

# Swimming New Zealand Accreditation Process and Terms & Conditions of Event Entry ("Terms")

#### 1. General

This document sets out:

- a. the process ("Accreditation Process") by which persons may apply to become accredited ("Accredited Persons") to events run by Swimming NZ ("Events");
- b. The terms and conditions of entry by Accredited Persons to Events.

For the purposes of this policy, Accredited Persons may include athletes participating at the Event ("Athletes"), coaches of Athletes, administrators, support staff and officials.

Photographers or journalists wishing to apply for Accreditation please see the <u>application for</u> <u>Media Accreditation to SNZ Events</u> page on the Swimming New Zealand Website.

## **Accreditation Process**

#### 2. Eligibility for Accreditation

**Athletes**: Athletes are automatically entitled to Accreditation without the need to formally apply.

**Coach**: A coach will only be accepted as an Accredited Person for each Event if the coach is a current member of the New Zealand Swim Coaches and Teachers Association (NZSCTA) and a member of Swimming NZ with the membership type of professional coach.

**Managers, officials, support staff and administrators**: persons within this category must be a member of Swimming NZ and shall only be granted accreditation if in a working capacity for his/her club.

## 3. Accreditation Process

Applications for Accreditation must be made on behalf of Clubs by the Regional Association to which the Club belongs at least one week prior to the Event on the prescribed form. Applications made by Clubs will not be accepted.

Accreditations are not transferable from one Event to another and a separate application must be made for each Event.

Athletes do not need to apply for Accreditation and shall receive Accreditation by virtue of their entry into the Event.

Swimming New Zealand, 14 Antares Place, Mairangi Bay, Auckland 0632 PO Box 302145. North Harbour. Auckland 0751 P: +64-9-478 2916 www.swimming.org.nz



## 4. Grant of Accreditation

Swimming NZ may in its sole discretion restrict the number of Accredited Persons in relation to each Event. If a club, region or zone applies for accreditations over their allocated number of accreditations the club will be contacted to confirm which accreditations will be cancelled.

Subject to the number of Accreditations available for the Event, Accreditation shall be considered in respect of persons who meet the eligibility criteria and agree to be bound by the terms and conditions of entry to the Event. Persons who have breached the Terms and Conditions of Entry for Accredited Persons at a prior Event may be refused Accreditation in Swimming NZ's sole discretion.

Accreditation shall not be transferable and does not permit Accredited Persons to be accompanied by dependent minors or guests when accessing areas designated for Accredited Persons only, such as the pool deck.

# **Terms and Conditions of Entry for Accredited Persons**

## 5. Swimming NZ Member Protection Policy

Accredited Persons are bound by the Swimming NZ Member Protection Policy. Accredited Persons acknowledge that they have read and understand the Member Protection Policy including:

i) the responsibilities they <u>have</u> to keep themselves and others safe in our sport;
ii) the standards of behaviour required by Swimming NZ in its Code of Conduct.
iii) the Member Protection Policy Working with Children Checking requirements.
iv) the processes and procedures contained in the Complaint Procedures.

For the safety of children, Swimming NZ strongly recommends that Clubs that have volunteers working with and around children obtain a police vet of the individual. Swimming NZ can act as a vetting agency if support is required in obtaining this.

## 6. Adherence to Rules

In addition to the Member Protection Policy, Accredited Persons agree to be bound by and fully comply with all FINA and Swimming NZ Rules, Regulations and By-Laws and any other relevant procedures and policies as set out on the Swimming NZ website.

## 7. Doping Control Authorisation for Athletes

Upon request from Swimming NZ, or its designees, Accredited Persons who are Athletes agree to submit to, and participate in, random drug testing conducted by Drug Free Sport NZ or the relevant approved doping authority at any time during Events.

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## 8. Photography

Accredited Persons agree to allow photograph, video, multimedia or film likeness taken by accredited photographers to be used for any legitimate purpose by Swimming New Zealand, or other organisations approved by Swimming New Zealand, without the necessity for Swimming NZ to obtain separate consent from the Accredited Person.

## 9. Medical

Accredited Persons consent to receiving any medical treatment, including ambulance transportation, that Swimming NZ, or its authorised designees or venue owners think necessary during or after the Event.

## 10. Safety

Accredited Persons agree to comply with all safety precautions undertaken by Swimming NZ (such as pool supervision and briefings such as team manager's meetings) and acknowledge that such safety precautions are a service to the Accredited Person and other participants but are not a guarantee from Swimming NZ that the Accredited Person will remain free from harm.

If the Accredited Person becomes aware of any hazard or any other matter which may cause harm to the Accredited Person or any other person, the Accredited Person shall report it to Swimming NZ immediately.

While Swimming NZ will take all reasonable and practicable steps to ensure the safety of Accredited Persons while at the Event, entry to the Event is at the Accredited Person's own risk and the Accredited Person is expected to take reasonable care for their own safety by following any hazard warning signs and complying with any health and safety policies which are applicable. Swimming NZ accept no liability in contract or tort for any injury to person, loss or damage sustained by the Accredited Person while at the Event and specifically excludes any liability for in respect of any claim for damages or exemplary damages arising from any injury to the Accredited Person.

## 11. Personal belongings

Accredited Persons agree and acknowledge that they are fully responsible for the security of their personal possessions at Events. Swimming NZ shall not be liable for any loss or damage to personal possessions howsoever such loss or damage was caused, during the Event.

## 12. Photos, Sound and Video Recordings:

Accredited Persons agree:

a. That images taken at the Events with a camera, mobile phone or other wireless device must not be used for any purpose other than private and domestic purposes;

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- b. not to sell, license, publish or otherwise commercially exploit any photographs taken at the Events.
- c. Not to use any images collected at the Events where that use would be regarded as offensive.

#### 13. Removal of Accreditation

Swimming NZ may in its sole discretion withdraw Accreditation from any person in breach of these Terms ("Withdrawal Decision").

Any Withdrawal Decision shall be in Swimming NZ's sole discretion and is not subject to appeal.

#### 14. Agreement to these Terms

Agreement to these terms is deemed by virtue of the grant of Accreditation.

Where Accreditation is granted to a minor it is a condition of Accreditation that a parent / guardian agrees to these terms on behalf of the Accredited Person.



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