



# **Nomination and Selection Regulation**

New Zealand Olympic Committee

# New Zealand Olympic Committee Incorporated

## Nomination and Selection Regulation

### INTRODUCTION

#### 1. Purpose

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- 1.1 The NZOC has the sole and exclusive power to determine its representation at all Games.
- 1.2 The NZOC wishes to promote awareness and clear understanding of the process for nomination of Athletes by a NF and selection by the NZOC for any New Zealand Olympic Games, Commonwealth Games or Pre-Elite Games Team to compete in the Games.
- 1.3 This Regulation sets out the application, nomination and selection process by which eligible Athletes may be considered for nomination by an NF, and selection by the NZOC, for any Games Team and the nomination and appointment of Support Staff for any Games.
- 1.4 This Regulation also sets out the procedures that must be followed for any appeal against a decision by an NF regarding an Athlete's nomination or non-nomination or a decision by the NZOC regarding an Athlete's selection or non-selection to a Games Team.

#### 2. Status

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- 2.1 This Regulation is a regulation of the NZOC and was adopted by the NZOC Board on 20 August 2015 and subsequently, amended by the NZOC Board on 27 October 2016 and 21 February 2019.
- 2.2 This Regulation came into force on 20 August 2015 but excluded Games up to and including the Olympic Games in Rio 2016.
- 2.3 Amendments to this Regulation may be made from time to time. Such amendments must be approved by the NZOC Board and notified to NFs and IF Members and published on the NZOC's website at [www.olympic.org.nz](http://www.olympic.org.nz).

#### 3. Scope and Application

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- 3.1 This Regulation applies to:
  - a. The NZOC;
  - b. IF Members;
  - c. NFs, including NFs of IF Members who agree to be bound by this Regulation;

- d. Any other party who agrees to be bound by this Regulation such as Athletes and Support Staff.

#### **4. Framework**

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- 4.1 This Regulation is set into 4 parts:

Part A – Nomination  
Part B – Selection  
Part C – Appeals  
Part D – General

#### **5. Definitions**

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- 5.1 The following words and phrases, used in this Regulation, shall mean:

**“Athlete”** means a person who competes in the sport of the NF who wishes to be considered for nomination and selection to a Games Team.

**“Athlete Agreement”** means the Athlete Agreement between NZOC and the Athlete that an Athlete applying to be nominated and selected to the Games Team must fully complete and return to the NF prior to the Nomination Date.

**“Athlete Allocation System”** means the relevant sport specific Athlete Allocation System at any Commonwealth Games or applicable Pre-Elite Games set by the NZOC and/or CGF.

**“Athlete Application”** means the Athlete Application form which is set out in the Expression of Interest.

**“Application Date”** means the date, as specified by the NZOC, by which the NF must submit a completed and certified Athlete Application or a completed Support Staff Application with recommendation (whichever is relevant) to the NZOC in accordance with clause 8.1(a) and 9.2(a) of this Regulation.

**“Business Days”** means a day of the week other than the following:

- (a) a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign’s Birthday, Labour Day, and any day observed as a provincial holiday in Auckland;
- (b) a day in the period commencing with 25 December in a year and ending with 2 January in the following year;
- (c) if 1 January falls on a Friday, the following Monday;
- (d) if 1 January falls on a Saturday or a Sunday, the following Monday and Tuesday; and
- (e) if Waitangi Day or Anzac Day falls on a Saturday or a Sunday, the following Monday.

**“CAS”** means the Court of Arbitration for Sport.

**“CGF”** is Commonwealth Games Federation and is the organisation that is responsible for the direction and control of the Commonwealth Games.

**“Commonwealth Games”** is an unique, world class, multi-sports event which is held for the association of independent sovereign states making up the Commonwealth.

**“DFSNZ”** means Drug Free Sport New Zealand, an independent crown entity originally established by the New Zealand Sports Drug Agency Act 1994, and is continued by the Sports Anti-Doping Act 2006 (and any subsequent amendments).

**“Disorders of Sexual Differentiation”** for the purpose of this Regulation is defined as congenital conditions associated with atypical development of chromosomal, gonadal, or anatomical sex.

**“Expression of Interest”** means the confirmation of an expression of interest in any Games by an NF.

**“Games”** means any Olympic Games or Commonwealth Games and includes Pre-Elite Games, unless otherwise specified. For the purpose of this Regulation, games are excluded from this Regulation whereby the NZOC has the mandate to lead a team but does not have an NZOC Selection Policy in place for such games. In such event, the NZOC will enter into a separate agreement with the National Federation around the selection process.

**“Games Team”** means the New Zealand team for a Games.

**“IF Member”** means a member of the International Federation which has jurisdiction for the sport in New Zealand, namely, Canoe Federation New Zealand Incorporated and Aquatics New Zealand Incorporated whose member National Federations are directly responsible for governance of the sport in New Zealand.

**“IF Qualification System”** means the relevant sport specific IF Qualification System at any Olympic Games or applicable Pre-Elite Games.

**“IOC”** means the International Olympic Committee and is the governing body of the Olympic movement and ensures the regular celebration of the Olympic Games.

**“IOC Consensus”** means the IOC Consensus on Sex Reassignment and Hyperandrogenism dated November 2015 (and includes any amendment to, or replacement of the IOC Consensus by the IOC) which reflects a broad medical, scientific and legal consensus to ensuring health and safety of all participants and ensuring fair and meaningful competition.

**“NF”** means a national federation/national sports organisation that is a member of the NZOC, or if approved by the NZOC, a member of an IF Member who is responsible for a discipline or disciplines of the sport and who is eligible to compete in a Games.

**“Nomination Appeal”** means an appeal against nomination or non-nomination brought in accordance with the provisions of clause 12 of this Regulation.

**“Nomination Criteria”** means the nomination criteria of the NF for the Games as outlined in clause 7 of this Regulation.

**“Nomination Date”** means the date, as specified by the NZOC, by which the NF must submit particulars of each Athlete to the NZOC for consideration for selection to a Games Team.

**“Notice of Appeal”** means the notice filed with the Sports Tribunal in accordance with its rules.

**“NZOC”** means the New Zealand Olympic Committee Incorporated.

**“NZOC Board”** means the board of NZOC.

**“NZOC’s Integrity Regulation”** means NZOC Integrity Regulation which is available on [www.olympic.org.nz](http://www.olympic.org.nz).

**“NZOC Selection Policy”** means the NZOC selection policy for a Games which is published on the NZOC website at [www.olympic.org.nz](http://www.olympic.org.nz).

**“Olympic Games”** consist of the Olympic Games (both Summer and Winter).

**“Pre-Elite Games”** means Youth Olympic Games (Summer and Winter), Commonwealth Youth Games and any other games that the NZOC Board have agreed to select youth athletes to a Games Team.

**“Regulation”** means this Nomination and Selection Regulation.

**“Selection Appeal”** means an appeal against selection or non-selection brought in accordance with clause 14.2 of this Regulation.

**“Selection Date”** means the date on which the NZOC publicly announces which Athletes from an NF have been selected to the Games Team.

**“Sports Tribunal”** means the Sports Tribunal of New Zealand.

**“Support Staff”** means a person/s appointed by the NZOC in accordance with clause 11 of this Regulation.

**“Support Staff Application”** means the Support Staff Application form which is set out in the Expression of Interest.

**“Support Staff Agreement”** means the applicable Support Staff Selection that a Support Staff (e.g. coach, manager) must fully complete and return to the NZOC in accordance with clause 11.5(b) of this Regulation.

**“Transgender”** in relation to this Regulation means an individual whose gender identity is different from the sex designated to them at birth and whether or not they have undergone any form of medical intervention.

5.2 **Rules for interpretation:** In this Regulation unless the context requires otherwise:

5.2.1 **Headings:** Sections, clauses and other headings are for ease of reference only and will not affect this Regulation's interpretation.

5.2.2 **Schedules:** Any Schedules to this Regulation and the provisions and conditions contained in the Schedules have the same effect as if set out in the body of this Regulation.

## Part A - NOMINATION

### 6. NZOC Selection Policy

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6.1 **Adoption of NZOC Selection Policy:** For each Games, a NZOC Selection Policy will be adopted by the Board:

- (a) For Olympic and Commonwealth Games, no later than 32 months prior to the relevant Games; or
- (b) For Pre-Elite Games, no later than 16 months prior to the relevant Pre-Elite Games,

unless insufficient information has been provided to the NZOC about the sport schedule, date or format of the Games to enable this to occur. In such case, the Selection Policy will be developed and provided to Board within 6 weeks of such information becoming available.

6.2 **Expression of Interest:** NZOC will provide an Expression of Interest to NFs for each Games asking if they would like their Athletes and Support Staff to be considered for the Games. The Expression of Interest will contain:

- (a) The NZOC Selection Policy; and
- (b) The Key Dates for National Federations to be aware of and/or comply with documentation requirements; and
- (c) A Nomination Criteria template; and
- (d) IF Qualification Systems or Athlete Allocation Systems, if relevant.

6.3 **Binding on NF:** On confirmation of the NF to the Expression of Interest, the NF will be bound by the terms of the Expression of Interest for the relevant Games.

### 7. Nomination Criteria

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7.1 **NF to submit proposed Nomination Criteria:** The NF must submit a proposed Nomination Criteria, to the NZOC by such date as is specified by the NZOC.

7.2 **Format of Nomination Criteria:** The proposed Nomination Criteria shall be in the form notified by the NZOC (unless otherwise agreed in writing by NZOC) and shall comply with the NZOC Selection Policy and the qualification, eligibility and any other requirements of the International Federation and the IOC or CGF as set out in the

relevant IF Qualification System or Athlete Allocation System, whichever is applicable.

- 7.3 **Content of Nomination Criteria:** The proposed Nomination Criteria shall clearly indicate:
- (a) How objective criteria (including specified results, performances, or standards) shall be assessed in determining the nomination of Athletes.
  - (b) How subjective criteria, where specified, shall be assessed in determining the nomination of Athletes.
  - (c) How, where both objective and subjective criteria are specified, the decision whether to nominate an Athlete or not will be made.
- 7.4 **Approval of Nomination Criteria:** Upon receipt, the NZOC shall determine whether the proposed Nomination Criteria complies with clauses 7.2 and 7.3 and is otherwise satisfactory to the NZOC and, if so satisfied, shall notify the NF of its approval of the Nomination Criteria.
- 7.5 **Revision of Nomination Criteria:** If not satisfied with the proposed Nomination Criteria, the NZOC shall notify the NF of such fact, identify the matters which it considers require amendment, and shall consult with the NF about its content. The NZOC shall notify the NF of the date by which any revised proposed Nomination Criteria must be submitted to the NZOC. Upon receipt of any revised proposed Nomination Criteria, the procedure in clause 7.4 shall apply.
- 7.6 **No amendment to Nomination Criteria after approval by NZOC:** No amendment or alteration shall be made to the Nomination Criteria after the NZOC has approved the proposed Nomination Criteria without the written approval of the NZOC.
- 7.7. **Failure to Submit Nomination Criteria:** If the NF fails to submit proposed Nomination Criteria to the NZOC by the date specified by the NZOC or such other date as is agreed, or if the proposed Nomination Criteria is not, after revision, in a form satisfactory to the NZOC, the NZOC may publish Nomination Criteria determined by it and select Athletes in accordance with such Nomination Criteria and the NZOC Selection Policy. Alternatively, the NZOC may decline to select Athletes from the NF for the Games Team, or take such other steps as it considers appropriate in the circumstances.
- 7.8 **Publication of Nomination Criteria:** The NZOC and NF shall each take steps to publish and distribute the approved Nomination Criteria (and any subsequent amendments to it), together with the NZOC Selection Policy, as widely as possible, including their respective websites.
- 7.9 **Inconsistencies**
- (a) Where any inconsistency arises between the Nomination Criteria for the NF and the qualification, eligibility or other requirements of the International Federation for that NF as set out in the IF Qualification System or Athlete

Allocation System (whichever is relevant), as amended from time to time, the latter shall prevail to the extent of that inconsistency.

- (b) Where any inconsistency arises between the NZOC Selection Policy and the IF Qualification System or Athlete Allocation System for the NF, the latter shall prevail to the extent of such inconsistency.
- (c) Where any inconsistency arises between the Nomination Criteria proposed by the NF and the NZOC Selection Policy, the latter shall prevail to the extent of such inconsistency.
- (d) The fact that the Nomination Criteria imposes a higher qualification standard or lesser number of participants than stated in the IF Qualification System or Athlete Allocation System (whichever is relevant) shall not be regarded as an inconsistency.

## **8. Eligibility For Nomination**

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8.1 **Long List:** The NF will on the date specified by the NZOC (“Long List Date”) submit to NZOC a list of Athletes who it deems being potentially eligible and capable of being nominated for a Games. In submitting its Long List, the NF will certify that each Athlete:

- (a) Is a member of the NF or a member of one of its affiliated organisations or the IF Member; and
- (b) That to the NF’s knowledge, has not breached any rules or regulations of the NF, the NF’s International Federation or IF Member’s International Federation, if applicable, the IOC or the World Anti-Doping Agency; and
- (c) Is not currently under disqualification or suspension under disqualification or suspension under the rules of the NF or the International Federation, and in respect of the International Federation, where there is an IF Member, this has been confirmed by the IF Member to the best of its knowledge, prior to certification by the NF; and
- (d) The Athlete has given consent for his/her named to be provided to the NZOC for the purposes of being included on the Long List and receiving associated correspondence in relation to the Games.

8.2 **Long List Inclusions:** If the NF does not include an Athlete member by the Long List date, the NZOC reserves the right, in its sole discretion, to accept an Athlete from an NF after the Long List Date.

8.3 **Distribution and Completion of Athlete Applications:** Upon receipt of the Long List, NZOC will distribute an Athlete Application to each Athlete named on the Long List. The Athlete must fully complete and return to the NF, prior to the Application Date (or such later date as agreed by the NZOC pursuant to clause 8.2), an Athlete Application.

8.4 **Distribution and Completion of Athlete Agreement:** Upon receipt of the fully completed Athlete Application, NZOC will distribute an Athlete Agreement named



on the Long List. The Athlete must fully complete and return to the NF, prior to the Nomination Date, an Athlete Agreement.

- 8.5 **Effect of submission of Athlete's Application and Athlete's Agreement:** By completing and returning the Athlete Application and the Athlete Agreement, the Athlete warrants that he or she has met, or will by the Nomination Date have met, the obligations and requirements set out in the Athlete Application and the Athlete Agreement.
- 8.6 **Amendment of Athlete Agreement:** The NZOC may amend the Athlete Agreement at any time prior to the Nomination Date. If this occurs, the NZOC will notify the Athlete of such amendment. After the Nomination Date, the NZOC may amend the Athlete Agreement in respect of an Athlete or Athletes save that no amendment to the Athlete Agreement will be effective until signed by or on behalf of the affected Athlete.
- 8.7 **NF Not to Cause Breach of Athlete Agreement:** The NF acknowledges the terms and conditions set out in the Athlete Agreement and undertakes not to do anything, or omit to do anything, which might cause or induce, whether directly or indirectly, the Athlete to breach such Athlete Agreement.
- 8.8 **Eligibility for Transgender Athletes and Athletes with Disorders of Sexual Differentiation:** Eligibility to compete in Olympic or Commonwealth Games for Transgender Athletes and Athletes with Disorders of Sexual Differentiation is based on the eligibility requirements of the relevant International Federation, Commonwealth Games Federation and/or in accordance with the IOC Consensus (whichever is relevant).

## 9. Nomination of Athletes by the NF

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- 9.1 **NF to nominate Athletes:** The NF shall be responsible for nominating Athletes to the NZOC to be considered for selection in the Games Team.
- 9.2 **Conditions of Nomination:** The NF may only nominate an Athlete who:
- a) has returned a completed Athlete Application pursuant to clause 8.3 of this Regulation by the Application Date (or such later date as agreed by the NZOC pursuant to clause 8.2); and
  - b) has returned a completed Athlete Agreement to the NZOC on or before the Nomination Date; and
  - c) has demonstrated to the satisfaction of the NF 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) has acted in such a manner so as not to bring the himself/herself, the NF (and the sport it governs), the IF Member (if applicable) or the NZOC into public disrepute; and

- e) to the NF'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 the NF's, the IF Member's, IF's or NZOC's Integrity Regulation, in particular Part A – Anti-Doping. This sub-clause (e) shall not apply to any doping offence for which the Athlete has been sanctioned where such sanction has been satisfied in full; and
  - f) has provided their name and contact address details to the NZOC for the purpose of out of competition drug testing by DFSNZ no later than 6 months prior to the Games or the Nomination Date, whichever is the earlier; and
  - g) has met the Nomination Criteria; and
  - h) has an available quota place under the applicable IF Qualification System or Athlete Allocation System.
- 9.3 **Number of Nominated Athletes:** Subject to clause 9.8, the NF may only nominate the number of Athletes permitted under the IF Qualification System or Athlete Allocation System for that NF's participation in the Games (as advised in advance by the NZOC to the NF) unless otherwise agreed in writing with the NZOC. This clause does not prevent an NF nominating less than the number of Athletes permitted under the IF Qualification System or Athlete Allocation System.
- 9.4 **No Obligation to Fill Available Number of Nominations:** The NF is not obliged to nominate Athletes to fill all available places if it does not consider that sufficient Athletes meet the Nomination Criteria.
- 9.5 **Procedure for Nomination:** The NF shall by the Nomination Date deliver to the NZOC particulars of each Athlete the NF nominates for consideration by the NZOC for selection in the Games Team (the "Nominated Athlete"), such particulars to be accompanied by:
- (a) A completed Athlete Agreement (unless already provided to the NZOC);
  - (b) Written confirmation signed by the Chief Executive or nominee of the NF that each Nominated Athlete has met the Nomination Criteria; and
  - (c) In accordance with the Nomination Criteria, evidence satisfactory to the NZOC of the results, performances and standards achieved by the Nominated Athlete to the NF in determining the nomination of the Athlete.
- 9.6 **NF to inform Athletes of nomination or non-nomination:** The NF must by the Nomination Date advise each Athlete on its Long List of their nomination or non-nomination. The NF must also advise each non-nominated Athlete of the procedure for a Nomination Appeal in accordance with clause 12.1 of this Regulation.
- 9.7 **NZOC may accept late nomination:** The NZOC may accept a nomination after the Nomination Date where it is made as a result of a Nomination Appeal brought in accordance with the Nomination Appeal procedures set out in this Regulation.

- 9.8 **Reserves:** The NF will apply the Nomination Criteria in determining any reserve Athletes who may be nominated to the NZOC. Such reserve Athletes must be notified to the NZOC by the Nomination Date.
- 9.9 **Nomination No Guarantee of Selection:** The NF must not represent in any way that the nomination of any Athlete to the NZOC will guarantee or secure selection of that Athlete to the Games Team.
- 9.10 **NF to Obtain Clearances:** The NF is solely responsible for securing, at its cost and expense, all permission and clearances required in respect of its Nominated Athletes to participate in the Games.

## Part B - SELECTION

### 10. Selection of Athletes by the NZOC

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- 10.1 **NZOC to Select Athletes:** The NZOC shall be solely responsible for selecting from amongst the Nominated Athletes those Athletes who will be members of the Games Team (“the Selected Athletes”).
- 10.2 **Requirements of Selection:** The NZOC must in considering the selection of any Nominated Athlete to the Games Team, be satisfied that the Nominated Athlete:
- (a) Has met, and where relevant is continuing to meet, the conditions of nomination in clause 9.2 of this Regulation;
  - (b) Has met the NZOC’s Selection Policy;
  - (c) If requested by the NZOC, has undertaken medical and/or fitness assessment/s with results which satisfy the NZOC that they are not physically or mentally impaired so as to prevent them from competing in the Games to the highest possible standard;
  - (d) Complies with the Games Team protocols attached to the Athlete Agreement; and
  - (e) In the NZOC’s opinion, has acted, and continues to act, as a positive example to the sporting youth of New Zealand.
- 10.3 **NF to provide Information:** To enable the NZOC to satisfy itself that each Nominated Athlete has met the conditions of nomination in clause 9.2 of this Regulation, the NF must provide to the NZOC such information as it has in its possession and control regarding the Athlete or about which it is aware.
- 10.4 **NZOC to seek Information:** The NZOC may also seek its own information about a Nominated Athlete. However, this does not remove the NF’s obligation to provide information under clause 10.3 of this Regulation.

- 10.5 **Selection if Criteria met:** If the requirements of selection set out in clause 10.2 are met to the satisfaction of the NZOC in respect of each Nominated Athlete, it will then select from amongst those Nominated Athletes those it considers meet the NZOC Selection Policy.
- 10.6 **Selection may be subject to conditions:** Notwithstanding clause 10.2, the NZOC may select a Nominated Athlete with conditions to be satisfied by a date prior to the commencement of the Games, as determined by the NZOC. The NZOC may, in its sole discretion, consult with the NF to determine appropriate and applicable conditions, which conditions will be communicated to the Nominated Athlete by NZOC (or the NF on NZOC's behalf). If such conditions are met by the specified date, the Athlete's selection to the Games Team will be confirmed by NZOC.
- 10.7 **Selection following Nomination or Selection Appeal:** The NZOC may decide not to select a Nominated Athlete or to terminate the Athlete Agreement of a Selected Athlete (and in so doing withdraw a Selected Athlete from the Games Team) and select another Nominated Athlete in their place as a result of a Nomination Appeal or Selection Appeal which is upheld and brought in accordance with this Regulation.
- 10.8 **Announcement of Selection:** The NZOC shall on a date determined in consultation with the NF and if relevant, the IF Member ("the Selection Date") publicly announce the Selected Athlete to the media (including a Nominated Athlete who has been selected subject to conditions pursuant to clause 10.6).
- 10.9 **NF to inform Athletes:** The NF must advise each Selected Athlete of their selection and each Athlete not selected of their non-selection no later than the date determined by the NZOC to publically announce the Selected Athlete. The NF shall ensure an Athlete notified is aware of his/her obligations to keep such information confidential until such time as the media announcement has been released. The NF must also advise each Athlete not selected of the procedure for Selection Appeals pursuant to clause 12.2 of this Regulation.
- 10.10 **Commencement of Athlete Agreement:** The Athlete Agreement which has been duly signed by the Selected Athlete shall take effect from the Selection Date.
- 10.11 **Continuing obligations of Selected Athletes:** Each Selected Athlete must:
- (a) train and keep themselves in the best possible condition (physically and mentally) and compete in any events, competitions and training camps as reasonably required by the NZ to enable the Selected Athlete to compete in the Games to the highest possible standard. The Selected Athlete's ongoing form will be monitored by the NF in the lead up to the Games and NZOC, in consultation with the NF, has the ability to review the selection in the event of any significant loss of form of the Selected Athlete;
  - (b) immediately advise the NZOC if any of the declarations made by the Selected Athlete in his/her Athlete Application is no longer correct or accurate. The NZOC may de-select the Athlete if the eligibility requirements for nomination and selection in the Team are no longer satisfied; and
  - (c) comply with the provisions of the Athlete Agreement.

## **11. Support Staff Appointment**

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- 11.1 NZOC to appoint Support Staff:** The appointment of Support Staff to the Games Team will be determined by the NZOC in its sole discretion, following recommendation by the NF as set out in this Regulation. In relation to Support Staff recommended by the NF, each Support Staff:
- (a) Is a member of the NF, a member of one of its affiliated organisations, has an employment agreement or a contract for service with the NF or the IF Member; and
  - (b) Is suitably qualified to fill the required positions in respect of the section of the Games Team relating to the sport of the NF; and
  - (c) Has the capability, skill and experience specified in any guideline published by the NZOC; and
  - (d) Will work effectively and harmoniously with the Chef de Mission and performance support personnel of the Games Team; and
  - (e) Is not currently under disqualification or suspension under the rules of the NF, the NF's International Federation or IF Member's International Federation, if applicable, or any Anti-Doping authority; and
  - (f) Has given consent for his/her name to be provided to the NZOC for the purposes of being included on the Long List and receiving associated correspondence in relation to the Games.
- 11.2 NZOC may provide guidelines:** The NZOC may provide guidelines as to the number of Support Staff the NZOC may appoint as a member of a Games Team and the capabilities, skills and experience it seeks in considering the appointment of those Support Staff. These shall not be construed as nomination or selection criteria.
- 11.3 NF to recommend Support Staff:** The NF shall recommend to the NZOC for appointment as Support Staff of a Games Team, persons it believes:
- (a) are suitable and qualified to fill the required positions in respect of the section of the Games Team relating to the sport of the NF;
  - (b) have the capabilities, skills and experience specified in any guidelines published by the NZOC;
  - (c) will work effectively and harmoniously with the Chef de Mission and performance support personnel of the Games Team.
- 11.4 NZOC may accept late recommendation:** The NZOC may accept a recommendation by the NF for Support Staff after the Application Date, if the NZOC believes, in its sole discretion, there are exceptional circumstances warranting such acceptance.

- 11.5 **Conditions of Appointment:** The appointment of every Support Staff person will be conditional upon him or her:
- (a) returning a completed Support Staff Application. The Support Staff Application must be submitted to the NZOC by the Application Date (or such later date as agreed by the NZOC pursuant to clause 11.4); and
  - (b) returning a completed Support Staff Agreement in respect of the Games by the date directed by the NZOC.
- 11.6 **NZOC to advise NF of appointed Support Staff:** The NZOC shall inform the NF of the Support Staff it has appointed in the section of the Games Team relating to the sport of the NF.
- 11.7 **No right of appeal:** There is no right of appeal against a decision of the NF to recommend or not recommend any person to the NZOC as Support Staff, nor is there any right against any decision of the NZOC regarding the appointment or otherwise of a person as Support Staff.

## Part C - APPEALS

### 12. Appeals

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- 12.1 **Nomination Appeals:** Any Athlete who has returned a completed Athlete Application by the Application Date and an Athlete Agreement by the Nomination Date may appeal against their nomination or non-nomination by the NF in accordance with the procedures set out in this Regulation (“a Nomination Appeal”).
- 12.2 **Selection Appeal:** Any Athlete who has been nominated for selection to the Games Team by an NF by the Nomination Date may appeal against their selection or non-selection by the NZOC in accordance with the procedures set out in this Regulation (“a Selection Appeal”).

### 13. Nomination Appeals

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- 13.1 **Grounds of Appeal:** A Nomination Appeal may be made on any one or more of the following grounds:
- (a) That the applicable Nomination Criteria was not properly followed and/or implemented; or
  - (b) The Athlete was not afforded a reasonable opportunity by the NF to satisfy the applicable Nomination Criteria; or
  - (c) The nomination decision was affected by bias; or
  - (d) There was no material on which the nomination decision could reasonably be based.

13.2 **Procedure for Nomination Appeals:** Subject to clause 13.3, the procedure for a Nomination Appeal shall be as follows:

- (a) An Athlete wishing to appeal must give written notice of appeal (“Notice of Nomination Appeal”) to the Chief Executive of the NF within 2 Business Days of the Nomination Date.
- (b) Within 2 Business Days of receipt of Notice of Nomination Appeal, the NF may in consultation with the Athlete arrange a meeting between the parties and their representatives (if any) at which meeting the parties shall endeavour to resolve the Nomination Appeal by discussion. Such a meeting, which may be held in person, by telephone or by videotelephony/voice over IP, shall be held as soon as possible and in any event no later than 10 Business Days after the date the Notice of Nomination Appeal notice is received by the NF.
- (c) Any meeting conducted in accordance with clause 13.2(b) shall be held on a confidential and without prejudice basis. In particular, the content of any matters discussed during such meeting may not be used by either party in respect of any hearing of the Nomination Appeal.
- (d) If the Nomination Appeal is not resolved at the meeting referred to in clause 13.2(b) or otherwise, and the Athlete wishes to proceed the Athlete must file an application for Appeal with the Sports Tribunal and serve a copy of such application for Appeal upon the Chief Executive of the NF within:
  - (i) 5 Business Days of the date of the meeting referred to in clause 13.2(b) (if held); or
  - (ii) 10 Business Days of the Nomination Date,whichever is the later.
- (e) A copy of such Notice of Appeal shall at the same time as it is filed with the Sports Tribunal and served upon the NF, be served upon the Chief Executive of the NZOC.
- (f) Nomination Appeals shall be determined by the Sports Tribunal in accordance with its Rules.
- (g) Any party to any decision of the Sports Tribunal under clause 13.2(f) may appeal such decision to CAS in accordance with its rules.
- (h) The decision of CAS will be final and binding on the parties.
- (g) No party to a Nomination Appeal may institute or maintain proceedings in any Court or Tribunal other than as specified in this Regulation.

13.3 **NF Nomination Appeal Process:** For Nomination Appeals only, the NZOC may, in its discretion, approve a modified appeal process (“NF Nomination Appeal Process”).

Where the NZOC approves an NF Nomination Appeal Process that process shall apply to any Nomination Appeal.

## **14. Selection Appeals**

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**14.1 Grounds of Appeal:** A Selection Appeal may be made on any one or more of the following grounds:

- (a) That the NZOC Selection Policy was not properly followed and/or implemented; or
- (b) That the selection decision was affected by bias; or
- (c) That there was no material on which the selection decision could reasonably be based.

**14.2 Procedure for Selection Appeals:** The procedure for a Selection Appeal shall be as follows:

- (a) An Athlete wishing to appeal must give written notice of the appeal (“Notice of Selection Appeal”) to the Chief Executive Officer of the NZOC within 2 Business Days of the Selection Date.
- (b) Within 2 Business Days of the NZOC receiving the Notice of Selection Appeal, the NZOC may in consultation with the Athlete and the NF arrange a meeting between the parties and their representatives (if any) at which meeting the parties shall endeavour to resolve the Selection Appeal by discussion. Such a meeting, which may be held in person or by telephone or by videotelephony/voice over IP, shall be held as soon as possible and in any event no later than 10 Business Days after the date the Notice of Selection Appeal is received by the NZOC.
- (c) Any meeting conducted in accordance with clause 14.2(b) shall be held on a confidential and without prejudice basis. In particular, the content of any matters discussed during such meeting may not be used by other party in respect of any hearing of the Selection Appeal.
- (d) If the Selection Appeal is not resolved at the meeting referred to in clause 14.2(b) or otherwise and the Athlete wishes to proceed the Athlete must file for a Notice of Appeal with the Sports Tribunal and serve a copy of such Notice of Appeal upon the Chief Executive Officer of the NZOC within:
  - (i) 5 Business Days of the date of the meeting referred to in clause 14.2(b) (if held); or
  - (ii) 10 Business Days of the Selection Date,whichever is the later.



- (e) A copy of such Notice of Appeal shall, at the same time as it is filed with the Sports Tribunal and served upon the Chief Executive Officer of the NZOC, be served on the NF.
- (f) A Selection Appeal shall be determined by the Sports Tribunal in accordance with its Rules.
- (g) Any party to a decision of the Sports Tribunal under clause 14.2(f) may appeal such decision to CAS in accordance with its rules.
- (h) The decision of CAS shall be final and binding on the parties.
- (i) No party to a Selection Appeal may institute or maintain proceedings in any Court or Tribunal other than as specified in this Regulation.

## Part D - GENERAL

### 15. NZOC Jurisdiction during the Games

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- 15.1 **Athlete Bound:** The NF acknowledges and agrees that each Selected Athlete is bound by the terms of the Athlete Agreement signed by the Athlete.
- 15.2 **Support Staff Bound:** The NF acknowledges and agrees that each Support Staff appointed by the NZOC for the Games Team is bound by the terms of the Support Staff Agreement signed by the Support Staff.
- 15.3 **Jurisdiction:** The NF acknowledges that for the term of the Athlete Agreement or Support Staff Agreement the NZOC shall, subject to clause 15.6, have exclusive jurisdiction in respect of any matter concerning any Selected Athlete which is governed by the Athlete Agreement or appointed Support Staff which is governed by the Support Staff Agreement (whichever is relevant), unless agreed in writing with the NZOC.
- 15.4 **Athlete Misconduct:** Any allegation of misconduct by or involving a Selected Athlete where the incident giving rise to such allegation occurs during the term of the Athlete Agreement (including during the Games) shall, subject to clause 15.6, be dealt with by the NZOC in accordance with the provisions of the Athlete Agreement. The NZOC shall wherever practicable consult with the NF, and if relevant, the IF Member, in relation to any matter that affects the Selected Athlete and may involve the NF, the IF Member and/or the International Federation, in any investigations and enquiries, so that the matter can be dealt with in the most effective manner.
- 15.5 **Support Staff Misconduct:** Any allegation of misconduct by or involving Support Staff where the incident giving rise to such allegation occurs during the term of the Support Staff Agreement (including during the Games) shall, subject to clause 15.6, be dealt with by the NZOC in accordance with the provisions of the Support Staff Agreement. The NZOC shall wherever practicable consult with the NF, and if relevant, the IF Member, in relation to any matter that affects the Support Staff person and may involve the NF, the IF Member and/or the International Federation

in any investigations and enquiries, so that the matter can be dealt with in the most effective manner.

- 15.6 **Referral to NF:** Where any matter for which clauses 15.3, 15.4 and/or 15.5 apply the NZOC may, where it considers it appropriate to do so, refer the matter to the NF to be dealt with in accordance with the constitution, rules, regulations, by-laws or policies of the NF. The NF shall in such a case consult with the NZOC in relation to any matter that affects the Selected Athlete or the Support Staff person and may involve the NZOC in any investigations and enquiries so that the matter can be dealt with in the most effective manner.

## 16. Failure to Comply

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- 16.1 **Non-Compliance:** If the NF fails to comply with this Regulation such non-compliance will be dealt with by clause 16.2 of this Regulation.
- 16.2 **Process where Non-Compliance:** Where, upon reasonable enquiries by the NZOC, it appears that there is non-compliance by an NF, the NZOC will notify the Chief Executive Officer of the NF with a view to a speedy resolution of such non-compliance. If within 10 Business Days from the commencement of such negotiations the matter has not been resolved, then the NZOC may:
- (a) prohibit the NF from nominating Athletes and/or recommending Support Staff to the NZOC for consideration for selection to the Games Team; and/or
  - (b) determine and publish Nomination Criteria in respect of the NF's sport and may select Athletes in accordance with such criteria for the Games Team; and/or
  - (c) choose not to select any Athletes or appoint Support Staff from the NF's sport for the Games Team; and/or
  - (d) where non-compliance by the NF occurs after the Nomination Date, the NZOC retains the right to make any decisions in respect of any Nominated Athlete, Selected Athlete or appointed Support Staff that it deems appropriate.
- 16.3 **Non-Compliance by NZOC:** If the NZOC fails to comply with this Regulation such non-compliance will be dealt with under the provisions of the NZOC Constitution.

## 17. Disputes

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- 17.1 **Internal Escalation:** Any dispute or difference arising between the NZOC and the NF (and/or, if applicable, the IF Member) concerning the interpretation or application of this Regulation will be addressed in the first instance between the Chief Executive Officer of the NZOC and the Chief Executive of the NF (and if applicable, the Secretary General of the IF Member), in accordance with the constitution of the NZOC.

- 17.2 **Sports Tribunal:** If any dispute or difference arises between the NZOC and the NF (and/or, if applicable, the IF Member) concerning the interpretation or application of this Regulation that cannot be resolved in accordance with clause 17.1, it shall be solely and exclusively determined by the Sports Tribunal. The decision of the Sports Tribunal will be final and binding on the parties and neither party may commence or maintain proceedings in any court or tribunal.

## **18. Indemnity and Liability**

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- 18.1 **NF Indemnity:** The NF indemnifies and will keep indemnified the NZOC (and, if applicable, the IF Member) and each of their directors, officers, employees, and agents from and against all claims, demands, action, proceedings, costs and expenses (including reasonable legal costs calculated on a solicitor-client basis) and liability to third parties arising out of or incidental to any breach of this Regulation by the NF.
- 18.2 **IF Member indemnity:** The IF Member indemnifies and will keep indemnified the NF and NZOC and each of their directors, officers, employees, and agents from and against all claims, demands, action, proceedings, costs and expenses (including reasonable legal costs calculated on a solicitor-client basis) and liability to third parties arising out of or incidental to any breach of this Regulation by the IF Member.
- 18.2 **NZOC Indemnity:** The NZOC indemnifies and will keep indemnified the NF and the IF Member, if applicable and each of their directors, officers, employees, and agents from and against all claims, demands, action, proceedings, costs and expenses (including reasonable legal costs calculated on a solicitor-client basis) and liability to third parties arising out of or incidental to any breach of this Regulation by the NZOC.
- 18.3 **No Indirect or Consequential Loss:** No party shall have any liability to any other party in respect of any loss of revenue, loss of actual or anticipated profits, or any indirect, consequential or special loss, damage, cost or expense, suffered or incurred by one party as a direct or indirect result of a breach by another party of any of its obligations under this Regulation.