



**New Zealand Olympic Committee Incorporated  
Gold Coast 2018 Commonwealth Games  
Athlete Agreement**

<b>CONTENTS</b>	<b>PAGE</b>
Background	3
1. Definitions	3
2. Term	5
3. Condition Precedent	5
4. The Selection Process	5
5. Your Obligations	6
6. Betting/Gambling	7
7. Obligations of NZOC	8
8. Media Guidelines	8
9. Promotions and Sponsorship	9
10. Use of Identity	11
11. Doping	11
12. Medical	12
13. Default/Sanctions	13
14. Appeals	14
15. Termination of this Agreement	15
16. Insurance/Indemnity	15
17. Disputes as to meaning of this Agreement	16
18. Effect of Other Documents	16
19. Privacy	16
20. Not an Employee	17
21. Variation to Agreement	17
22. Survival	17
23. Governing Law	17
24. Execution of Agreement	17
<b>Schedules</b>	
A. Procedure for Appeals	19
B. Athlete Agreement Acceptance Form	20

## ATHLETE AGREEMENT GOLD COAST 2018 COMMONWEALTH GAMES

**BETWEEN**                    **NEW ZEALAND OLYMPIC COMMITTEE INCORPORATED**, an incorporated society having its registered office at Olympic House, 350 Parnell Road, Parnell, Auckland (“NZOC”)

**AND**                         **“You” or “your”**

### **BACKGROUND**

- A. You wish to be considered for selection in the New Zealand Team that will compete in the Games.
- B. Before you can be nominated for and selected in the Team, you must enter into this Agreement with the NZOC.
- C. This Agreement sets out the terms and conditions by which you and the NZOC shall operate if you are selected in the Team.
- D. Capitalised terms used in this Agreement are defined in the Agreement itself or in the definition section in clause 1 of this Agreement.

### **AGREEMENT**

#### **1. DEFINITIONS**

**Advertising, Promotion and Social Media Guidelines** means the guidelines set by the NZOC (and amended from time to time) in relation to the promotion and advertising associated with the Commonwealth Games and social media requirements which are available at <http://www.olympic.org.nz/assets/Uploads/Integrity-Regulation-2017.pdf>.

**Agreement** means this Athlete Agreement between you and the NZOC and includes the Schedules to the Agreement.

**Athlete Agreement Acceptance Form** means the form attached to this Agreement as Schedule B.

**Athlete Application** or **Application** means the Athlete Application as set by the NZOC which has been completed by you by the Application Date.

**Application Date** means the date as notified by the NZOC by which you must have submitted a completed Athlete Application to the NZOC, as set out in your National Federation’s nomination criteria for the Games.

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

**CEO** means the Chief Executive Officer of the NZOC.

**CGF** means the Commonwealth Games Federation, the global authority of the Commonwealth Movement and the Commonwealth Games.

**CGF Constitution** means the codification of the rules and bylaws adopted by the CGF.

**Chef de Mission** means the person appointed by the NZOC to lead the Team at the Games.

**Commercial Partners** means those sponsors/supporters of the NZOC and/or CGFas published on the NZOC website and as amended by the NZOC and/or CGF from time to time.

**Cyber-Bullying** means the use of electronic devices and information, such as social media, online forums, e-mail, instant messaging, blogging and text messaging to send or post cruel, defamatory or harmful messages or images/video about an individual or group.

**Eligibility Conditions Form** means the entry form required to gain accreditation to the Games as in such form as prescribed by the Games Organising Committee.

**Games** mean the Commonwealth Games to be held in Gold Coast, Australia from 4 April – 15 April 2018.

**Games Commercial Waiver** means the application form available at <http://www.olympic.org.nz/assets/Uploads/NZOC-Games-Commercial-Waiver-Questions.pdf> where an Athlete can disclose his/her sponsors and generic advertising campaigns during the Protected Period, if any.

**Games Organising Committee** means the organisation constituted to organise the Games.

**Games Period** means the period commencing when your accreditation is validated at the Games and ends at midnight the day after the closing ceremony of the Games.

**Games Village** means Games village, including any satellite accommodation approved by the NZOC, where Team members are staying during the Games Period.

**HPSNZ** means High Performance Sport New Zealand Limited.

**Identity** means your name, picture, likeness, person or performance (including, digital, photographic and other forms).

**IF** means the International Federation to which your National Federation is affiliated.

**Intellectual Properties** means the intellectual property rights belonging to the NZOC and the CGF, including those marks and words as set out in the Advertising, Promotion and Social Media Guidelines.

**Major Events Management Act 2007** means New Zealand legislation protecting Olympic and Commonwealth Games related words and marks.

**Manager**, if applicable, means the athlete manager nominated by you to represent you on matters related to this Agreement and other off field activities.

**National Federation** means the national sporting organisation representing you in a particular sport in New Zealand.

**Nomination Appeal** means an appeal against nomination or non-nomination brought in accordance with the provisions of clause 13 of the NZOC Nomination and Selection Regulation.

**Nomination Date** means the date, as agreed by your National Federation and the NZOC, prior to which the National Federation must submit particulars of each athlete to the NZOC for consideration for selection to the Team.

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

**NZOC Appeals Committee** means the committee established in accordance with rule 5.1.j of the NZOC constitution and clause 14 of this Agreement for the purpose of hearing appeals against any decision made under clause 13 of this Agreement.

**NZOC Board** means the board members who jointly oversee the activities of the NZOC.

**NZOC Integrity Regulation** means the regulation adopted by the NZOC, in particular in relation to anti-doping, a copy of which is available at [www.olympic.org.nz/nzoc/publications-and-reports-0](http://www.olympic.org.nz/nzoc/publications-and-reports-0).

**NZOC Nomination and Selection Regulation** means the regulation of the NZOC relating to the nomination and selection process for all Commonwealth and Commonwealth Games, including the Games.

**Personal Information** is defined under clause 19.1.

**Protected Period** means the period nine days before the opening ceremony through to the end of the third day after the closing ceremony of the Games (from 28 March 2018 to 18 April 2018 inclusive).

**Selection Appeal** means an appeal against selection or non-selection brought in accordance with clause 14 of the NZOC Nomination and Selection Regulation.

**Selection Date** means the date on which the NZOC publicly announces that you have been selected to the Team, in accordance with clause 10.8 of the NZOC Nomination and Selection Regulation.

**Selection Policy** means the NZOC Selection Policy for the Games, a copy of which is available at <http://www.olympic.org.nz/assets/Uploads/Gold-Coast-Selection-Policy-Amended-2.pdf>.

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

**Team** means the athletes selected by the NZOC for the Games.

**Team Mark** means the mark or symbol illustrated in the Advertising, Promotion and Social Media Guidelines.

**Team Protocols** means the protocols set for the Team and Advised to Athletes by the NZOC prior to the Games.

**Term** means the period from when you are selected to the Team to the date this Agreement terminates, as defined in more detail in clause 2.

**Welcome Home Event** means an event held by the NZOC following the conclusion of the Games to celebrate the Team's achievements at the Games.

## 2. TERM OF AGREEMENT

- 2.1 If selected, this Agreement will take effect from the Selection Date and end (unless terminated earlier in accordance with this Agreement) at the conclusion of the Protected Period.

### **3. CONDITION PRECEDENT**

- 3.1 This Agreement is conditional on you being selected to the Team (which will operate as a condition precedent). If you are not selected to the Team, then, pending the outcome of any successful appeal, this Agreement will not come into effect and neither party will have any claim against the other.

### **4. THE SELECTION PROCESS**

- 4.1 In order to seek selection in the Team, you must have:

- (a) completed and returned to the NZOC by the Application Date, your Athlete Application;
- (b) completed and returned this Agreement by signing and returning to the NZOC, the Athlete Agreement Acceptance Form (as set out in Schedule B of this Agreement), on the date set in your National Federation's Nomination Criteria for the Games; and
- (c) been nominated to the NZOC by your National Federation.

- 4.2 If you meet the requirements of clause 4.1, the NZOC will consider your selection to the Team. In making its selections, the NZOC shall apply the Selection Policy. For the avoidance of doubt, any rights of appeal relating to your non-selection are set out in clause 14 of the NZOC Nomination and Selection Regulation.

### **5. YOUR OBLIGATIONS**

- 5.1 During the Term of this Agreement, you agree to:

- (a) abide by the CGF Constitution;
- (b) train and keep yourself in the best possible physical and mental condition to enable you to compete in the Games to your highest possible standard;
- (c) immediately advise the NZOC if any of the declarations made by you in your Athlete Application are no longer correct or accurate. You acknowledge the NZOC may terminate this Agreement if the eligibility requirements for nomination and selection in the Team are no longer satisfied;
- (d) comply with all reasonable directions of, and arrangements made by, the Chef de Mission or any other person appointed by the NZOC including directions in relation to travel arrangements, security, wearing of uniform and clothing requirements, and accommodation, including where you shall be based;
- (e) comply with the Team Protocols;
- (f) display high standards of personal conduct reflected in the manner of both appearance and behaviour and of that befitting an elite sports person representing New Zealand;
- (g) not act in any manner which brings or could potentially bring yourself, the NZOC, its Commercial Partners, your sport or the Team into disrepute;

- (h) not present yourself in any way on social media that brings into question the high performance attitude of you or the Team. This includes, but is not limited to, posting offensive or inappropriate material on social media (for example:
  - photos, videos, comments or posts showing the personal use of alcohol or drugs;
  - photos, videos, posts or comments that are of a sexual nature;
  - pictures, videos, comments or posts that condone excessive alcohol use and other inappropriate activities; and
  - content that is unsportsmanlike, derogatory, demeaning or threatening toward any other individual or entity. No posts should depict or encourage unacceptable violent or illegal activities);
- (i) sign the Eligibility Conditions Form for all participants of the Games which will be made available to you by the NZOC;
- (j) abide by the Advertising, Promotion and Social Media Guidelines and any social media or digital engagement policies determined by the CGF;
- (k) if you win a medal at the Games, unless otherwise agreed in writing by the Chef de Mission (whose consent will not be unreasonably withheld), you must:
  - (i) return to New Zealand with the Chef de Mission or his nominee on the date set by the NZOC;
  - (ii) make yourself available for a Welcome Home Event at a venue in New Zealand to be confirmed within two months of the conclusion of the Games (domestic travel costs to be arranged by and met by the NZOC); and
  - (iii) agree to sign a reasonable amount of Games memorabilia for use by the NZOC;
- (m) not sell for financial gain, any part of your Team uniform, including competition wear

5.2 You further acknowledge that if at any time during the Term of the Agreement you are convicted of any offence that can be punishable by a term of imprisonment (including any offence involving alcohol, drugs, violence, dishonesty or a sex related matter) then you will be considered to have materially breached this Agreement.

5.3 You also agree to immediately advise the NZOC in writing if you are charged with the type of offence noted in clause 5.2 above.

5.4 Where you agree with the NZOC that your Manager will represent you on certain matters related to this Agreement, you will ensure such matters are dealt with on a confidential basis by your Manager.

## **6. BETTING/GAMBLING**

6.1 In addition, during the Term of this Agreement you agree to:

- (a) not bet or gamble (or cause another person to bet or gamble on your behalf) on any aspect of the Games including any competition or participant at the Games nor in any way participate in, assist or support such betting or gambling;

- (b) not provide to any person for reasons that are (or could reasonably be expected to be) connected with betting or gambling, any inside information (being non-public information) about a competition or participant at the Games;
- (c) immediately report to the NZOC any approach or offer to participate in the activities noted in (a) or (b) above;
- (d) never accept a bribe;
- (e) immediately report to the NZOC any attempt to bribe you or any other athlete or member of the Team you are aware of;
- (f) never be party to or in any way participate in an agreement, scheme or arrangement which relates to or involves betting, gambling or similar activity, in which you agree to not prepare for and/or not compete in the Games to the very best of your ability;
- (g) never attempt to influence the efforts of a participant or the course or result of a competition at the Games in a manner that is unlawful or contrary to reasonably expected standards of sporting ethics;
- (h) never attempt to fix or contrive or otherwise improperly influence the course or result of a competition at the Games;
- (i) not appear in, participate in or permit your name or image to be used for or in connection with the endorsement, promotion or marketing of any betting or gambling agency as it relates to the Games; and
- (j) fully co-operate with any reasonable investigation carried out by (or on behalf of) the NZOC, New Zealand Police or CGF and provide any reasonable information and/or documentation requested by the NZOC, Police or CGF that may be relevant to the investigation.

6.2 If you have at any time (including prior to entering into this Agreement) been involved in any of the activities described in clause 6.1 above, you agree to immediately disclose this to the NZOC.

## **7. OBLIGATIONS OF NZOC**

7.1 During the Term of this Agreement, the NZOC agrees to:

- (a) select the Team in accordance with the process set out in the NZOC Nomination and Selection Regulation and if you are selected, publically announce your selection (in consultation with the National Federation);
- (b) provide a Chef de Mission and other NZOC personnel to provide necessary support to the Team and to represent the NZOC at the Games;
- (c) obtain relevant information from you and correctly complete your entry requirements for the Games;
- (d) determine and arrange your travel to the Games in accordance with any travel policy set by the NZOC, unless otherwise agreed with the NZOC;
- (e) determine and arrange your accommodation at the Games Village for at least the period of the day the Games Village opens to the day after the Closing Ceremony, whilst participating as part of the Team, unless otherwise agreed with the NZOC;



- (f) provide to the extent realistically possible, a high performance environment at the Games Village;
- (g) determine and arrange travel insurance and public liability insurance for you for the period, the details of which will be supplied to you by the NZOC as soon as practicable;
- (h) determine and supply to you the official Team delegation uniform and apparel (not competition uniform) to be worn as directed by the Chef de Mission or his nominee;
- (i) inform you of the necessary arrangements referred to in this Agreement by various means including providing you with access to the Team website extranet, inviting you to briefings, and providing you with written documentation;
- (j) provide advice and assistance to you for public relations, media and sponsorship matters which may arise;
- (k) where agreed with you, seek your Manager's approval when the NZOC has an obligation to seek your approval under the terms of this Agreement; and
- (l) consult with the CGF, Games Organising Committee, representatives of the New Zealand Government and other sports/representative bodies as appropriate, to ensure that (to the extent reasonably practicable) during the Games, security advice and security measures are in place for the safety of the Team.

## **8. MEDIA GUIDELINES**

### 8.1 During the Term of this Agreement, you:

- (a) are entitled to make public comment or communicate with the media relating to your personal preparation for the Games, providing those comments or communications comply with the remainder of this clause 8;
- (b) agree not to make or endorse any public statements that may have a negative effect on any member of the actual or potential Team (including Support Staff) during the build-up to the Games and/or during the Protected Period;
- (c) agree not to participate in any kind of demonstration or political, religious or racial propaganda is permitted in any Games sites, venues or other Games areas;
- (d) agree not to use CGF or NZOC Intellectual Properties on any social media, blog or internet platform, other than the Team Mark. You shall be entitled to use the Team Mark in certain defined circumstances (as notified to you by the NZOC);
- (e) agree not to create an actual or implied connection between any of your personal sponsors and the Team, the NZOC, its Commercial Partners, the CGF, or the Games in any forum including social media, blog or other internet platform; and
- (f) acknowledge and accept that the spokesperson on all matters concerning the Team is the Chef de Mission who may delegate responsibility for this role to any other official of the Team from time to time.

### 8.2 During the Protected Period, you will not have or make any arrangements, or carry out any such arrangements for:

- (a) exclusive media interviews; or
- (b) any interview for payment or reward,

without the prior approval of the NZOC Public Affairs & Communications Director or Chef de Mission, such approval not to be unreasonably withheld. The NZOC shall advise you of its decision within three (3) working days of receiving your written request for approval. For the avoidance of doubt, the NZOC's decision will be final and binding.

## **9. PROMOTIONS AND SPONSORSHIP**

9.1 The NZOC acknowledges that you may currently have (and/or may secure in the future) personal sponsors and that these relationships are important to you and need to be respected. However, during the Term of this Agreement, the NZOC and CGF also require certain commitments from every athlete selected for the Team in order to safeguard their commercial interests. To this end, you agree that during the Term of this Agreement:

- (a) you will not do anything (or omit to do anything) that undermines or damages the reputation or profile of the CGF, the NZOC, or its Commercial Partners;
- (b) you will not support, promote or encourage any persons or entities which are not Commercial Partners from seeking to be associated with yourself (in your capacity as a member of the Team), the Team itself, the NZOC, the CGF or the Games;
- (c) you will not, in any way whatsoever, use or assign the right to use, or reproduce in any manner, any CGF or NZOC Intellectual Properties, including but not limited to those outlined in the Major Events Management Act 2007 but excluding the Team Mark. You shall be entitled to use the Team Mark in certain defined circumstances; and

9.2 During the Term of this Agreement but subject to clause 9.3, you may appear or participate in any advertising, sponsorship, endorsement, fundraising, or promotional activity, provided such activity:

- (a) is the subject of an agreement entered into by you and a third party prior to the Nomination Date. Any agreement which is entered into after the Nomination Date with a third party must not be implemented until after the end of the Term of this Agreement unless approval is granted by the NZOC Commercial Director, prior to commencement of the activity and in accordance with any timelines advised by the NZOC in the Advertising, Promotion and Social Media Guidelines; and
- (b) does not relate to your membership of the Team or your athletic performance at the Games or any previous Olympic or Commonwealth Games in which you have competed; and
- (c) does not use, associate with, or reproduce in any manner, the CGF and/or the NZOC motto, anthem, music, emblems, mascots or the words or marks protected by the Major Events Management Act 2007 or other Intellectual Properties; and
- (d) does not represent that the person or body for whom the advertising, promotion or marketing activities are conducted or the goods or services to be advertised, promoted or marketed, are sponsors or have the approval of or affiliation with the NZOC, the Team, or the Games; and
- (e) does not bring you, the NZOC, the Commercial Partners, the Games, the Team, or any member of the Team into disrepute.

9.3 During the Protected Period, you agree:

- (a) not to allow your Identity to be used by any third party, (including your own personal sponsors seeking to activate any sponsorship rights or conduct any form of promotion or otherwise associate themselves with you), unless a Games Commercial Waiver has been approved by the NZOC in accordance with the Advertising, Promotion and Social Media Guidelines;
- (b) not to carry any other marks on any sporting equipment, other than the manufacturer's name/logo, within the allowed CGF or NZOC specifications;
- (c) to participate in activities organised by the NZOC and/or the Commercial Partners (in conjunction with the NZOC) from time to time in a manner compatible with enhancing the NZOC's reputation and with fundraising activities of the NZOC;
- (d) to provide reasonable assistance and cooperation to the NZOC and its Commercial Partners to enable the NZOC and its Commercial Partners to maximise the promotional benefits from the Commercial Partners' sponsorship/support of the NZOC and the Team. Unless otherwise agreed with the NZOC, you will not be paid any fee in relation to this assistance or cooperation, any travel and accommodation expenses incurred by you from attending such commercial activity will be at the NZOC and/or its Commercial Partner's cost, provided that such expenses are agreed with the NZOC prior to being incurred; and
- (e) to comply with all reasonable directions of the NZOC in assisting the NZOC and its Commercial Partners, providing that you will not be required to participate in any of the activities contemplated by the above clauses if participation would detrimentally affect your preparation for, or competition at, your event at the Games.

**10. USE OF IDENTITY**

10.1 You agree that:

- (a) during the Term of the Agreement, the NZOC may use your Identity to promote New Zealand's participation in the Games provided that any use of your Identity is editorial or limited to marketing and advertising activity of the NZOC on the basis of you being involved as a member of the Team. Portrayal of involvement in the Team may be achieved via a single image, a series of images or video clips or features on individual athletes in the build-up to the Games; and
- (b) at any time the NZOC may use your Identity as part of current and historical records, publications and activities concerning the Team and New Zealand's participation in the Games;

10.2 You also agree during the Term of the Agreement, the NZOC and its Commercial Partners may use your Identity for advertising and marketing where this is solely for the purpose their sponsorship of the Team, and will not contain or imply any endorsement by you of that Commercial Partner.

10.3 You agree to be televised, photographed and otherwise have your Identity recorded during the Term of this Agreement under the conditions and for the purposes determined from time to time by the CGF and the NZOC.

10.4 You agree to inform all your personal sponsors and your coach or Manager (if applicable), of the limitations imposed upon you during the Term of this Agreement. Failure to do so may lead to, amongst other things, ambush marketing, in which case the NZOC reserves the right to take action against you and/or your coach, Manager and/or personal sponsors.

10.5 You understand and accept that this Agreement restricts your freedom, and that of your personal sponsors, to use your Identity for the Protected Period and to the extent set out in this Agreement. You agree to such restrictions and understand that they are necessary and reasonable for the purposes of protecting the CGF, the NZOC and their Commercial Partners.

10.6 You understand that if by any act or omission you have caused a breach of any of the above provisions, sanctions may be imposed upon you in accordance with clause 13 of this Agreement.

## **11. DOPING**

11.1 The NZOC is a signatory to the World Anti-Doping Code and is committed to meeting its responsibilities under the Code.

11.2 You agree to be bound by, and must fully comply with, the NZOC Integrity Regulation as well as:

- (a) the World Anti-Doping Authority Code as implemented in New Zealand by the Sports Anti-Doping Rules made under the Sports Anti-Doping Act 2006, available on the website of Drug Free Sport NZ at [www.drugfreesport.org.nz](http://www.drugfreesport.org.nz);
- (b) the Anti-Doping rules (however described) of the IF of your sport;
- (c) the Anti-Doping rules (however described) of the Games Organising Committee of the Games;
- (d) the Anti-Doping rules (however described) of the CGF including any particular requirements imposed for the Games (copies of which are available from the NZOC); and
- (e) the Sports Anti-Doping Rules made under the Sports Anti-Doping Act 2006 and/or the Anti-Doping policy of your National Federation.

11.3 You acknowledge and agree that if you are found to have committed a doping offence under any one or more of the codes or rules described in clause 11.2, you may be penalised in accordance with those codes or rules and that in addition, this Agreement may be terminated immediately by the NZOC by providing written notice to that effect.

11.4 You must immediately notify the NZOC CEO, in writing, of any alleged doping infringement or case against you, as soon as you become aware of this.

## **12. MEDICAL**

12.1 You acknowledge that it is an essential requirement of this Agreement that the NZOC is kept fully informed if you are suffering any physical or mental injury, illness, condition or impairment that might prevent you from preparing for or competing in the Games to the highest possible standard. As such, you agree:

- (a) to arrange and undertake, at your own cost, a pre-Games mandatory health examination to determine your fitness or otherwise to prepare for and/or compete at the Games to the highest possible standard. This examination if undertaken in New Zealand must be carried out by a doctor or sports medical provider under contract with HPSNZ or otherwise approved by the NZOC. If the examination is undertaken overseas, it must be carried out by a practitioner approved by HPSNZ, or the NZOC. The requirements of the examination will be provided to you by the NZOC in due course;

- (b) to disclose to the NZOC any illness, injury or condition that may prevent you preparing for, or competing in, the Games to the highest possible standard as soon as you are aware of it;
- (c) in the event of clause 12.1(b) occurring or as a result of an inconclusive result under clause 12.1(a), you will arrange and undertake, at your own cost, further mandatory health examinations to the reasonable satisfaction of the NZOC. This examination if undertaken in New Zealand must be carried out by a doctor or sports medical provider under contract with HPSNZ or otherwise approved by the NZOC. If the examination is undertaken overseas, it must be carried out by a practitioner approved by HPSNZ, or the NZOC;
- (d) in addition to the health examinations undertaken in clause 12.1(c), the NZOC may also require you to arrange and undertake such further health examinations and medical screens as may be reasonably required, to ensure you are able to continue to prepare and perform at the Games to the highest possible standard. This examination if undertaken in New Zealand must be carried out by a doctor or sports medical provider under contract with HPSNZ or otherwise determined by the NZOC. If the examination is undertaken overseas, it must be carried out by a practitioner approved by HPSNZ, or the NZOC. Any costs arising from this examination will be met by the NZOC;
- (e) that any information about you obtained from the health examination(s) in sub-clauses 12.1(a), (c) and (d) where that information relates to your fitness to prepare for or compete in the Games to the highest possible standard, shall be made available to the NZOC's relevant medical personnel. On the termination or expiry of this Agreement, this health information will be destroyed, unless you advise the NZOC otherwise, in writing. You have rights in relation to this information under the Privacy Act and as further specified in this Agreement;
- (f) that any information obtained about you, that relates to your fitness or otherwise to prepare for or compete in the Games to the highest possible standard shall also be made available to the NZOC; and
- (g) to comply with all reasonable directions given by the NZOC in relation to your health and medical fitness.

### **13. DEFAULT / SANCTIONS**

13.1 If at any time during the Term of this Agreement, the NZOC or Chef de Mission determines, following the process set out in clause 13.2 of this Agreement that:

- (a) the declarations you made in your Athlete Application were false or misleading or are no longer accurate;
- (b) you have materially breached any provision of this Agreement; or
- (c) in their reasonable opinion you are suffering from any physical or mental injury, illness, condition or impairment that will prevent you from preparing for or competing in the Games to the highest possible standard,

(which are referred to as a "default",) the NZOC or Chef de Mission may impose one or more of the sanctions listed in clause 13.4.

13.2 Where the NZOC or Chef de Mission has reason to believe that a default has or may have occurred, the NZOC or Chef de Mission shall, as soon as reasonably practicable:

- (a) undertake or cause to be made such enquiries as are considered appropriate, having regard to the nature of the alleged default;
- (b) inform you of the particulars of the alleged default, relevant information obtained regarding the alleged default, and the sanctions that may be imposed if it is determined that a default has occurred;
- (c) inform the Chief Executive Officer (or his/her authorised representative) of your National Federation of the particulars of the alleged default, any information obtained regarding the alleged default, and the sanctions that may be imposed if it is determined that a default has occurred;
- (d) give you the opportunity within a reasonable timeframe (which shall be no longer than 24 hours if it occurs during the Games, and 48 hours if it occurs at any other time during the term of this Agreement) to provide your response to the particulars of the alleged default and any information disclosed to you; and
- (e) determine whether a default has occurred and inform you and the Chief Executive Officer of your National Federation (or his/her authorised representative) in writing of such determination, as soon as practicable.

13.3 Where the NZOC or Chef de Mission is investigating whether a default has occurred and where on the immediate evidence available, there is, in their reasonable opinion, a strong prima facie case of a default which is on its face sufficiently serious that it could lead to one or more of the sanctions specified in clause 13.4, the NZOC or Chef de Mission may suspend you while it/he completes an investigation and reaches a determination. During the period of suspension, the parties shall remain bound by this Agreement and you shall remain a member of the Team excepting that you shall be unable to participate in the Games or otherwise represent the Team in any capacity until the suspension is ended and/or a determination is made. The NZOC acknowledges that suspension is a serious step that could have significant impact on your career and as such, it will take into account all relevant considerations including the impact on you when determining the appropriateness of suspension. The NZOC will also use all reasonable endeavours to complete any investigation promptly.

13.4 Where it is determined that a default has occurred, the NZOC or Chef de Mission may take one or more of the following steps:

- (a) provide counselling and/or education to you to ensure the default is not repeated;
- (b) formally warn you that a repetition of the default (or other unacceptable behaviour) will result in a more severe sanction under this clause;
- (c) if the default occurs prior to the opening of the Games, withdraw your selection to the Team;
- (d) terminate this Agreement by giving you written notice to that effect;
- (e) terminate your membership of the Team either temporarily or permanently;
- (f) require you to leave the Games venues (which may include the Games Village);
- (g) exclude you from competition at the Games;
- (h) cancel and impound your Games accreditation card to prevent you access to the Games venues, including the Games Village;
- (i) require you to return to your usual place of residence, at the expense of the NZOC;

- (j) require you to pay by way of compensation or reparation the costs for any damage to property or persons caused by you;
- (k) where the NZOC considers it appropriate, upon presentation of information from the Chef de Mission and following due process (including the right for you to have support/representation present), it may prevent you from being eligible for consideration for selection for these Games or for future NZOC selected teams to Commonwealth and/or Olympic Games;
- (l) where the NZOC considers it appropriate to do so, and in accordance with the NZOC Nomination and Selection Regulation, refer the matter giving rise to the default to your National Federation to be dealt with in accordance with applicable rules of the National Federation; and/or
- (m) impose such other sanctions on you as are considered fair and reasonable in the circumstances.

#### **14. APPEALS**

- 14.1 You may appeal against a determination of the NZOC or Chef de Mission made under clause 13.1 or sanction imposed upon you under clause 13.4 to the NZOC Appeals Committee in accordance with the procedure set out in Schedule A to this Agreement.
- 14.2 The lodging of an appeal does not waive or suspend any sanction imposed under clause 13.4.
- 14.3 Either you or the NZOC or Chef de Mission may appeal against a decision of the NZOC Appeals Committee within 48 hours of the decision of that Committee, and:
- (a) any such appeal, if made during the Games Period, shall be made to CAS and conducted in accordance with the Code of CAS;
  - (b) any such appeal, if made outside the Games Period, shall be made to the Sports Tribunal and conducted in accordance with the rules of the Sports Tribunal; and
  - (c) the decisions of CAS and the Sports Tribunal shall be binding and any decision of the CAS are final and cannot be appealed.
- 14.4 Other than as provided for by this Agreement, neither party may commence proceedings in any court or tribunal other than CAS or the Sports Tribunal, unless otherwise agreed between you and the NZOC.
- 14.5 You acknowledge that the NZOC Board has delegated its power under Rule 5.1.j of the NZOC Constitution to hear and determine disciplinary matters and appeals in accordance with clauses 13 and 14 of this Agreement.

#### **15. TERMINATION OF AGREEMENT WHERE NO DEFAULT**

- 15.1 This Agreement may be terminated prior to the end of the Term of the Agreement by:
- (a) the NZOC terminating this Agreement and withdrawing your selection to the Team, by giving you notice to that effect, where a decision of the Sports Tribunal (following a Nomination Appeal

or Selection Appeal pursuant to the NZOC Nomination and Selection Regulation) affects your selection to the Team;

- (b) you withdrawing from the Team in accordance with clause 15.2;
- (c) written agreement between you and the NZOC; or
- (d) NZOC determining, in its sole discretion, to withdraw the Team (or any part of it) from the Games.

15.2 If you wish to withdraw from the Team under clause 15.1(b), you must give the Chef de Mission not less than three days written notice of your withdrawal. The Chef de Mission or his nominee may agree for this Agreement to terminate prior to the end of the three days at his discretion.

## **16. INSURANCE/INDEMNITY**

16.1 The NZOC will arrange travel and public liability insurance for all members of the Team, a summary of which will be provided to you by the NZOC as soon as practicable.

16.2 You understand and acknowledge that:

- (a) the NZOC (which for the purposes of this clause includes its members, officers, staff, support personnel, coaches and members of the Team) will not itself be liable to you for any loss, damage or injury of any kind to you or your property arising from or in connection with any act or omission of any person (including the NZOC) unless it arises as a direct result of a deliberate and wrongful act or omission by the NZOC; and
- (b) you release and indemnify the NZOC from any actions, proceedings, claims and damages (including all legal costs and other expenses) which may be taken or made against the NZOC or incurred or become payable by the NZOC arising out of any breach by you of the terms of this Agreement or otherwise arising from any unlawful, reckless, criminal or negligent acts or omissions by you.

## **17. DISPUTES AS TO MEANING AND APPLICATION OF THIS AGREEMENT**

17.1 If any dispute or difference arises between you and the NZOC (including the Chef de Mission) about the meaning or application of this Agreement or any clause within it (but excluding any matter which arises under clauses 13, 14 or 15 of this Agreement) then it is agreed that the parties will comply with the following procedure:

- (a) you and the NZOC shall use your best endeavours to resolve the difference or dispute by discussion between the parties and if necessary appoint a mutually agreeable mediator to assist in that process;
- (b) if agreement cannot be reached promptly (outside of the Games Period, within 14 days, or during the Games Period, within 24 hours), either the NZOC or you may submit the dispute to the Sports Tribunal (if outside the Games Period) or CAS (during the Games Period) to be determined in accordance with either the Rules of the Sports Tribunal or the Code of CAS; and
- (c) the decision of the Sports Tribunal or CAS, as the case may be, shall be final and binding and it is agreed that neither party may commence proceedings in any court or tribunal other than the Sports Tribunal or CAS.



## **18. EFFECT OF OTHER DOCUMENTS**

- 18.1 The Athlete Application completed by you is deemed to be incorporated into this Agreement. You confirm by signing the Athlete Agreement Acceptance Form, that the information you stated in the Athlete Application remains true and correct and that no matter has arisen that may or does affect the declarations made by you in that document.
- 18.2 The NZOC Nomination and Selection Regulation (found on [www.olympic.org.nz](http://www.olympic.org.nz)) is deemed to be incorporated into this Agreement. To the extent of any inconsistency between the terms of the NZOC Nomination and Selection Regulation and this Agreement, this Agreement shall prevail.
- 18.3 To the extent of any inconsistency between the terms of this Agreement and the CGF Constitution, the latter shall prevail.

## **19. PRIVACY**

- 19.1 The NZOC will need to collect personal information from you including but not limited to your contact details, performance results, and health/medical information (“**Personal Information**”) which will be collected and stored by the NZOC in accordance with its privacy policy (found at [www.olympic.org.nz](http://www.olympic.org.nz)).
- 19.2 Where Personal Information relates to your health, such information will be collected, held, used and disclosed in accordance with clause 12 of this Agreement.
- 19.3 Other Personal Information will be collected for the purposes of entering you in the Games, arranging accommodation, your uniform, administrative matters associated with your membership of the Team and for a historical record of your participation in the Games (including potentially for research, education and museum related purposes). In addition your Personal Information will be used to contact you prior to and after the Games and for media and promotional purposes including sponsorship promotions and opportunities prior to and during the Games in accordance with the terms of this Agreement.
- 19.4 By signing this Agreement, you agree to the NZOC collecting your Personal Information, and using it and storing it as long as reasonably required (including indefinitely in relation to historical records), for the purposes set out in this Agreement. You also agree to the NZOC passing on your Personal Information (excluding any Personal Information relating to your health) to the NZOC’s professional advisors, insurance provider, travel agent, uniform provider, the Games Organising Committee and the Commercial Partners for the purposes set out in clause 19.3.
- 19.5 Your Personal Information will be kept confidential and not collected, stored, used or shared, for any reason except as expressly provided in this Agreement.

## **20. NOT AN EMPLOYEE**

- 20.1 You acknowledge and agree that by entering into this Agreement, you are not an employee of the NZOC.

## **21. VARIATION TO AGREEMENT**

21.1 The parties agree that subject to the right of the NZOC to amend this Agreement at any time prior to the Nomination Date in accordance with the NZOC Nomination and Selection Regulation, any amendment to this Agreement will only be valid if it is in writing and signed by both parties.

## **22. SURVIVAL**

22.1 The following clauses continue in full force and effect notwithstanding termination or cessation of this Agreement, clauses 1, 10.1, 14, 16, 17, 19 and 23,.

## **23. GOVERNING LAW**

23.1 This Agreement shall be governed by and is to be construed in accordance with the laws of New Zealand.

## **24. EXECUTION OF AGREEMENT**

24.1 Execution of this Agreement shall be completed only when the parties have executed the Agreement in a manner as noted in 24.2 below and you have completed and returned to the NZOC prior to the Nomination Date the Athlete Agreement Acceptance Form.

24.2 This Agreement and the Athlete Agreement Acceptance Form may be executed in any number of counterparts including facsimile and scanned and emailed copies, and provided both the parties have executed one of such counterparts, each counterpart shall be deemed to have been executed by both parties.

## SCHEDULE A

### GOLD COAST PROCEDURE FOR APPEALS

If you wish to appeal against a decision of the NZOC or Chef de Mission made under clause 13 of this Agreement to the NZOC Appeals Committee (Appeals Committee) in accordance with clause 14 of this Agreement:-

1. If During the Games Period you must lodge a written notice of appeal with the Team Services Director via email ([Jake@olympic.org.nz](mailto:Jake@olympic.org.nz)) and the NZOC ([office@olympic.org.nz](mailto:office@olympic.org.nz)) or in person to the Team Services Director at the New Zealand Team Office in the Games Village or via email, within 24 hours of having received advice of the decision from the Chef de Mission;

or

If Outside of the Games Period, you wish to appeal against a decision made prior to your arrival to, or after your departure from, the Games Village, you must lodge a written notice of appeal with the CEO of the NZOC, ([Kereyn@olympic.org.nz](mailto:Kereyn@olympic.org.nz) and [office@olympic.org.nz](mailto:office@olympic.org.nz)) within 24 hours of having received advice of the decision from the NZOC or Chef de Mission.

2. Upon receipt (within time) of a written notice of appeal, the NZOC CEO shall convene an Appeals Committee which shall comprise no less than three (3) persons, appointed by the NZOC Board who shall include:
  - (i) A member of the NZOC Board; and
  - (ii) An athlete representative; and
  - (iii) An independent person who shall be the Chairperson of the Appeals Committee.
3. The NZOC CEO shall then advise you of the composition of the Appeals Committee and the date, place and time for the hearing of your appeal.
4. The Appeals Committee may determine its own procedure provided that it shall at all times ensure that it complies with the principles of natural justice. The Appeals Committee may receive evidence from or on behalf of the NZOC or the Chef de Mission, you, and any other persons it considers relevant.
5. The Appeals Committee shall consider the evidence and make a determination as soon as practicable after the hearing. It shall then advise the NZOC or the Chef de Mission and you in writing of its determination.
6. You have a right of appeal to the Sports Tribunal if outside of the Games Period, or CAS if during the Games Period, in accordance with clause 14.3 of this Agreement.
7. Any such appeal shall be brought and conducted in accordance with the Rules of the Sports Tribunal, or the Code of CAS, as the case may be.

**SCHEDULE B**

**GOLD COAST 2018 COMMONWEALTH GAMES TEAM**

**ATHLETE AGREEMENT ACCEPTANCE FORM**

**BETWEEN** **NEW ZEALAND OLYMPIC COMMITTEE INCORPORATED**, an incorporated society having its registered office at Olympic House, 350 Parnell Road, Parnell, Auckland ("NZOC")

**AND** \_\_\_\_\_ ("**I/my**")  
*(print your full legal name)*

\_\_\_\_\_ (**your sport**)

1. I have read and understand the terms of the Athlete Agreement for the Gold Coast 2018 Commonwealth Games.
2. I have had an opportunity to take independent advice regarding the terms of the Athlete Agreement.
3. I agree to the terms of the Athlete Agreement as set out in that Agreement as if they were set out in full and attached to this Athlete Agreement Acceptance Form.
4. I confirm that the declarations set out in my Athlete Application are still true and correct. If the declarations in the Athlete Application have changed in any way please note these below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Parent/Guardian Signature if Under 18**

If you are under the age of 18 as at the date of signing this Athlete Agreement Acceptance Form, it must be signed by your parent/guardian as set out below. Please note if the parents/guardians have signed where you are under 18, you do not need to sign.

I/We am/are the parent(s)/guardian(s) of the athlete named above, and I/we acknowledge we have read and understood the Athlete Agreement and consent to the terms of the Athlete Agreement.

Signed: \_\_\_\_\_  
(Parent/Guardian)

Signed: \_\_\_\_\_  
(Parent/Guardian)

Name: \_\_\_\_\_  
(Print name)

Name: \_\_\_\_\_  
(Print Name)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for and on behalf of the New Zealand Olympic Committee Incorporated

Signed: \_\_\_\_\_  
(Authorised signatory)

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print name)

Position: \_\_\_\_\_

***This Athlete Agreement Acceptance Form must be completed and returned prior to the Nomination Date or such other date which has been agreed between your National Federation and the NZOC.***

**RETURN OF ATHLETE AGREEMENT ACCEPTANCE FORM TO:**

Team Services  
New Zealand Olympic Committee  
PO Box 37-774  
Parnell  
Auckland 1151  
Email: [team@olympic.org.nz](mailto:team@olympic.org.nz)