



PNZ ATHLETE AGREEMENT

NEW ZEALAND PARALYMPIC GAMES TEAM

PARALYMPIC GAMES, RIO 2016

This Agreement must be completed, signed and returned to:

Chief Executive
Paralympics New Zealand
Suite 2.10
Axis Building
1 Cleveland Road
Parnell
Auckland 1052

To be completed by 25 March 2016

THIS AGREEMENT is dated the

day of

2016

PARTIES

BETWEEN: **PARALYMPICS NEW ZEALAND INCORPORATED** an incorporated society having its registered office at Suite 2.10, Axis Building, 1 Cleveland Road, Parnell, Auckland 1052

("PNZ")

AND: **[insert name of athlete] at [insert address]**

("You")

BACKGROUND

- A. PNZ is affiliated to the International Paralympic Committee ("IPC") as the National Paralympic Committee in New Zealand, and is recognised by Sport NZ as the National Sports Organisation ("NSO") for disabled athletes.
- B. You have submitted an Athlete Application, in accordance with the PNZ Selection Regulation for the Rio 2016 Paralympic Games ("PNZ Selection Regulation"), and that Athlete Application has been submitted to PNZ by the Application Date and certified by PNZ (in consultation with the Sports Organisation of your sport).
- C. PNZ is the appointed guardian of the Intellectual Property owned by the IPC and the Rio OCOG in New Zealand. This Agreement is designed to protect this Intellectual Property, and Intellectual Property owned or controlled by PNZ, against commercial use by organisations that are not official sponsors or partners of these various entities.
- D. PNZ relies on a mix of donations, government grants and support from sponsors to fund sport and community programmes for disabled athletes in New Zealand, including the significant costs of preparing and taking a New Zealand team to the Rio 2016 Paralympic Games. This Agreement is designed to protect PNZ's commercial interests, including sponsorships and fundraising activities, to ensure that the Games Team is fully funded and the athletes travelling to the Games are provided the best opportunity and environment possible to secure medals.
- E. It is a condition of eligibility for nomination and selection to the Games Team that you agree to the terms of this Athlete Agreement by completing and returning this Athlete Agreement to PNZ prior to the Nomination Date.
- F. By signing this Agreement you acknowledge that you are not guaranteed to be selected by PNZ to the Games Team.
- G. This Agreement only comes into effect if you are selected by PNZ to the Games Team. If you are selected to the Games Team, this Agreement comes into effect upon such selection (i.e. the "Selection Date") and if you are not selected to the Games Team, this Agreement does not come into effect.

H. This Agreement is an appendix to the PNZ Selection Regulation and the terms of the Regulation are incorporated into this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS

In this Agreement, unless the context indicates otherwise:

Application Date means the date, as specified by PNZ, by which Athletes must submit a completed Athlete Application to PNZ in accordance with the PNZ Selection Regulation.

Athlete means a person who wishes to be considered for nomination and selection to the Games Team under the PNZ Selection Regulation.

Athlete Agreement or **this Agreement** means this agreement that must be completed by any Athlete wishing to be considered for nomination and selection to the Games Team, a copy of which is attached to the PNZ Selection Regulation.

Athlete Application means the form that must be completed by any Athlete applying to be nominated and selected to the Games Team and that is attached to the PNZ Selection Regulation.

CAS means the Court of Arbitration for Sport.

Chief Executive means the Chief Executive Officer of PNZ and includes his/her nominee.

Connected Parties means parties connected with an Athlete in any way, including sponsors of the Athlete's NSO.

Constitution means the Constitution of PNZ.

DFSNZ means Drug Free Sport New Zealand.

Games mean the Rio 2016 Paralympic Games to be held in Rio, Brazil from 7 September to 18 September 2016.

Games Period means the period from 31 August 2016 to 21 September 2016 inclusive.

Games Team means the New Zealand Paralympic Team selected in accordance with the PNZ Selection Regulation to compete in the Games.

IF means an International Sports Federation.

IPC means the International Paralympic Committee.

Intellectual Property means all patents, registered designs, rights in computer software, databases and lists, ideas, processes, systems, methods, discoveries, innovations, inventions, improvements, devices, equipment, specifications, characteristics, designs, plans, drawings, original works of authorship, copyright works operating manuals, quality manuals, trade

secrets, know-how, experience, data, technical or other information, confidential information, domain names, trade or service marks (including logos and trade dress) and the like capable of ownership or protection at law and including all other intellectual property, in each case whether registered or unregistered (including applications for the grant of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.

Member means a member of PNZ as specified in the Constitution.

New Zealand Broadcast Rights-holder means Attitude Pictures and related parties involved in content creation and distribution in the build-up, during and post the Games.

Nominated Athlete means an Athlete nominated by the Sports Organisation in accordance with the PNZ Selection Regulation.

Nomination Appeal means an appeal against non-nomination brought in accordance with the provisions set out in the PNZ Selection Regulation.

Nomination Criteria means the Nomination Criteria as set out in the PNZ Selection Regulation.

Nomination Date means the date, as specified by PNZ (and includes any alternative date as agreed between PNZ and the Sports Organisation), by which the Sports Organisation must submit any Nominated Athletes to PNZ for consideration by the Panel.

NSO means a National Sports Organisation.

Rio OCOG means the Rio 2016 Organising Committee for the Olympic Games and Paralympic Games.

Panel means the PNZ Selection Panel established in accordance with the PNZ Selection Regulation.

Personal Sponsors means any commercial organisation that an Athlete may have entered into an agreement with to exchange image and other rights for cash or contra.

PNZ means Paralympics New Zealand Incorporated.

PNZ Board means the board of elected members which governs PNZ.

PNZ Code of Conduct means any code of conduct issued by the PNZ Board.

PNZ Intellectual Property means all Intellectual Property owned or under the guardianship of PNZ and includes the words and logos set out in **Schedule B** of this Agreement.

PNZ Selection Regulation means the PNZ Selection Regulation for the Rio 2016 Paralympic Games.

PNZ Sponsors means sponsors or partners supporting PNZ as shown in **Schedule C** of this Agreement and updated on the PNZ website (www.paralympics.org.nz) from time to time during and after the Term as required.

Selection Appeal means an appeal by an Athlete against their non-selection brought in accordance with the PNZ Selection Regulation.

Selection Date means the date on which the Chief Executive publicly announces which Athletes have been selected to the Games Team in accordance with the PNZ Selection Regulation.

Sports Organisation means any NSO that is a Member of PNZ.

Sports Tribunal means the Sports Tribunal of New Zealand established under the Sports Anti-Doping Act 2006.

Term has the meaning set out in clause 3.

Uniform means any item of apparel issued, or instructed to be worn, by PNZ or with PNZ's approval in connection with your participation in the Games Team and includes competition, training, travelling, casual, and formal apparel and accessories, as supplied by PNZ or PNZ Sponsors.

WADA means the World Anti-Doping Agency.

2. AGREEMENT OF NO EFFECT UNLESS SELECTED

2.1 This Agreement will **only** come into effect if you are selected by PNZ to the Games Team.

3. TERM OF AGREEMENT

Term: Notwithstanding the date this Agreement is signed, it is agreed that this Agreement shall commence on the Selection Date and will, subject to the rights of early termination in this Agreement set out in clause 14 (Default/Sanctions) and clause 15 (Termination of Agreement), terminate on 31 December 2016.

4. ELIGIBILITY & SELECTION

4.1 By completing and returning this Agreement, you confirm that the Athlete Application completed by you is accurate and that no matter has arisen that may, or does, affect the declarations made by you in the Athlete Application.

5. YOUR OBLIGATIONS

5.1 For the Term of this Agreement you agree to:

- a. comply with the terms of this Agreement;
- b. complete the PNZ Parental Consent, Emergency Contacts and Risk Disclosure for Minors Form **attached** at **Schedule A** of this Agreement;
- c. comply with all rules, regulations and policies of your Sports Organisation, PNZ, the IF, the IPC, the Rio OCOG and WADA;

- d. train and keep yourself in the best possible physical and mental conditions from the Selection Date until the end of the Games Period to enable you to compete in the Games to no less than the standard specified in the Nomination Criteria;
- e. disclose to the Chief Executive any matter which could or does affect the declarations made by you in the Athlete Application immediately upon your becoming aware of any such matter;
- f. observe and comply with all reasonable directions given by PNZ, through its Chef de Mission and any person appointed by him/her;
- g. during the Games Period, be subject to the control, management and reasonable direction of PNZ, through the Chef de Mission and any person appointed by him/her;
- h. comply with the PNZ Code of Conduct;
- i. conduct yourself in a proper manner so as not to bring yourself, the Games Team or PNZ into public disrepute;
- j. not make, comment, issue, authorise, offer or endorse any public criticism or statement having or designed to have a prejudicial effect on the interests of PNZ, the IPC, the Games or the Paralympic Games generally as an event, including any officers or staff of PNZ and the IPC;
- k. not bet or accept, give or in any way be involved in any inducement or bribe in relation to your own performance at the Games or the performance of any other athlete at the Games;
- l. not do or omit to do anything that does or may undermine or damage the reputation or profile of the IPC, PNZ, the Games, the Rio OCOG or any of their sponsors;
- m. live inside the Games village for the Games Period; and
- n. complete a comprehensive evaluation form and return it to PNZ before you leave the Games village at the conclusion of the Games.

6. OBLIGATIONS OF PNZ

6.1 For the Term of this Agreement, PNZ will:

- a. through the Panel and the PNZ Board, select the Games Team to represent New Zealand at the Games in accordance with the PNZ Selection Regulation;
- b. appoint the Chef de Mission and all other PNZ support personnel to attend and represent PNZ at the Games;
- c. for the Games Period, ensure you are provided access to medical, massage and physiotherapy treatment and facilities in the Games village and, where or when available, at other Games venues;

- d. for the Games Period, ensure you are provided with administrative and other support staff to facilitate your participation in the Games, including accreditation and obtaining access to training and competition venues for your sport;
 - e. obtain relevant information from you and complete your entry requirements for the Games;
 - f. determine and arrange your travel to and from the Games (by the route determined by PNZ to and from your usual place of residence), and ground transport at the Games as determined by PNZ;
 - g. determine and arrange your accommodation at the Games village during the Games Period;
 - h. determine and arrange travel insurance and other insurances for you to attend the Games as agreed with you, the details of which will be supplied to you;
 - i. determine and supply to you clothing to be worn as directed by PNZ or the Chef de Mission;
 - j. inform you of the necessary arrangements referred to in this Agreement by various means, including providing you with regular newsletters regarding preparations for the Games, inviting you to briefings, and providing you with written documentation;
 - k. provide advice and assistance to you for public relations and media and sponsorship matters which may arise during the Term of this Agreement; and
 - l. provide access to tickets to events at the Games subject to availability and at the discretion of the Chef de Mission or any other person appointed by him/her.
- 6.2 Where at any time during the Term of the Agreement the Chef de Mission is not available, input on any matter can be sought from the Chief Executive (or his/her nominee).

7. MEDIA

7.1 For the Term of this Agreement you will:

- a. be entitled to make public comment or communicate with the media in relation to your personal performance in training or competition, relating to the Games, as long as it complies with clauses 7.b to d below;
- b. not make, support or endorse any public statement that has or may have a negative effect on the interests of your Games Team members, the Games Team, PNZ, the Games, the Rio OCOG or the IPC generally;
- c. ensure that any media interviews or personal blogs/websites/social media statements or statements on other internet or mobile platforms do not directly or indirectly represent that your Personal Sponsors or any Connected Parties are sponsors of, associated with, or otherwise have the approval of, or are affiliated with, the Games Team, PNZ, the IPC

or the Games (including by the use of any PNZ Intellectual Property) and adhere to PNZ and IPC social media guidelines and policies; and

- d. not make any arrangements in advance of the Games Period, for execution within the Games Period, or, unless at the request of PNZ, organise to carry out any such arrangements for:
- i. any media interviews;
 - ii. being or acting as a journalist or author in any published media such as a blog, web page, website article, diary, journal for any commercial party (including media organisations), whether for reward or not (unless any rules, regulations or policies of the IPC regarding blogging otherwise apply);
 - iii. any interview for payment or other reward; and
 - iv. any personal website that creates an actual or implied connection between any of your Personal Sponsors or any Connected Parties and the Games Team, PNZ, the IPC or the Games,

without the prior written consent of the Chief Executive or his/her nominated representative (which shall be advised to you within five working days of receiving your written request for approval). Approved requests and any requests for you received by PNZ during the Games Period will be referred to the PNZ media team to manage.

7.2 You agree to make yourself available for any media arranged by PNZ or PNZ Sponsors in accordance with this clause 7 (Media) for up to a total of 20 hours during the Term (this may include answering questions, making comments, and/or participating in media events and activities), provided that:

- i. your appearance relates to your being a member of the Games Team;
- ii. PNZ has given you reasonable notice that your involvement or attendance is required. Reasonable notice shall ordinarily be 24 hours' notice for media interviews and five days' notice for media events or activities, unless an urgent situation arises in which case you are required to use your best efforts to attend; and
- iii. such involvement does not unreasonably interfere with your training or any other prior commitments you have which you have notified to PNZ or if participation would detrimentally affect your preparation for, or competition at, the Games. The Chief Executive or his/her nominated representative will consider requests for your exclusion from media on a case by case basis.

7.3 Your obligation to be available for media under this Agreement is limited to official media activities proactively arranged by PNZ, including during the Games Period, and excludes media which third parties, including the New Zealand Broadcast Rights-holder, may request you to attend or provide (even if those requests are conveyed to you by PNZ);

7.4 You acknowledge that the New Zealand Broadcast Rights-holder is a separate organisation tasked with creating broadcast content and distributing programming pre, during and post the

Games Period. You recognise that you may be approached, both directly and through PNZ, for involvement and that any media hours used on these requests are above those committed to PNZ in clause 7.2. Your involvement is encouraged and all requests for your time should be directed or re-directed to PNZ, which will facilitate your involvement provided that:

- i. your appearance relates to your being a member of the Games Team;
- ii. reasonable notice that your involvement is requested has been provided. Reasonable notice shall ordinarily be five days' notice, unless it is during the Games Period and you are answering questions regarding the Games (for example, about your preparation, performance or results), or an urgent situation arises in which case you are required to use your best efforts to attend;
- iii. the timing of such involvement does not unreasonably interfere with your training or any other prior commitments you have which you have notified to PNZ or if participation would detrimentally affect your preparation for, or competition at, the Games. PNZ will work with you to find an alternative time or location to involve you or will manage your exclusion with the New Zealand broadcast rights-holder;
- iv. your involvement does not contravene any sponsorship arrangements in place in support of the Games Team, PNZ, the IPC, Rio OCOG or the Games generally; and
- v. the New Zealand Broadcast Rights-holder agrees to cover the cost of any reasonable travel and accommodation incurred by your involvement in the activity.

7.5 You must wear the Uniform or such other items of clothing as directed by PNZ for all media activity, unless otherwise agreed.

7.6 You acknowledge that your appearance at media commitments under this clause 7 may be as an individual and not with other members of the Games Team but in each case, it will relate to your being a member of the Games Team.

7.7 PNZ or PNZ Sponsors will cover the cost of any reasonable travel and accommodation incurred by you in attending any PNZ media activity (ie. excluding any commitments under clause 7.4).

7.8 You agree and understand that:

- a. the spokesperson on all matters concerning the Games Team will be the Chief Executive or the Chef de Mission who may, in his/her discretion, delegate responsibility for this role to any other official of the Games Team; and
- b. no person other than the Chief Executive or the Chef de Mission may comment on the arrangements for or the venues of the Games, the management of the Games Team or fellow Games Team members or coaches.

8. PROMOTIONS AND SPONSORSHIP

8.1 As a member of the Games Team, during and after the Term, you agree to protect the Intellectual Property of PNZ, the IPC, Rio OCOG and the Games and related sponsors and will not assist, support, promote or encourage any persons or entities (including your Personal

Sponsors or Connected Parties) to create an association with yourself (in your capacity as a member of the Games Team) in a way that implies that they are an official sponsor of the Games Team, PNZ, the IPC, Rio OCOG or the Games, and to not yourself do or omit to do anything which may imply such an association;

- 8.2 You acknowledge that PNZ owns, controls all rights in, has the right to use or is the guardian of the PNZ Intellectual Property and all other Intellectual Property related to the IPC, the RIO OCOG and the Games. You agree that you may not, and shall procure that your Personal Sponsors or Connected Parties do not, at any time either during or after the Term, use, or allow or assist any third party to use or reproduce in any manner, any of the PNZ Intellectual Property except as permitted under this Agreement or any other agreement entered into directly with the owner of the Intellectual Property. If your Personal Sponsor is also an IPC, Games or Rio OCOG sponsor then the rights granted to your Personal Sponsor will be set out in an agreement directly between those parties. For the avoidance of doubt, it is acknowledged that the Uniform may include IPC, Games or Rio OCOG Intellectual Property owned by third parties and this clause is not intended to prohibit your use of the Uniform, including photographs of you wearing the Uniform, for personal/non-commercial purposes.
- 8.3 During and after the Term you can use such of the PNZ Intellectual Property, (including PNZ images and film) as is notified to you in writing by PNZ, on your website or social media channels to represent yourself as a member of the Games Team as long as such use does not show, or imply (in PNZ's reasonable opinion) an association between PNZ and your Personal Sponsors or Connected Parties and the usage is approved in advance in writing by PNZ or conforms to brand and IP policies issued by the IPC and the Rio OCOG from time to time.
- 8.4 During the Term you agree to assist and co-operate with PNZ and the PNZ Sponsors to enable PNZ and the PNZ Sponsors to maximise the promotional benefits from the sponsorship arrangements.
- 8.5 After the Application Date and during the Term of this Agreement (but outside the Games Period), you may appear or participate in any advertising, sponsorship, endorsement, fundraising, or promotional activity for Personal Sponsors or Connected Parties, where such activity:
 - a. is the subject of an agreement entered into by you with a sponsor prior to the Application Date, is disclosed in your Athlete Application and where written approval has been obtained from the Chief Executive;
 - b. does not relate to or reference in any way whether by Uniform or otherwise, your membership of the Games Team or your athletic performance at the Games or any previous games in which you have competed;
 - c. does not use, associate with, or reproduce in any manner any PNZ Intellectual Property or other Intellectual Property under the guardianship of PNZ;
 - d. does not directly or indirectly 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 of, associated with, or otherwise have the approval of or are affiliated with, the Games Team, PNZ, the IPC, Rio OCOG or the Games; and

- e. For the avoidance of doubt, use of the words "Paralympian", "Paralympic Athlete" and "Para-Athlete" and iterations related to your sport, for example, "Para-Swimmer", are permitted when describing yourself, but may not be used by your Personal Sponsors or Connected Parties if such use suggests any association with, endorsement by, or sponsorship of, PNZ, IPC, Rio OCOG, the Games or the Games Team.

8.6 During the Games Period you agree:

- a. not to allow your name, picture, image, likeness, voice, person, performance or other representation of you ("Your Identity") to be used by any party, including your Personal Sponsors or any Connected Party, for advertising, sponsorship, endorsement, fundraising, or promotional purposes, including on their websites, without the prior written approval of the Chief Executive (which shall be advised to you within five working days of receiving your written request for approval);
- b. not to carry any other marks on any sporting equipment, other than the manufacturer's name/logo, within the IPC specifications.

8.7 You agree to be, and on request to make yourself available 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 PNZ, the IPC and the Rio OCOG and related sponsors.

8.8 You agree to inform all your Personal Sponsors, your coach or manager (if applicable) and any Connected Parties, of the limitations imposed upon you, and them as it relates to your participation at the Games or as a member of the Games Team, during the Term of this Agreement. Failure to do so may lead to ambush marketing, in which case PNZ reserves the right to take any action against your Personal Sponsors or any Connected Party.

8.9 During the Term you agree to attend up to a total of 5 promotional appearances as a member of the Games Team (which may include events, marketing and fundraising activities but does not include media requirements as set out in clause 7) at the request of PNZ and PNZ Sponsors, complying with all reasonable directions and participating in a manner compatible with enhancing the reputation and maximising the promotional benefits for PNZ and PNZ Sponsors provided that:

- i. your appearance relates to your being a member of the Games Team;
- ii. in each case you will appear with at least two other Paralympic athletes unless, in the event of a PNZ Sponsor event or activity, the event or activity is held in private (such as a speaking engagement), and it will not be publicised in any medium external to the PNZ Sponsor, in which case you may be required to attend the promotion on your own and with or without a PNZ staff member or representative of a PNZ Sponsor;
- iii. your appearance and any related commercial collateral for PNZ Sponsors (ie. advertisements, posters, digital platforms etc) is positioned as per clause 9.2 (Rights);

- iv. PNZ has given you reasonable notice that your attendance is required. Reasonable notice shall ordinarily be five day's written notice, unless an urgent situation arises in which case you are required to use your best efforts to attend;
- v. the timing of such appearances do not unreasonably interfere with your training or any other prior commitments you have which you have notified to PNZ. If participation would detrimentally affect your preparation for, or competition at, the Games, PNZ will work with you to find an alternative time or location to involve you or will manage your exclusion with the PNZ Sponsor;
- vi. the duration of each individual appearance shall be no longer than 5 hours exclusive of travel, unless otherwise agreed with you; and
- vii. PNZ or PNZ Sponsors will cover the cost of any reasonable travel and accommodation incurred by you in attending any appearances.

8.10 During the Term you agree to comply with all reasonable directions of PNZ in assisting PNZ and the PNZ Sponsors.

8.11 You acknowledge and agree to use your best efforts to support and protect PNZ and the PNZ Sponsors, the IPC, Rio OCOG and the Games against third parties who are not official sponsors of these parties from seeking to be associated with these parties (or any of them) and will notify PNZ immediately if you become aware of any unauthorised use of Your Identity which may affect your obligations to PNZ, the IPC, Rio OCOG and the Games under this Agreement.

8.12 In addition, you also agree to:

- i. return to New Zealand with the Games Team on the date set by PNZ and keep yourself available for media and promotional activity for a period of 5 consecutive days beginning the day after you land in New Zealand. PNZ or PNZ Sponsors will cover the cost of any reasonable travel and accommodation incurred by you if you are required to remain in Auckland or need to travel to another destination that is not your home residence;
- ii. make yourself available for one celebratory event (using one of your promotional appearances per clause 8.9) at a venue in New Zealand to be confirmed and held within the term (domestic travel costs to be arranged and met by PNZ or PNZ Sponsors);
- v. sign memorabilia for promotional use by PNZ as reasonably requested by PNZ.

9. RIGHTS

9.1 You understand and accept that this Agreement restricts your freedom, and that of your Personal Sponsors or Connected Parties, to use Your Identity (as it relates to your participation at the Games or as a member of the Games Team) to the extent set out in this Agreement. You agree to such restriction and understand that it is necessary and reasonable for the purposes of protecting PNZ, the IPC, the Games, the Rio OCOG and each of their sponsors.

9.2 You grant PNZ a non-exclusive right to use Your Identity during the Term at any time, place and in any manner whatsoever in order to promote the Games Team and PNZ and to use and sublicense the use of Your Identity to PNZ Sponsors for the purposes of endorsing the brand and brand messages of the PNZ Sponsor in recognition of their role as a proud sponsor of PNZ

and/or the Games Team. It is agreed that such use will not imply a personal commercial endorsement of the PNZ Sponsor's products or services by you unless you have a separate personal or NSO agreement with the PNZ Sponsor, under which separate terms are agreed and of which PNZ is aware and has approved. You agree that PNZ and PNZ Sponsors may use Your Identity in this way in any advertisement, promotion, marketing activity, document or merchandise provided PNZ produces or obtains such material at its (or the PNZ Sponsor's) cost.

- 9.3 During and after the Term of this Agreement, you agree to allow PNZ and the PNZ Sponsors to use Your Identity to (a) promote New Zealand's participation in the Games or any future Paralympic Games and/or (b) in any broadcast or communication of all or any part of the Games, as long as such use is limited to Your Identity (whether alone or with others) being used factually as a member of the Games Team.
- 9.4 You agree that at any time during and after the Term PNZ may use, and may license third parties to use, Your Identity as part of current and historical records and publications concerning PNZ, the Games Team and New Zealand's participation in the Games, to identify you as part of the Games Team.
- 9.5 You confirm and warrant that you have not and will not assign or license any rights to Your Identity to any person or organisation (such as a sponsor) in a way that would prevent PNZ or the PNZ Sponsors from publishing or otherwise using such material in the manner described in this Agreement.

10. UNIFORM

- 10.1 During the Term, you must comply with all requirements related to the Uniform and clothing supplied to you as a member of the Games Team as notified to you by PNZ or as directed by the Chef de Mission, and not wear any clothing or accessories that PNZ or the Chef de Mission (in his/her discretion) deems inappropriate.
- 10.2 During the Term you must not wear any item of apparel branded or manufactured by any person or organisation other than the supplier of the Uniform or a PNZ Sponsor, when you are required to wear the Uniform unless approved in advance by PNZ or the Chef de Mission.
- 10.3 You must **not** at any time during the Term:
- a. wear the Uniform in any situation in which you are at or involved in any kind of event, appearance or activity for Personal Sponsors or Connected Parties, unless they are also PNZ Sponsors or you have prior written permission from PNZ to wear the Uniform at such event, appearance or activity;
 - b. appear or be shown in any PR/media, promotions, advertising, images or film for Personal Sponsors or Connected Parties wearing the Uniform, unless such Personal Sponsors or Connected Parties are also PNZ Sponsors or you have received written permission from PNZ to wear the Uniform in such PR/media, promotions, advertising, images or film;
 - c. alter the Uniform in any way without written permission (including, but not limited to, removing sleeves, shortening or lengthening skirts, adding logos of Personal Sponsors or Connected Parties). PNZ, PNZ Sponsor, IPC and Rio OCOG branding must not be in any way obscured on any item of the Uniform;

- d. exchange any items in the Uniform (if issued as part of the Uniform) for your own items when you are required to wear the Uniform, unless prior permission is given. For example, shoes cannot be exchanged for jandals, sneakers or any other footwear, and headwear and other accessories (eg sunglasses) cannot be exchanged for other headwear or other accessories. Any personal accessories (including belts, necklaces, earrings, wallet chains) should be kept to a tasteful minimum; or
 - e. wear any item of apparel branded or manufactured by any person or organisation other than the supplier of the Uniform or a PNZ Sponsor, when you are required to wear the Uniform.
- 10.4 During and after the Term, the Uniform can be worn for factual, Games heritage or personal purposes, for example a conference or school visit, but cannot be worn or pictured in any way implying an endorsement by PNZ, the IPC or Rio OCOG of any Personal Sponsors or Connected Parties, nor can it be worn again in competition unless permission is given by PNZ.
- 10.5 You must comply with all requirements related to the Uniform as specified by PNZ. If you are unsure of your obligations you agree to seek clarification from PNZ prior to wearing any other clothing at any appearances, events or competitions and in any media.
- 10.6 You agree that both during and after the Term you cannot wear, provide, sell or use, for gain by any commercial party other than a PNZ Sponsor, any part of your Uniform including competition wear as provided by PNZ or PNZ Sponsors.
- 10.7 PNZ may, in its complete discretion, where it considers it appropriate to do so in exceptional circumstances, grant exemptions to the obligations set out in this clause by agreement with you. Such exemptions may apply for the Term of this Agreement or on a case by case basis for a specific occasion.

11. ANTI-DOPING

- 11.1 You must not engage in doping and in particular you agree that you are bound by and, must comply with all relevant anti-doping rules, regulations and policies including the following:
- a. the sports anti-doping rules, regulations and policies of your Sports Organisation and the Sports Anti-Doping Rules made under the Sports Anti-Doping Act 2006 as amended from time to time;
 - b. the PNZ Anti-Doping Regulation (available at www.paralympics.org.nz) which consists of the Sports Anti-Doping Rules issued by DFSNZ and as amended from time to time;
 - c. the anti-doping rules, regulations and policies of the relevant IF;
 - d. the IPC Medical and Anti-Doping Code; and
 - e. the WADA Code as implemented in New Zealand by the Sports Anti-Doping Rules made under the Sports Anti-Doping Act 2006 (available at www.drugfreesport.org.nz).
- 11.2 You consent to DFSNZ and any other national anti-doping organisation undertaking tests, carrying out other investigations and taking any other steps as permitted by the anti-doping rules of PNZ, your Sports Organisation, IPC or any other applicable anti-doping rules. In

particular you must fully co-operate with DFSNZ, your Sports Organisation, PNZ, IPC and/or any other person or body undertaking any enquiries under any applicable anti-doping rules, into a possible or alleged anti-doping violation by you or any other person with whom you are associated. This may include attending interviews to answer questions, giving information and producing documents which you are required to do. You agree to DFSNZ, your Sports Organisation, PNZ, IPC and any other organisations or authorities permitted by any anti-doping rules, to collect, hold, use and disclose any personal information about you obtained from those tests, investigations or other steps, to the extent specified in the applicable rules.

- 11.3 You acknowledge and agree that if you are found to have committed a doping offence under any one or more of the rules described in clause 11.1, you may be penalised in accordance with those rules and that, in addition, this Agreement may be terminated in accordance with clause 14 (Default/Sanctions) or 15 (Termination of Agreement).
- 11.4 You must notify the Chief Executive, in writing, of any pending doping infringement or case against you at the time you execute this Agreement or as soon as you become aware of one during the Term of this Agreement.

12. MATCH FIXING AND BETTING

- 12.1 You agree to comply with all laws, rules, policies and procedures that your Sports Organisation, PNZ, the relevant IF, IPC and any other applicable organisations, related to match fixing, betting and/or other forms of corruption and misconduct (including those issued by your Sports Organisation, PNZ, the relevant IF, IPC and any other applicable organisations) during the Term of this Agreement. You agree to disclose to your Sports Organisation and PNZ any activity you become aware of which you suspect may be in breach of such rules, laws, rules, policies and procedures.

13. MEDICAL

- 13.1 To enable PNZ to determine that you are not suffering from any physical or mental injury, illness, condition or impairment that might prevent you from preparing for or competing in the Games to the standard specified in the Nomination Criteria, you agree, on the basis that any recipient of personal medical information shall keep such information strictly confidential and disclose it only to necessary and appropriate persons in accordance with this clause or as authorised by you:
- a. to disclose to PNZ any illness, injury or condition that may prevent you preparing for, or competing in, the Games as soon as you are aware of it;
 - b. to provide any medical related information requested in a timely manner;
 - c. to arrange and undertake such health examinations (at the expense of PNZ) with a medical professional determined by PNZ as may be required by PNZ or the Chef de Mission, to determine your fitness or otherwise to compete in the Games;
 - d. that all information about you obtained from the health examination in clause 13.1c may be kept, made available and added to by the medical professional who examined you, and any other PNZ support personnel (as agreed with you);

- e. that any information obtained about you that relates to your physical and mental condition to satisfactorily compete in the Games shall be made available to other members of your health and/or support team, particularly the Chief Executive and the Chef de Mission; and
- f. to comply with all reasonable directions given by the Chef de Mission, or his/her nominee, in relation to your health and medical fitness.

14. DEFAULT / SANCTIONS

14.1 If at any time during the Term of this Agreement, the Chief Executive or the Chef de Mission determines that you have:

- a. breached or failed to comply with this Agreement;
- b. breached or failed to comply with:
 - i. the Constitution;
 - ii. the regulations and policies of PNZ (including committing any violation of the PNZ Anti-Doping Regulation including the Sports Anti-Doping Rules);
 - iii. the rules of any event, competition or activity in which you have been selected to participate; or
 - iv. any reasonable instruction or request by the Chief Executive or the Chef de Mission, or the applicable coach(es);
- c. brought yourself, another Athlete, the Games Team, an official, or PNZ into disrepute;
- d. a significant illness or injury which in the opinion of the Chief Executive or the Chef de Mission will prevent you from continuing to meet the Selection Criteria on which you were selected; and/or
- e. failed to consistently maintain the level of performance and/or results or to maintain the Selection Criteria;

each referred to as a "Default", the Chief Executive may impose one or more of the sanctions listed in clause 14.3.

14.2 Where the Chief Executive or the Chef de Mission has reason to believe that a Default has, or may have, occurred, the Chief Executive or the Chef de Mission shall, as soon as reasonably practicable:

- a. undertake 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, any information obtained regarding the alleged Default, and the sanctions that may be imposed if it is determined that a Default has occurred;

- c. give you an opportunity within a reasonable time (which shall be no longer than 24 hours if it occurs between the Games Period, and 48 hours if it occurs during the Term of this Agreement) to provide your response to the particulars of the alleged Default and any information disclosed to you; and
- d. determine whether a Default has occurred and inform you and the chief executive of your Sports Organisation in writing of such determination, as soon as practicable.

14.3 Where it is determined that a Default has occurred, the Chief Executive may take one or more of the following steps:

- a. if the Default occurs prior to the opening of the Games, withdraw your selection from the Games Team;
- b. terminate this Agreement by giving you written notice to that effect;
- c. terminate your membership of the Games Team;
- d. require you to leave the Games venues (which may include the Games village);
- e. exclude you from competition at the Games;
- f. cancel and impound your Games accreditation card to prevent you access to the Games venues (including the Games village);
- g. require you to return to your usual place of residence;
- h. impose a monetary fine by way of a penalty up to a maximum of NZ\$1,000 to be paid within a specified period to either PNZ or any other person determine by PNZ associated with such Default;
- i. where PNZ considers it appropriate, upon presentation of information from the Chef de Mission, and following due process, it may prevent you from being eligible for consideration for selection from future PNZ selected teams to the games;
- j. where PNZ considers it appropriate, and in accordance with the PNZ Selection Regulation, refer the matter regarding the Default to your Sports Organisation to be dealt with in accordance with applicable rules of the Sports Organisation; and/or
- k. impose such other sanctions on you as are considered appropriate in the circumstances.

14.4 Subject to clause 15 (Termination of Agreement), if any of the sanctions in clause 14 are imposed on you, this Agreement, excluding clause 6 (Obligations of PNZ), shall continue in force until its expiry.

15. TERMINATION OF AGREEMENT

15.1 This Agreement may be terminated prior to the end of the Term by:

- a. PNZ terminating this Agreement and withdrawing your selection to the Games Team, by giving you notice to that effect, where a decision of the Sports Tribunal following a Nomination Appeal or Selection Appeal affects your selection to the Games Team;

- b. you withdrawing from the Games Team in accordance with clause 15.2; or
- c. written agreement between you and PNZ.

15.2 If you wish to withdraw from the Games Team under clause 15.1b you must give the Chief Executive not less than twenty-one (21) days' written notice of your withdrawal, unless otherwise determined in writing by the Chief Executive.

16. APPEALS

16.1 You may appeal against a determination of the Chief Executive or the Chef de Mission made or a sanction imposed upon you under clause 14 ("Defaults/Sanctions") in accordance with the following procedure:

16.2 You must notify the PNZ Board in writing if you wish to appeal ("Notice of Appeal"). This notice may be sent by email, facsimile or post, and must be received by the PNZ Board within 24 hours of your receipt of notice of the Determination.

16.3 The Notice of Appeal must set out the following:

- a. the Determination;
- b. the grounds on which the appeal is made; and
- c. the reasons or circumstances supporting the alleged grounds of appeal.

16.4 Within 48 hours of receiving the Notice of Appeal, the PNZ Board shall appoint an Appeals Committee which shall comprise no less than three people, who shall include:

- a. the Chief Executive or Chairperson of the PNZ Board;
- b. a member of the PNZ Board; and
- c. a person independent of PNZ (who shall be the Chairperson of the Appeals Committee).

16.5 The PNZ Board shall then advise you of the composition of the Appeals Committee, the date, place and time for the hearing of your appeal which shall be held as soon as possible.

16.6 The Appeals Committee may determine its own procedure, provided it complies with the principles of natural justice, and may hear evidence from you, PNZ, the Chef de Mission, the Chief Executive and/or any other person it, in its discretion, considers relevant.

16.7 The Appeals Committee shall consider the evidence and make a determination as soon as practicable after the hearing. It shall then advise the PNZ Board and you in writing of its decision.

17. INDEMNITY

17.1 You agree that PNZ will not be liable to you for any loss, damage, expense or injury of any kind to you or your property arising from or in connection with, directly or indirectly, any act, omission or fault of PNZ unless it arises as a direct result of a deliberate and wrongful act or omission by PNZ.

17.2 For the purposes of clause 17, PNZ includes its members, officers, staff, support personnel, coaches, officials and members of the Games Team.

17.3 You indemnify PNZ and shall keep indemnified PNZ from and against all actions, suits, causes of action, proceedings, claims, demands, costs, expenses and damages (whether in respect of damage to property, personal injury or otherwise, and including all legal costs and other expenses suffered or incurred by you) which may be incurred by PNZ or taken or made against PNZ arising out of any act or omission by you during the Term of this Agreement.

18. DISPUTE RESOLUTION

18.1 If any dispute or difference arises between you and PNZ (including the Chef de Mission) in relation to the meaning and application of this Agreement (excluding clauses 14 (Default/Sanctions), 15 (Termination of Agreement) or 16 (Appeals)) the parties agree that they will comply with the following procedure:

- i. use their best endeavours to resolve the difference or dispute by agreement between them and if necessary appoint, for that purpose, a mutually agreeable mediator; and
- ii. if agreement cannot be reached promptly by the process in clause 15a.i.i, to submit their difference or dispute to the Sports Tribunal (if outside the Games Period) or the CAS (if within the Games Period). Such a difference or dispute must be filed with the Sports Tribunal or the CAS within five days of the date of the meeting in clause 15a.i.i and determined in accordance with the relevant rules of the Sports Tribunal or the CAS; and
- iii. the decision of the Sports Tribunal or the CAS shall be final and binding on the parties and it is agreed that neither party may commence proceedings in any court or tribunal other than the Sports Tribunal or the CAS.

19. EFFECT OF OTHER DOCUMENTS

19.1 The Athlete Application completed by you is deemed to be incorporated into this Agreement.

19.2 The PNZ Selection Regulation is deemed to be incorporated into this Agreement. To the extent of any inconsistency between the terms of the PNZ Selection Regulation and this Agreement, this Agreement shall prevail.

19.3 To the extent of any inconsistency between the terms of this Agreement and the rules and regulations of the IPC, the latter shall prevail.

20. PRIVACY

20.1 PNZ will need to collect personal information from you including your contact details, performance results, and health/medical information ("Personal Information").

20.2 Where Personal Information relates to your health, such information will be collected, held, used and disclosed in accordance with clause 13 (Medical).

20.3 Other Personal Information will be collected for the purposes of arranging accommodation, your Uniform, administrative matters associated with your membership of the Games Team and for a historical record of your participation in the Games. In addition your Personal Information will be used to contact you prior to your departure for the Games and for promotional purposes including sponsorship promotions prior to and during the Games.

20.4 By signing this Agreement, you agree to PNZ collecting your Personal Information, and using it and storing it indefinitely, for the purposes set out in this Agreement. You also agree to it passing on your Personal Information (excluding any Personal Information relating to your health) to PNZ Sponsors for the purposes set out in this clause.

20.5 Your Personal Information will be kept confidential and will not be collected, stored, used or shared, for any reason except as expressly provided in this Agreement.

21. NOT AN EMPLOYEE

21.1 You acknowledge and agree that by entering into this Agreement, you are not an employee of PNZ.

22. VARIATION TO AGREEMENT

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

23. GOVERNING LAW

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

SIGNATURES

.....
Signature

.....
Name

.....
Date

Athlete Acceptance

I,[name] have read and understand the terms of this Agreement.

I have had an opportunity to take independent advice regarding the terms of this Agreement.

I agree to be bound to the terms and conditions of this Agreement.

I set out below my current sponsors (if any):

.....
.....
.....
.....

Signature:..... Dated:.....

Parent/Guardian Signature if under 18 years of age

In the case of an athlete under 18 years of age as at the date of signing this Agreement, it must **also** be signed by the parent(s) or guardian(s) of the athlete.

I/We are the parents/guardians of the athlete, and we acknowledge and agree to the acknowledgments and conditions specified in this Agreement

Signature:..... Dated:.....

Name:.....

SCHEDULE A

PNZ Parental Consent, Emergency Contacts and Risk Disclosure for Minors Form



**Paralympics New Zealand Parental Consent, Emergency Contacts
and Risk Disclosure for Minors**

PNZ TO COMPLETE

PNZ Games Team: _____

Details of event/competition/tour:

Location: _____

Start date: _____

Finish date: _____

PARENT / CAREGIVER TO COMPLETE - ATHLETE INFORMATION FORM

Name: _____

Address: _____

Telephone: _____ Mobile: _____

Age: _____

Family Doctor Name: _____ Telephone: _____

Address: _____

Medical History: _____

Required Medication: _____

Medic Alert number (if applicable): _____

EMERGENCY CONTACT DETAILS (please provide at least 2 sets of contact details)

Contact 1: Emergency Contact

Name: _____ Relationship: _____

Address: _____

Day Phone: _____ Evening Phone: _____

Mobile: _____

Contact 2: Alternative contact

Name: _____ Relationship: _____

Address: _____

Day Phone: _____ Evening Phone: _____

Mobile: _____

To be read and signed by parent/caregiver of minor.

Parental Consent

I agree to my child taking part in the PNZ event, competition, tour and have received sufficient information, including reading and signing the relevant PNZ athlete agreement for my child and reading and accepting the PNZ Supervision of Minors Policy.

I understand my child will be under the care of
(insert name of person/s) and there is a duty of care on this person to provide the degree of care towards minors in their care that could be expected from a careful and prudent parent.

I expressly authorise PNZ to seek and administer medical treatment in the case of an emergency and to take whatever steps they consider appropriate in the case of any emergency (e.g. safety, security issues).

Acknowledgement of Risk

I understand that there are risks associated with involvement in PNZ events, competitions and tours and that these risks cannot be completely eliminated. I understand that PNZ will identify any foreseeable risks and seek to minimise those risks.

Name: _____

Signature: _____

Date: _____

SCHEDULE B

PNZ Intellectual Property

TRADE MARKS

The following trade marks are owned by PNZ and can only be used according to the conditions of this Agreement. Any use must adhere to the PNZ Brand & Commercial Guidelines.

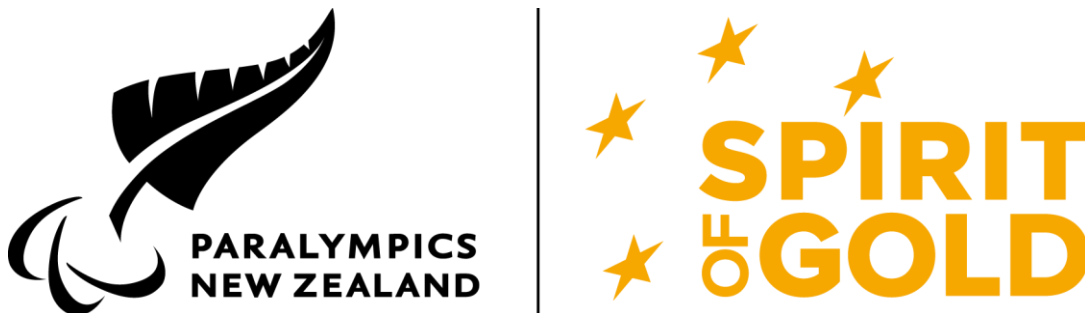
1. Paralympics New Zealand corporate logo

Please note that Paralympics New Zealand® is a registered trade mark.



2. Paralympics New Zealand Spirit of Gold® composite logo

Please note that Spirit of Gold® is a registered trade mark.



3. PNZ Spirit of Gold™ “Stars in Ascent” visual graphic / colour scheme



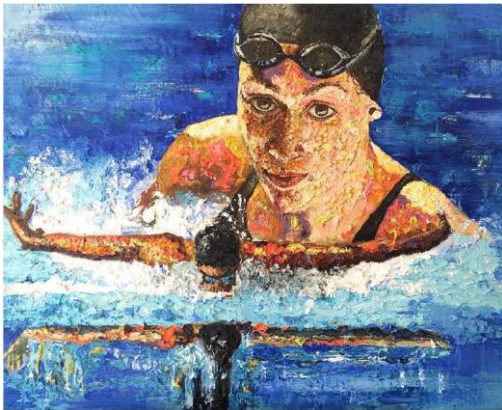
4. PNZ Spirit of Gold™ Para-Athlete Montage

Please note all that variants, featuring different athletes, are protected (example: below).



5. PNZ Spirit of Gold® Portrait Collection

Totalling 12 Portraits of New Zealand Paralympians and Para-Athletes (example: Sophie Pascoe)



6. IPC Logos

Multiple variants exist and all are under the guardianship of PNZ. The most common versions are:



7. Rio OCOG Logos

Multiple variants exist and all are under the guardianship of PNZ. The most common versions are:



SCHEDULE C

PNZ Commercial Partners

As may change from time to time, please refer to www.paralympics.org.nz for regular updates.

1. Major Partners



2. Supporting & Supply Partners

