



**Paralympics New
Zealand
Incorporated**

**Selection
Regulation for the
London 2012
Paralympic Games**

**Commencement Date
[1 April 2011]**

**Paralympics New Zealand Incorporated
Selection Regulation for the London 2012 Paralympic Games
("Regulation")**

1. Objectives of this Regulation

- 1.1 The objectives of this Regulation are to clearly document and make available to all Athletes and Sports Organisations the application, nomination and selection process to be used by PNZ in selecting Athletes for the Team to compete in the Games.

2. Application of this Regulation

- 2.1 This Regulation is issued by the Board under the Constitution.
- 2.2 This Regulation shall take effect from 1 April 2011.
- 2.3 This Regulation applies to:
- a. all Athletes wishing to be considered for nomination and selection to the Team to compete in the Games;
 - b. the Sports Organisations, including their Sport Specific Selectors (SSS+), that wish to nominate Athletes to PNZ to be considered for selection to the Team for the Games; and
 - c. the PNZ Selectors appointed to select Nominated Athletes to the Team for the Games.

3. Definitions

Affiliate Member	means a Member of PNZ as defined in the Constitution.
Application Date	means the date, as specified by PNZ, by which Athletes must submit a completed Athlete Application to PNZ in accordance with clause 6.2.
Athlete	means a person who wishes to be considered for nomination and selection to the Team under this Regulation.
Athlete Agreement	means the agreement that must be completed by any Athlete wishing to be considered for nomination and selection to

	the Team and which is attached to this Regulation as Appendix 2.
Athlete Application	means the form that must be completed by any Athlete applying to be nominated and selected to the Team and which is attached to this Regulation as Appendix 1.
BANZ	means Boccia Association of New Zealand Incorporated if it is a Member of PNZ.
Board	means the Board of PNZ as constituted under the Constitution.
Board Members	means the members of the Board of PNZ as defined in the Constitution.
CAS	means the Court of Arbitration for Sport.
Chief Executive	means the Chief Executive Officer of PNZ and includes his/her nominee.
Commencement Date	means the date this Regulation came into force, namely 1 April 2011.
Constitution	means the Constitution of PNZ.
DFSNZ	means Drug Free Sport New Zealand.
Games	means the London 2012 Paralympic Games to be held in London from 29 August 2012 to 9 September 2012.
General Selection Criteria	means the selection criteria as set out in clause 9.2.
IF	means an International Sports Federation.
IPC	means the International Paralympic Committee.
Member	means a member of PNZ as specified in the Constitution.
Nomination Appeal	means an appeal against non-nomination brought in accordance with the provisions of clause 12.

Nominated Athlete	means an Athlete nominated by the Sports Organisation in accordance with clause 7.
Nomination Criteria	means the Nomination Criteria as set out in clause 7.4.
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.
NZWR	means New Zealand Wheelchair Rugby Association Incorporated if it is a Member of PNZ.
NZWT	means New Zealand Wheelchair Tennis Incorporated if it is a Member of PNZ.
Over-Riding Selection Criteria	means the criteria set out in clause 9.3.
Panel	means the PNZ Selection Panel established in accordance with clause 4.
PNZ	means Paralympics New Zealand Incorporated.
PNZ Code of Conduct	means any code of conduct issued by the Board.
PNZ Selector	means a person that is a member of the Panel.
Principal Member	means a Member of PNZ as defined in the Constitution.
Selection Appeal	means an appeal by an Athlete against their non-selection brought in accordance with clause 12.
Selection Criteria and PNZ Selection Criteria	means the criteria and factors set out in clauses 9.2, 9.3 and 9.4.

Selected Athlete	means an Athlete selected by the Panel in accordance with clause 9.
Specific Selection Factors	means the selection factors set out in clause 9.4.
Sports Organisation	means BANZ, WBNZ, NZWR, NZWT and 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.
SSS	means sport specific selectors appointed by each Sports Organisation.
Team	means the New Zealand Paralympic Team selected in accordance with this Regulation to compete in the Games and excludes any Athletes selected as reserves.
WADA	means the World Anti-Doping Agency.
WBNZ	means Wheelchair Basketball New Zealand Incorporated, if it is a Member of PNZ.

Unless specified otherwise, any other terms used in this Regulation shall have the meanings set out in the Constitution.

4. **PNZ Selection Panel**

- 4.1 **Sub-Committee:** In accordance with the Constitution and this Regulation, the Board shall appoint a sub-committee to be known as the PNZ Selection Panel (~~%Panel+~~) to select Nominated Athletes to the Team for the Games.
- 4.2 **Composition:** The Panel shall comprise of three (3) PNZ Selectors who meet the criteria for appointment specified in clause 4.4 (Criteria for Appointment).
- 4.3 **Application Process:** Any person seeking to be a PNZ Selector must make a written application to the Chief Executive. All applications must be submitted by the date specified by the Chief Executive, unless otherwise agreed with the Chief Executive. The Board and/or the Chief Executive may invite any person to make an application to be a PNZ Selector. Board Members may apply to be appointed as a PNZ Selector but if they do so, they must remove themselves from any part in the deliberations or

appointment of the Panel by the Board and any matters where clause 4.8 (Conflicts of Interest) applies. Once the applications have been received by the Chief Executive, he/she will make recommendations to the Board of the persons (if any) he/she considers suitable for appointment as PNZ Selector(s). The Board may call for further applications if it so wishes. The Board shall determine from amongst the applications (including any recommendations from the Chief Executive) which persons to appoint as PNZ Selectors and shall notify the successful applicants of their appointments.

- 4.4 **Criteria for Appointment:** In considering the applications for appointment as a PNZ Selector, the Board shall appoint based on merit and in doing so shall take into account the following factors about the applicant:
- a. their prior experience as a selector;
 - b. their knowledge of, and experience in high performance sport;
 - c. their occupational skills, abilities, and experience; and
 - d. their knowledge of, and experience in, sport generally.
- 4.5 **Chairperson:** A chairperson of the Panel shall be appointed by the Board from amongst the three (3) PNZ Selectors appointed to the Panel.
- 4.6 **Quorum:** The quorum for all meetings of the Panel (including meetings held by teleconference) is three (3) PNZ Selectors.
- 4.7 **Term of office:** All PNZ Selectors will be appointed until the conclusion of the Games on 9 September 2012 or such other period as determined by the Board. If a PNZ Selector resigns during their term of office, the Board shall appoint a replacement person for the balance of the term on the recommendation of the Chief Executive.
- 4.8 **Conflicts of Interest:** If any PNZ Selector has, or considers, they may have, a conflict of interest in considering the selection or otherwise of a Nominated Athlete(s) to the Team he or she must declare such a conflict, or potential conflict, immediately to the Chief Executive. The Chief Executive shall decide whether the PNZ Selector is able to deliberate and/or vote on the selection or otherwise of that Nominated Athlete(s) and/or, if the nature and extent of the conflict is such that the PNZ Selector should be removed from the Panel, to recommend such removal to the Board under clause 4.9 (Removal).
- 4.9 **Removal:** The Board may remove any one (1) or more of the PNZ Selectors (either permanently or for such period as the Board considers appropriate), if the Board considers, in its sole discretion, that:

- a. the PNZ Selector has a conflict of interest which cannot be resolved to the Board's satisfaction;
- b. there are circumstances which may give rise to a question of bias in the selection process;
- c. the PNZ Selector has breached any PNZ Code of Conduct and/or any PNZ regulation; or
- d. the PNZ Selector has brought PNZ (including any employee, official or Member) into disrepute.

Before removing any PNZ Selector from the Panel, the Board must notify the PNZ Selector of its proposal to remove him/her and give the PNZ Selector an opportunity to make submissions on the proposed removal.

4.10 **Replacement Member:** If the circumstances in clause 4.9 (Removal) occur, the Board shall appoint a replacement PNZ Selector for the balance of the term on the recommendation of the Chief Executive.

4.11 **Role and Responsibilities:** The role of the Panel is to select from amongst the Nominated Athletes those Athletes it considers should be selected to the Team. The responsibilities of the Panel are to:

- a. agree in writing to adhere to this Regulation and any other rules, regulations or reasonable directions of the Board;
- b. following review by the Board, select those Nominated Athletes who it considers should be selected to the Games in accordance with the applicable Selection Criteria and in accordance with this Regulation;
- c. follow the procedure set out in this Regulation;
- d. keep all deliberations and discussions regarding selection matters confidential to the Panel, unless authorised by the Board to disclose matters in accordance with this Regulation;
- e. support and promote the Selection Criteria and processes for selection as set out in this Regulation; and
- f. be positive advocates for PNZ and all of its activities.

4.12 **Procedures:**

- a. The Panel shall meet as and when required and on request by the chairperson of the Panel, or the Chief Executive.

- b. The chairperson of the Panel shall ensure that minutes are taken of all meetings of the Panel (including all meetings held by teleconference or other electronic means). All minutes are to be kept confidential to the Panel, the Chief Executive, and the Board, unless otherwise determined by the Chief Executive.
 - c. The chairperson of the Panel shall also ensure that there is a record of all documents relied on by PNZ Selectors and all other communications regarding the selection and non-selection of Nominated Athletes to the Team. All such documentation and communications are to be kept confidential to the Panel, the Chief Executive, and the Board, unless otherwise determined by the Chief Executive.
 - d. The Panel shall use its best efforts to achieve its decision by consensus however, if any decision is not unanimous, the decision of the majority of PNZ Selectors will be sufficient.
 - e. All public comments regarding the selection or non-selection of any Nominated Athletes to the Team will be made by the Chief Executive as determined by the Chief Executive, and no other person, on behalf of PNZ. For avoidance of doubt, this clause does not prevent any PNZ Selector publicly discussing the selection processes generally or the content of this Regulation, provided that such comments are consistent with and supportive of this Regulation, and prior written approved by the Chief Executive.
 - f. All discussions between a PNZ Selector(s) and a Nominated Athlete(s) regarding the selection or non-selection of a Nominated Athlete(s) to the Team prior to or after the selection or non-selection shall only occur with the prior written approval of the Chief Executive.
- 4.13 **Expenses:** The Chief Executive may, in his/her sole discretion, reimburse PNZ Selectors for their actual and reasonable expenses incurred in the conduct of their responsibilities.

5. Application, Nomination and Selection Process

- 5.1 **Application, Nomination and Selection Process:** The process for application, nomination and selection of the Team shall be in three stages, namely:
- a. **Application:** the completion and return to PNZ of an Athlete Application and Athlete Agreement in accordance with clause 6 (Athlete Application and Athlete Agreement . Eligibility for Nomination and Selection Procedure); and

- b. **Nomination:** the nomination of Athletes in accordance with clause 7 (Nomination Procedure); and
- c. **Selection:** the selection of Nominated Athletes in accordance with clause 8 (Selection Procedure).

6. **Athlete Application and Athlete Agreement – Eligibility for Nomination and Selection Procedure**

6.1 **Eligibility for Nomination and Selection Procedure:** Any Athlete who wishes to be considered for nomination and selection to the Team must:

- a. complete and submit the Athlete Application and Athlete Agreement in accordance with clause 6.2 (Athlete to complete and submit Athlete Application and Athlete Agreement); and
- b. satisfy the eligibility criteria set out in clause 6.3 (Eligibility Criteria).

6.2 **Athlete to complete and submit Athlete Application and Athlete Agreement:** Any Athlete wishing to be considered for nomination and selection to the Team must:

- a. fully complete and return to PNZ, prior to the Application Date, an Athlete Application in the form **attached** as **Appendix 1** to this Regulation;
- b. fully complete and return to PNZ, prior to the Nomination Date, the Athlete Agreement **attached** as **Appendix 2** to this Regulation;
- c. sign, observe, comply and abide by the rules and regulations outlined in the IPC Eligibility Code (extract **attached** in **Appendix 3**) distributed to the Athletes by PNZ; and
- d. meet the IPC sport-specific classification and have a designated IPC classification status (set out on the IPC website . www.paralympic.org).

6.3 **Eligibility Criteria:** In completing the Athlete Application, the Athlete must confirm that s/he:

- a. is a member of a Principal Member or Affiliate Member of PNZ;
- b. has met all the eligibility requirements of the IPC and any other applicable IF requirements for participation in the Games; and
- c. is a New Zealand citizen.

6.4 **Effect of submission of Athlete's Application and Athlete's Agreement:** By completing the Athlete Application and the Athlete Agreement and returning such documents to PNZ the Athlete warrants that he or she has met, or will by the

Nomination Date have met, the obligations and requirements of the Athlete Application and the Athlete Agreement.

- 6.5 **Distribution of Athlete Application and Athletes Agreement:** PNZ will make the Athlete Application and Athlete Agreement available to all Athletes by publishing them on PNZ's website. PNZ will also provide such documents on request to any Athlete wishing to apply for nomination and selection to the Team and make available the Athlete Application and Athlete Agreement to the Sports Organisations.
- 6.6 **Athlete to submit Athlete Applications by Application Date:** Athletes shall submit their Athlete Application to PNZ by the Application Date. PNZ may accept an Athlete Application after the Application Date, in its discretion.
- 6.7 **PNZ to certify Athlete Application:** Upon receipt of each completed Athlete Application, PNZ shall assess the following matters and if satisfied, certify that:
- a. the Athlete is a member of a Principal Member or Affiliate Member of PNZ;
 - b. to the knowledge of PNZ (and in consultation with the Sports Organisation) the Athlete has not breached any rules and regulations of the Sports Organisation, the IF, the IPC, or WADA; and
 - c. the Athlete is not currently under disqualification or suspension under the rules of the Sports Organisation, the IF, the IPC or WADA.
- 6.8 **Non-certified Athletes:** If PNZ does not certify that the requirements in clause 6.7 (PNZ to certify Athlete Application) have been met it shall notify the Athlete of such non-certification. An Athlete whose Athlete Application has not been certified may re-apply for nomination and selection by completing a new Athlete Application, provided s/he does so before the Application Date, unless otherwise agreed in writing by PNZ.
- 6.9 **PNZ to notify Sports Organisations:** Upon certifying each completed Athlete Application in accordance with clause 6.7, (PNZ to certify Athlete Application) PNZ shall notify the Sports Organisations accordingly.
- 6.10 **Distribution and Completion of Athlete Agreement:** After notifying the Sports Organisations in accordance with clause 6.9 (PNZ to notify Sports Organisations), PNZ shall notify each Athlete of the procedure for obtaining a copy of the Athlete Agreement from the PNZ website for completion by the Athlete and return to PNZ.
- 6.11 **Amendment of Athlete Agreement:** PNZ may amend the Athlete Agreement at any time prior to the Nomination Date, provided the applicable Athlete(s) are notified of such amendment. If an Athlete has already signed and returned the Athlete Agreement prior to the Nomination Date, then he/she will be required to sign an amended Athlete Agreement and return it prior to the Nomination Date to remain eligible for nomination. After the Nomination Date, PNZ may amend the Athlete

Agreement in respect of an Athlete provided that no such amendments to the Athlete Agreement will be effective until signed by or on behalf of the affected Athlete.

7. Nomination Procedure

7.1 Nomination of Athletes: The SSS of each Sports Organisation may nominate Athletes to PNZ to be considered for selection in the Team.

7.2 Conditions of Nomination: The SSS of each Sports Organisation may only nominate an Athlete who:

- a. has returned a completed a completed Athlete Application to PNZ by the Application Date which has been certified by PNZ in accordance with clause 6.7(PNZ to certify Athlete Application) of this Regulation;
- b. has returned a completed Athlete Agreement to PNZ prior to the Nomination Date;
- c. has met the Nomination Criteria set out in this Regulation;
- d. has demonstrated to the satisfaction of the Sports Organisation(in consultation with PNZ) that the Athlete is not suffering any physical or mental health impairment that would prevent them from completing in the Games to the highest possible standard;
- e. has acted in such a manner so as not to bring the Athlete, the particular sport, the Sports Organisation or PNZ into public disrepute;
- f. to the knowledge of the Sports Organisation (in consultation with PNZ) has not committed any anti-doping offence as defined in the anti-doping rules, regulations and/or policies of the relevant Sports Organisation, IF, PNZ, or IPC;
- g. from the date specified by PNZ has had their name, contact address details registered with DFSNZ for the purposes of out-of-competition drug testing;
- h. has agreed to be available for drug testing by DFSNZ and/or any other recognised drug testing authority; to comply with the Sports Anti-Doping Rules issued by DFSNZ and adopted by PNZ; to register with WADA for out-of-competition drug testing; and to provide accurate and up-to-date whereabouts information in accordance with the World Anti-Doping Code;
- i. has demonstrated to the satisfaction of the Sports Organisation that they will maintain the designated level of fitness and standard of competitiveness as set out in the Athlete Agreement; and

- j. in the case of a team event or disciplines the relevant team has qualified a place under the applicable IF/IPC qualification criteria and the individual members of those teams have met the Nomination Criteria.

Sub-clause for this clause shall not apply to any anti-doping offence for which the Athlete has been sanctioned where such sanction has been satisfied in full.

- 7.3 **Failure to comply:** Failure to comply with, or maintain compliance with, any part of clause 7.2(Conditions of Nomination) may result in the Athlete not being eligible for consideration for selection, or, if selected, being removed from the Team.

- 7.4 **Nomination Criteria:** Provided the requirements set out in clause 7.2 (Conditions of Nomination) are met, the SSS of the Sports Organisations may nominate Athletes who have met the relevant Nomination Criteria set out in the Schedules specified below:

- | | | |
|----|-----------------------|---------------------|
| a. | Athletics | - Schedule A |
| b. | Boccia | - Schedule B |
| c. | Cycling | - Schedule C |
| d. | Equestrian | - Schedule D |
| e. | Goalball | - Schedule E |
| f. | Powerlifting | - Schedule F |
| g. | Rowing | - Schedule G |
| h. | Sailing | - Schedule H |
| i. | Shooting | - Schedule I |
| j. | Swimming | - Schedule J |
| k. | Table Tennis | - Schedule K |
| l. | Wheelchair Basketball | - Schedule L |
| m. | Wheelchair Rugby | - Schedule M |
| n. | Wheelchair Tennis | - Schedule N |

- 7.5 **Number of Nominated Athletes:** Subject to clause 7.10(Reserves), the SSS of each Sports Organisation may only nominate the number of Athletes permitted by the IPC for that sport's participation in the Games, unless otherwise agreed in writing with PNZ. This clause does not prevent the SSS of a Sports Organisation nominating less than the number of Athletes permitted by the IPC for that sport.

- 7.6 **No Obligation to fill available Number of Nominations:** There is no obligation on the SSS of a Sports Organisation to nominate the number of Athletes permitted by the IPC if they do not consider that sufficient Athletes meet the Nomination Criteria.
- 7.7 **Notification of Nomination:** The SSS of each Sports Organisation must advise PNZ of their Nominated Athletes by the Nomination Date, and notify the Nominated Athletes of any additional preconditions they must satisfy in accordance with clause 8.2d (Conditions of Selection). Any nomination made after the Nomination Date will be invalid, subject to clause 7.9 (PNZ may accept late Nomination).
- 7.8 **Verification of Performance:** The SSS of each Sports Organisation must provide satisfactory evidence to PNZ of the results, performances and standards and any other information reasonably requested including conditions of performances achieved by any Nominated Athletes and considered by the SSS of the Sports Organisations in determining the nomination of the Athlete.
- 7.9 **PNZ may accept late Nomination:** PNZ may accept a nomination after the Nomination Date where it is made as a result of a Nomination Appeal brought in accordance with the Nomination Appeal procedures set out in clause 12.5 (Procedure for Nomination Appeals).
- 7.10 **PNZ to inform Athletes of nomination or non-nomination:** By the Nomination Date, PNZ must advise each Athlete who returned a completed Athlete Application prior to the Application Date, of their nomination or non-nomination.
- 7.11 **Reserves:** The SSS of each Sports Organisation shall apply the Nomination Criteria in determining Athletes who may be nominated to PNZ as reserves, should any Nominated Athlete withdraw or not be selected by PNZ.
- 7.12 **Nomination no Guarantee of Selection:** Nomination of any Nominated Athlete to PNZ does not guarantee or secure selection of that Athlete by the Panel to the Team.

8. **Selection Procedure**

- 8.1 **Panel to Select Athletes:** The Panel shall be solely responsible for selecting from amongst the Nominated Athletes those Athletes who will be members of the Team.
- 8.2 **Conditions of Selection:** The Panel shall, in considering the selection of any Nominated Athlete to the Team, be satisfied that the Nominated Athlete:
- a. has met and, where relevant, is continuing to meet the conditions of nomination in clause 7.2 (Conditions of Nomination) of this Regulation;
 - b. has met the Nomination Criteria and is continuing to train and achieve results consistent with such criteria;

- c. if requested by the Panel, has undertaken medical and/or fitness assessment/s with results which satisfy the Panel that they are not physically or mentally impaired so as to prevent them from competing in the Games to the highest possible standard; and
- d. has satisfied any additional preconditions advised in writing to the Nominated Athlete by the Sports Organisation.

8.3 **Selection if Criteria met:** If the conditions of selection set out in clause 8.2 (Conditions of Selection) are met to the satisfaction of the Panel in respect of those Nominated Athletes, the Panel shall then select from amongst those Nominated Athletes those Athletes it considers meet the PNZ Selection Criteria set out in clause 9(Selection Criteria).

8.4 **Review by Board:** The Panel must submit its proposed decisions in respect of the selection or otherwise of Nominated Athletes to the Team, to the Board for its confidential review. Such review shall be held in the manner determined by the Board. The Board may either confirm its support for the decision(s) of the Panel or refer the decision(s) back to the Panel for reconsideration by the Panel with any questions or comments it considers appropriate. If a decision of the Panel is referred back to the Panel by the Board, any subsequent decisions of the Panel are final and binding.

9. **PNZ Selection Criteria**

9.1 **PNZ Selection Criteria:** The PNZ Selection Criteria for selection to the Team is made up of the following parts:

- a. the General Criteria specified in clause 9.2 (General Selection Criteria);
- b. the Overriding Criteria specified in clause 9.3 (Overriding Selection Criteria);
and
- c. the Specific Selection Factors specified in clause 9.4 (Specific Selection Factors).

9.2 **General Selection Criteria:** Firstly, the Panel **must** be satisfied that the Nominated Athlete:

- a. has met the requirements specified in clause 8.2 (Conditions of Selection) of this Regulation;
- b. will, in the opinion of the Panel, be an effective and harmonious member of the Team;

- c. has not acted in such a manner so as to bring the Nominated Athlete, the sport, the Sports Organisation or PNZ into public disrepute; and
- d. in the opinion of the Panel, has acted and will continue to act, as a positive role model to all New Zealand athletes.

9.3 **Over-Riding Selection Criteria:** In addition to the General Selection Criteria, the Panel **must** also be satisfied overall that the Nominated Athlete either:

- a. has the capability to achieve a top three (3) placing in their event at the Games; or
- b. has the potential to medal in Paralympic Games to be held in Rio in 2016 and the capability to achieve a top six (6) placing in their event at the Games.

9.4 **Specific Selection Factors:** When considering the General Selection Criteria and the Over-riding Selection Criteria above, the Panel **shall** also take into account any one or more of the following factors about a Nominated Athlete:

- a. the performance and results of the Nominated Athlete, or team in which the Nominated Athlete was a member, including consistency of performance and results at events (particularly internationally), competitions, and activities (such as camps and trials), in the period two (2) years preceding the possible selection of the Nominated Athlete;
- b. adequate fitness and a commitment to maintain a fitness and training programme as agreed with the applicable coach(es);
- c. demonstrated good behaviour, including a commitment to training and attendance at training camps;
- d. demonstrated compatibility with others in a team environment;
- e. demonstrated compliance with the rules of events and competitions;
- f. understanding and respect for the position on the Team and/or when competing in the Team at the Games, including respect for team members and officials;
- g. willingness to promote PNZ in a positive manner;
- h. demonstrated ability to take personal responsibility for self and their results;
- i. proven ability to be reliable; and
- j. any other factor(s) the Panel considers relevant.

In considering any one or more of the above factors, the Panel may make such enquiries of the Nominated Athletes, or other persons, as it sees fit.

- 9.5 **Extenuating Circumstances:** In any decision regarding the selection of Nominated Athletes to the Team, the Panel may, in its sole discretion, take into account any Extenuating Circumstances in accordance with clause 10 (Extenuating Circumstances).
- 9.6 **No Obligation:** There is no obligation on the Panel to fill any or all of the available places on the Team for the Games.
- 9.7 **Selection may be subject to conditions:** The Panel may, in its discretion, add to, or remove, any Athlete from the Team at any time based on the Selection Criteria. It may also select a Nominated Athlete with conditions to be satisfied by a date prior to the commencement of the Games as determined by PNZ. If such conditions are met to the satisfaction of the PNZ Selectors by the specified date, that Athlete shall be selected to the Team.
- 9.8 **Weight to be given to factors:** The Panel may give weight to any one (1) or more of the factors specified in the Selection Criteria and if it does, to apply them to one (1) or more of the Nominated Athletes. No particular factor shall be weighted more or less significantly by reason only of the order in which that factor appears in this Regulation.
- 9.9 **Reasons for decisions:** The Panel may, in its discretion, provide reasons for its decisions, but there is no obligation on it to do so.
- 9.10 **Selection following Nomination or Selection Appeal:** As a result of an appeal under clause 12 (Appeal Procedure), the Panel may decide not to select a Nominated Athlete or to recommend to the Chief Executive to terminate the Athlete Agreement of a Selected Athlete and place of that Athlete select a reserve or another Nominated Athlete.

10. Extenuating Circumstances

- 10.1 In considering the selection of Athletes in accordance with this Regulation the Panel may in its sole discretion, give weight to any extenuating circumstances which include, but are not limited, to the following:
- a. injury or illness;
 - b. travel delays;
 - c. equipment failure;
 - d. bereavement or personal misfortune; and/or

- e. any other factors reasonably considered by the PNZ Selectors to constitute extenuating circumstances.
- 10.2 Athletes unable to compete at events, trials, or other attendances required under this Regulation and attached Appendices and Schedules, must advise the Chief Executive of the extenuating circumstances, and reasons, in writing, with as much advance notice as possible and ideally seven (7) days prior to the commencement of the event, trial or other attendance. If the Chief Executive is not notified of any extenuating circumstances in accordance with this Regulation, then the Panel has no obligation to rely on such circumstances.
- 10.3 In the case of injury or illness, Athletes may be required by the Panel to provide a medical certificate and/or to undergo a medical examination by a medical practitioner/s nominated by PNZ, and to provide that opinion and/or report to the Panel. Any failure to agree to such a request may result in the Panel being unable to consider the injury or illness as an extenuating circumstance.
- 10.4 In the case of any extenuating circumstance/s, the Panel will make a decision on a case by case basis.

11. **Notification of Selection**

- 11.1 **Notification of Selection:** Once the Panel has determined the Athletes to be selected to the Team (and this has been confirmed or otherwise by the Board in accordance with clause 8.4 - Review by Board) each Nominated Athlete will be advised verbally and then in writing by the Chief Executive whether or not they have been selected.
- 11.2 **Announcement of Selection:** After notification of selection (clause 11.1), the Team will be publicly announced by the Chief Executive, and at the same time the relevant Sports Organisations will be notified in writing of the Selected Athletes to the Team.
- 11.3 **Commencement of Athlete Agreement:** Upon the announcement being made in clause 11.2 (Announcement of Selection), the Athlete Agreements that have been duly signed by the Selected Athletes shall come into force.

12. **Appeal Procedure**

- 12.1 **Nomination Appeals:** Any Athlete who has applied for nomination and selection to the Team and who has returned a completed Athlete Application to PNZ by the Application Date and an Athlete Agreement to PNZ by the Nomination Date may

appeal against their non-nomination to PNZ by the SSS of the Sports Organisation in accordance with the procedures set out in this Regulation.

12.2 **Selection Appeals:** Any Nominated Athlete may appeal against their non-selection to the Team by the Panel in accordance with the procedures set out in this Regulation.

12.3 **Nomination Appeals:** A Nomination Appeal may be made on any one (1) or more of the following grounds that:

- a. there were no applicable Nomination Criteria followed;
- b. the Nomination Criteria was not properly followed and/or implemented;
- c. the Athlete was not afforded a reasonable opportunity by the SSS of the Sports Organisation to satisfy the applicable Nomination Criteria;
- d. there was a breach of natural justice; and/or
- e. there was no material on which the nomination decision could reasonably be based.

12.4 **Selection Appeals:** A Selection Appeal may be made on any one (1) or more of the following grounds that:

- a. there were no applicable Selection Criteria followed;
- b. the Selection Criteria was not properly followed and/or implemented;
- c. there was a breach of natural justice; and/or
- d. there was no material on which the selection decision could be reasonably be based.

12.5 **Procedure for Nomination Appeals:** The procedure for a Nomination Appeal by an Athlete is as follows:

- a. The Athlete wishing to appeal must notify the chief executive of the Sports Organisation in writing of his or her wish to appeal the decision not to nominate them (~~Notice of Appeal~~). This notice may be sent by email, facsimile or post, and must be received by the Sports Organisation within two (2) days of the Nomination Date.
- b. The Notice of Appeal must set out the following:
 - i. the decision regarding their non-nomination in question;
 - ii. the grounds on which the appeal is made; and

- iii. the reasons or circumstances supporting the alleged grounds of appeal.
- c. Within two (2) days of receiving the Notice of Appeal, the chief executive of the Sports Organisation shall, in consultation with the Athlete, arrange a confidential meeting between the parties and their representatives (if any) at which the parties shall endeavour to resolve the Nomination Appeal by discussion on a without prejudice basis. Such a meeting (which may be held in person or by telephone) shall be held as soon as possible, and within ten (10) days after the date the Notice of Appeal is received by the Sports Organisation. The purpose of such a meeting is to allow the Sports Organisation to explain the nomination decision and to discuss the concerns of the Athlete. Any person participating in the meeting may, with the agreement of the other parties to the meeting, ask any other person(s) who has been involved or connected with the nomination decision to contribute to the meeting. All participants must agree to be bound by the without prejudice and confidential basis of the meeting.
- d. Any meeting conducted in accordance with clause 12.5c shall be held on a confidential and without prejudice basis. The content of any matters discussed during such meeting may not be used by either party in respect of any hearing of any subsequent appeal or legal proceedings.
- e. If the appeal is not resolved at the meeting referred to in clause 12.5c and the Athlete wishes to proceed he or she may appeal the decision by submitting it to the Sports Tribunal. Such an appeal must be filed with the Tribunal within five (5) working days of the date of the meeting in clause 12.5c or within ten (10) days of the Nomination Date (whichever is the later) and copied to the Sports Organisation.
- f. The appeal shall be conducted in accordance with the rules of the Sports Tribunal.
- g. The decision of the Sports Tribunal shall be final and binding on the parties subject to any rights of review and/or appeal as set out in the rules of the Sports Tribunal and this Regulation. No party may institute or maintain proceedings in any other Court or Tribunal other than as specified in this Regulation.

12.6 **Procedure for Selection Appeals:** The procedure for a Selection Appeal by a Nominated Athlete is as follows:

- a. The Nominated Athlete wishing to appeal must notify the Chief Executive in writing of his or her wish to appeal (~~Notice of Appeal~~). This notice may be

sent by email, facsimile or post, and must be received by the Chief Executive within two (2) days of the Application Date.

- b. The Notice of Appeal must set out the following:
 - i. the decision regarding their non-selection in question;
 - ii. the grounds on which the appeal is made; and
 - iii. the reasons or circumstances supporting the alleged grounds of appeal.
- c. Within two (2) days of receiving the Notice of Appeal, the Chief Executive shall in consultation with the Nominated Athlete arrange a confidential meeting between the parties and their representatives (if any) at which the parties shall endeavour to resolve the appeal by discussion on a without prejudice basis. Such a meeting (which may be held in person or by telephone) shall be held as soon as possible, and within ten (10) days after the date the Notice of Appeal is received by the Chief Executive. The purpose of such a meeting is to allow the Panel to explain the selection decision and to discuss the concerns of the Nominated Athlete. Any person participating in the meeting may, with the agreement of the other parties to the meeting, ask any other person(s) who has been involved or connected with the selection decision to contribute to the meeting. All participants must agree to be bound by the without prejudice and confidential basis of the meeting.
- d. Any meeting conducted in accordance with clause 12.6c shall be held on a confidential and without prejudice basis. The content of any matters discussed during such meeting may not be used by either party in respect of any hearing of any subsequent appeal or legal proceedings.
- e. If the appeal is not resolved at the meeting referred to in clause 12.6c and the Athlete wishes to proceed he or she may appeal the decision by submitting it to the Sports Tribunal. Such an appeal must be filed with the Tribunal within five (5) working days of the date of the meeting in clause 12.6c or within ten (10) days of the Nomination Date or Application Date (whichever is the later) and copied to the Chief Executive and the applicable Sports Organisation, SSS or the Panel.
- f. The appeal shall be conducted in accordance with the rules of the Sports Tribunal.
- g. The decision of the Sports Tribunal shall be final and binding on the parties and subject to any rights of review and/or appeal as set out in the Rules of the Sports Tribunal and this Regulation. No party may institute or maintain

proceedings in any other Court or Tribunal other than as specified in this Regulation.

- h. If the parties agree, and with leave of the Sports Tribunal, an appeal by an Athlete against the decision of the applicable Sports Organisation or SSS regarding their non-nomination or against the decision of the Panel regarding their non-selection, may be referred directly to CAS in which case the grounds of appeal shall be as set out in clauses 12.3 (Nomination Appeals) and 12.4 (Selection Appeals) and CAS shall be vested with the powers of the Sports Tribunal.

13. Removal / Withdrawal from Selection

- 13.1 A Selected Athlete may be withdrawn from the Team by the Chief Executive if s/he:
 - a. breaches or fails to comply with this Regulation or any term of the Athlete Agreement;
 - b. breaches or fails to comply with:
 - i. the Constitution;
 - ii. the regulations and policies of PNZ (including committing any violation of the Sports Anti-Doping Rules);
 - iii. the rules of any event, competition or activity in which the Athlete has been selected to participate; or
 - iv. any reasonable instruction or request by the Chief Executive, or the applicable coach(es);
 - c. brings him/herself, another Athlete, the Team, an official, or PNZ into disrepute;
 - d. has a significant illness or injury which in the opinion of the Panel will prevent the Selected Athlete from continuing to meet the Selection Criteria on which he or she was selected; and/or
 - e. fails to consistently maintain the level of performance and/or results or to maintain the Selection Criteria.
- 13.2 Before withdrawing a selected Athlete under clause 13.1, the Chief Executive shall notify the Selected Athlete of the alleged breach or grounds on which it is proposed to withdraw the Selected Athlete. The Selected Athlete will be given a reasonable opportunity to provide reasons as to why he or she should not be withdrawn, and if the Chief Executive considers it appropriate, s/he may grant the Selected Athlete time

to show improvement (in accordance with any conditions the Chief Executive considers appropriate).

- 13.3 A Selected Athlete may withdraw from the Team by informing the Chief Executive of this decision in writing, provided such notice is given no later than twenty-one (21) days prior to the Games.
- 13.4 If a Selected Athlete is withdrawn from selection, the Panel (or in cases of urgency, the applicable coach(es) and the Chief Executive or his/her nominee) may select a reserve or another Nominated Athlete who, in the opinion of the Panel, meets the Selection Criteria, subject to clause 12 (Appeal Procedure).

14. Inconsistencies

- 14.1 In the event there is any inconsistency between the requirements of the IPC and this Regulation, this Regulation shall prevail.
- 14.2 In the event there is any inconsistency between the Nomination Criteria for a Sports Organisation and this Regulation, this Regulation shall prevail.
- 14.3 If the Nomination Criteria or Selection Criteria set out in this Regulation imposes a higher qualification standard or a lesser number of participants than stated by the IPC this shall not be regarded as an inconsistency.

15. Amendments to this Regulation

- 15.1 This Regulation, including the Appendices and Schedules, may be amended or supplemented from time to time by the Board.
- 15.2 The Board will give as much notice as possible of any amendment/s or supplement/s to this Regulation, to persons it considers may be affected by any such amendment/s or supplement/s.
- 15.3 This Regulation includes any amendments to the IPC rules, regulations, policies and codes.

APPENDIX 1



PNZ ATHLETE APPLICATION FORM**NEW ZEALAND PARALYMPIC GAMES TEAM****PARALYMPIC GAMES, LONDON 2012****ATHLETE APPLICATION FORM FOR NOMINATION / SELECTION**

To be considered for nomination and selection to the New Zealand Paralympic Team ("Team") to compete at the London 2012 Paralympic Games ("Games"), this form must be completed, signed and returned to:

Fiona Pickering
Chief Executive
Paralympics New Zealand
PO Box 99178
Newmarket 1149
Auckland

by no later than 15 December 2011

- The decision whether or not to nominate me to PNZ for selection to the Team is subject to the Nomination Criteria for my Sport and is at the discretion of the sport specific selectors of my Sports Organisation (%SS+).
- In the event that the SSS nominate me to PNZ for selection to the Team, I acknowledge that I am not guaranteed to be selected. The decision of whether or not to select me in the Team is subject to the PNZ Selection Regulation and is at the discretion of the PNZ Panel.
- I am a member of my Sports Organisation.
- I have met all the eligibility requirements of the International Paralympic Committee (%IPC+) (as specified on the IPC website (www.paralympic.org), including the sport-specific classification and designated classification, and any other applicable International Federation (%IF+) requirements for participation in the Games.
- I am a New Zealand citizen and hold a New Zealand passport.
- I have not breached any rules and regulations of my Sports Organisation, PNZ, the IF, the IPC or the World Anti-Doping Agency (%WADA+).
- I am not currently disqualified or suspended under the rules of PNZ, the IF, the IPC or WADA.
- I am not currently suffering any physical or mental health impairment that might prevent me from competing in the Games to the highest possible standard.
- I have not acted in any manner to bring myself, my Sport, my Sports Organisation or PNZ into public disrepute.
- I have not committed any anti-doping offence as defined in the anti-doping policies of my Sports Organisation, PNZ, the IF, the IPC or Drug Free Sport New Zealand (%DFSNZ+).
- I have registered my name and contact address details with DFSNZ for the purpose of out of competition drug testing.
- I have agreed to be available for drug testing by DFSNZ and/or any other recognised drug testing authority, and have, and will, comply with the Sports Anti-Doping Rules issued by DFSNZ and adopted by PNZ, including (if requested) registering with WADA and providing accurate up-to-date whereabouts information in accordance with the World Anti-Doping Code.

- I can obtain the Sports Anti-Doping Code and copies of the anti-doping rules, regulations and policies of my Sports Organisation, PNZ, DFSNZ, the IF and the IPC and I agree to be bound by them.
- I have / have not (*strike out as appropriate*) been convicted of a criminal offence punishable by a term of imprisonment. The offence concerned was as follows (*complete nature and date of offence(s) where applicable*):

- I further declare that no charge in respect of any criminal offence punishable by a term of imprisonment, or anti-doping violation, is pending against me.
- I will notify PNZ of any changes to my contact details as set out above. Any failure by me to do so maybe to my detriment as any announcement regarding the nomination and selection of the Team will be notified to these details.
- I agree to the collection of personal information about me, including size of clothing, biographical details, photos and associated imagery, the results of any health/medical examinations undertaken to asses my fitness, and the usage and storage of such information, for the purposes of consideration of nomination (if any) by my Sports Organisation and selection (if any) by the PNZ.
- I have been invited to take independent advice on the terms of this Athlete Application and its implications, and I have been given reasonable opportunity to so.

Signed:

NAME

SIGNATURE

DATE

In the case of an athlete under 18 years of age as at the date of signing this Athlete Application, it must 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 form.

NAME (Parent/Guardian)

SIGNATURE (Parent/Guardian)

APPENDIX 2



PNZ ATHLETE AGREEMENT FORM

NEW ZEALAND PARALYMPIC GAMES TEAM

PARALYMPIC GAMES, LONDON 2012

This Agreement must be completed, signed and returned to:

Fiona Pickering
Chief Executive
Paralympics New Zealand
PO Box 99178
Newmarket 1149
Auckland

by no later than 30 June 2012

THIS AGREEMENT is dated the _____ day of _____ 2012

PARTIES

BETWEEN: **PARALYMPICS NEW ZEALAND INCORPORATED** an incorporated society having its registered office at 586 Great South Road, Greenlane, Auckland

(%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 and Recreation New Zealand (%SPARC+) 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 London 2012 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. It is a condition of eligibility for nomination and selection to the 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.
- D. By signing this Agreement you acknowledge that you are not guaranteed to be selected by PNZ to the Team.
- E. This Agreement only comes into effect if you are selected by PNZ to the Team. If you are selected to the Team, this Agreement comes into effect upon such selection (i.e. the %Selection Date+) and if you are not selected to the Team, this Agreement does not come into effect.
- F. This Agreement is an appendix to the PNZ Selection Regulation and is incorporated into it.

IT IS AGREED as follows:

1. DEFINITIONS

1.1 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 Team under the PNZ Selection Regulation.

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

BANZ means Boccia Association of New Zealand Incorporated if it is a Member of PNZ.

CAS means the Court of Arbitration for Sport.

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

Constitution means the Constitution of PNZ.

DFSNZ means Drug Free Sport New Zealand.

Games means the London 2012 Paralympic Games to be held in London from 29 August 2012 to 9 September 2012.

Games Period means the period from 22 August 2012 to 11 September 2012 inclusive.

IF means an International Sports Federation.

IPC means the International Paralympic Committee.

Intellectual Property means all ideas, processes, systems, methods, discoveries, innovations, inventions, improvements, devices, equipment, specifications, characteristics, designs, plans, drawings, original works of authorship, copyright works, trade secrets, know-how, experience, data, technical or other information, confidential information, trade or service marks and the like capable of ownership or protection at law and including all things protectable under copyright, patent, designs, trade mark, trade secrets and confidential information laws and similar laws.

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

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.

NZWR means New Zealand Wheelchair Rugby Association Incorporated if it is a Member of PNZ.

NZWT means New Zealand Wheelchair Tennis Incorporated if it is a Member of PNZ.

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

PNZ means Paralympics New Zealand Incorporated.

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

PNZ Constitution means the constitution of PNZ.

PNZ Selection Regulation means the PNZ Selection Regulation for the London 2012 Paralympic Games.

PNZ Sponsors means sponsors supporting PNZ as listed in **Schedule A** of this Agreement and updated on the PNZ website (www.paralympics.org.nz) as required.

Principal Member means a Member of PNZ as defined in the Constitution.

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 Team in accordance with the PNZ Selection Regulation.

Sports Organisation means BANZ, WBNZ, NZWR, NZWT and any NSO that is a Member of PNZ.

SSS means sport specific selectors appointed by each Sports Organisation.

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

Team means the New Zealand Paralympic Team selected in accordance with this Regulation to compete in the Games and excludes any Athletes selected as reserves.

WADA means the World Anti-Doping Agency.

WBNZ means Wheelchair Basketball New Zealand Incorporated, if it is a Member of PNZ.

2. AGREEMENT OF NO EFFECT UNLESS SELECTED

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

3. TERM OF AGREEMENT

3.1 **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 11(Default/Sanctions) and clause 12 (Termination of Agreement), terminate on the earlier of :

- a. the date on which you arrive back at your usual place of residence by the most direct and practicable route after the closing ceremony of the Games; or
- b. the date on which you commence travel or undertake commitments not directly related to your role in the Team, having with the written consent of the Chef de Mission, surrendered your Games accreditation card and left the Team (~~Term~~).

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. comply with all rules, regulations and policies of your Sports Organisation, PNZ, the IF, the IPC and WADA;
- c. train and keep yourself in the best possible physical and mental conditions to enable you to compete in the Games to no less than the standard specified in the Nomination Criteria;
- d. 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;

- e. observe and comply with all reasonable directions given by PNZ, through its Chef de Mission and any person appointed by him/her;
- f. be subject to the control, management and reasonable direction of PNZ, through the Chef de Mission and any person appointed by him/her;
- g. comply with the PNZ Code of Conduct;
- h. wear the Team uniform and clothing supplied to you as a member of the Team as directed by the Chef de Mission, and not wear any clothing that the Chef de Mission (in his/her discretion) deems inappropriate;
- i. conduct yourself in a proper manner so as not to bring yourself, the 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 interests of PNZ, the IPC, or the Paralympic Games, 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. if you win a medal at the Games:
 - i. return to New Zealand with the Team on the date set by PNZ, unless otherwise agreed with the Chef de Mission; and
 - ii. sign memorabilia for promotional use by PNZ as reasonably requested by PNZ.
- m. not provide, sell or use, for gain by any commercial party other than a PNZ Sponsor, any part of your Team uniform including competition wear;
- n. live inside the Games village in London for the Games Period; and
- o. 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 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 domicile), 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 PNZ clothing to be worn as directed by 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 Paralympic Games subject to availability and at the discretion of the Chef de Mission or any other person appointed by him/her.

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 7.1b to 7.1d below;
- b. not make or endorse any public statement that has or may have a negative effect on the interests of your Team members, the Team, PNZ, the Games or the IPC generally;
- c. ensure that any personal blogs/social media statements do not include any commercial reference in connection with any Paralympic content;

- d. during the Games Period, not make any arrangements, or carry out any such arrangements for:
 - i. exclusive media interviews;
 - ii. being or acting as a journalist or author in any published media such as a blog, web page, website article, dairy, journal for any commercial party, 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 personal sponsors and the Team, PNZ, the Games or the IPC;

without the prior written consent of the Chief Executive (which shall be advised to you within five (5) working days of receiving your written request for approval).

7.2 You agree and understand that:

- a. the spokesperson on all matters concerning the Team will be the Chef de Mission who may, in his/her discretion, delegate responsibility for this role to any other official of the Team;
- b. no person other than the Chef de Mission may comment on the arrangements for or the venues of the Games, the management of the Team or fellow Team members or coaches; and
- c. you do not have to communicate directly with the media and you cannot be compelled to do so.

8. PROMOTIONS AND SPONSORSHIP

8.1 As a member of the Team you must support and protect PNZ and the IPC sponsors and the PNZ and the IPC against parties which are not official sponsors from seeking to be associated with you, the Team, PNZ, the IPC or the Games.

8.2 You may not, in any way whatsoever, use or assign the right to use, or reproduce in any manner, any PNZ or IPC Intellectual Property.

8.3 For the Games Period (subject to clause 8.4) you agree:

- a. not to allow your name, picture, likeness, person or performance (your Identity) to be used by any party, including your own personal sponsors, 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 (5) working days of receiving your written request for approval);
- b. not to carry any other marks on any sporting equipment, other than the manufacturers name/logo, within the IPC specifications;

- c. to participate in sponsorship activities organised by PNZ and the PNZ Sponsors, and fundraising activities of PNZ, in a manner compatible with enhancing the reputation of PNZ;
- d. 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; and
- e. to comply with all reasonable directions of PNZ in assisting PNZ and the PNZ Sponsors.

providing that you will not be required to participate in any of the activities contemplated by clauses 8.3b to 8.3d if participation would detrimentally affect your preparation for, or competition at, the Games.

- 8.4 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, where such activity:
- a. is the subject of an agreement entered into by you with a sponsor prior to the Application Date and is disclosed in your Athlete Application (unless prior written approval is obtained from the Chief Executive);
 - b. does not relate to your membership of the 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 or IPC Intellectual Property; 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 Team, PNZ, or the Games.
- 8.5 For the Term of this Agreement, you agree to allow PNZ and the PNZ Sponsors to use Your Identity to promote New Zealand's participation in the Games as long as your such use is limited to Your Identity (whether alone or with others) being used as a member of the Team.
- 8.6 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 PNZ and the IPC.
- 8.7 You agree to inform all your personal sponsors, 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 ambush marketing, in which case PNZ reserves the right to take any action against your personal sponsors.
- 8.8 You understand and accept that this Agreement restricts your freedom, and that of your personal sponsors, to use Your Identity for the Games Period 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 and the PNZ Sponsors.

- 8.9 You agree to grant PNZ a non-exclusive right to use your name, photograph, image, voice, likeness or other representation of you (~~your imagery~~) during the Term at any time, place and in any manner whatsoever in order to promote the Paralympic Games team and PNZ. In particular PNZ may use your imagery in any advertisement, promotion, marketing activity, document, merchandise provided PNZ produce or obtains such material at its cost. PNZ will make every reasonable effort to provide you with copies of Your Imagery used by PNZ.

9. ANTI-DOPING

- 9.1 You must not engage in anti-doping and in particular you agree that you are bound by and, must comply with 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;
- b. the PNZ Anti-Doping Regulation(available at www.paralympics.org.nz) which consists of the Sports Anti-Doping Code 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).

- 9.2 You acknowledge and agree that if you are found to have committed an anti-doping offence under any one or more of the rules described in clause 9.1, you may be penalised in accordance with those rules and that, in addition, this Agreement may be terminated in accordance with clause 11(Default/Sanctions) or 12 (Termination of Agreement).

- 9.3 You must notify the Chief Executive, in writing, of any pending anti-doping case against you at the time you execute this Agreement and during the Term of this Agreement.

10. MEDICAL

- 10.1 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 authorised 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 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;
- c. that all information about you obtained from the health examination in clause 10.1b 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);
- d. 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 the Chef de Mission; and
- e. to comply with all reasonable directions given by the Chef de Mission, or his/her nominee, in relation to your health and medical fitness.

11. DEFAULT / SANCTIONS

11.1 If at any time during the Term of this Agreement, the Chief Executive or the Chef de Mission determines, in accordance with clause 11.2, 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 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 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;

together referred to as a ~~%Default+~~, the Chief Executive or the Chef de Mission may impose one or more of the sanctions listed in clause 11.3.

11.2 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 enquires 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 forty-eight (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.

11.3 Where it is determined that a Default has occurred, the Chief Executive or the Chef de Mission 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 Team;
- b. terminate this Agreement by giving you written notice to that effect;
- c. terminate your membership of the 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.

- 11.4 Subject to clause 12 (Termination of Agreement), if any of the sanctions in clause 11.3 are imposed on you, this Agreement, excluding clause 6 (Obligations of PNZ), shall continue in force until its expiry.

12. TERMINATION OF AGREEMENT

- 12.1 This Agreement may be terminated prior to the end of the Term by:
- a. PNZ terminating this Agreement and withdrawing your selection to the 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 Team;
 - b. you withdrawing from the Team in accordance with clause 12.2; or
 - c. written agreement between you and PNZ.
- 12.2 If you wish to withdraw from the Team under clause 12.1b, you must give the Chef de Mission not less than twenty-one (21) days written notice of your withdrawal, unless otherwise determined in writing by the Chef de Mission.

13. APPEALS

- 13.1 You may appeal against a determination of the Chief Executive or the Chef de Mission made under clause 11.1 or a sanction imposed upon you under clause 11.3 (~~Determination~~) in accordance with the following procedure:
- a. 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.
 - b. The Notice of Appeal must set out the following:
 - i. the Determination;
 - ii. the grounds on which the appeal is made; and
 - iii. the reasons or circumstances supporting the alleged grounds of appeal.
 - c. Within forty-eight (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:
 - i. the Chief Executive or chairperson of the Board;
 - ii. a member of the PNZ Board; and
 - iii. a person independent of PNZ (who shall be the Chairperson of the Appeals Committee).

- d. 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.
- e. 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.
- f. 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.

14. INDEMNITY

- 14.1 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.
- 14.2 For the purposes of clause 14.1, PNZ includes its members, officers, staff, support personnel, coaches, officials and members of the Team.
- 14.3 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.

15. DISPUTE RESOLUTION

- 15.1 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 11 (Default/Sanctions), 12 (Termination of Agreement) or 13 (Appeals)) the parties agree that they will comply with the following procedure:
 - a. 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
 - b. if agreement cannot be reached promptly by the process in 15.1a, 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 (5) days of the date of the meeting in clause 15.1a and determined in accordance with the relevant rules of the Sports Tribunal or the CAS; and
 - c. 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.

16. EFFECT OF OTHER DOCUMENTS

- 16.1 The Athlete Application completed by you is deemed to be incorporated into this Agreement.
- 16.2 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.
- 16.3 To the extent of any inconsistency between the terms of this Agreement and the rules and regulations of the IPC, the latter shall prevail.

17. PRIVACY

- 17.1 PNZ will need to collect personal information from you including your contact details, performance results, and health/medical information (~~Personal Information~~).
- 17.2 Where Personal Information relates to your health, such information will be collected, held, used and disclosed in accordance with clause 10 (Medical).
- 17.3 Other Personal Information will be collected for the purposes of arranging accommodation, your uniform, administrative matters associated with your membership of the 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.
- 17.4 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.
- 17.5 Your Personal Information will be kept confidential and not collected, stored, used or shred, or any reason except as expressly provided in this Agreement.

18. NOT AN EMPLOYEE

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

19. VARIATION TO AGREEMENT

- 19.1 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.

20. GOVERNING LAW

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

SCHEDULE A

PNZ SPONSORS



APPENDIX 3
IPC ELIGIBILITY CODE

Overview

The IPC Eligibility Code states that the Athlete must undertake that s/he:

- i. respects the spirit of fair play and non violence, and behaves accordingly on the sports field;
- ii. refrains from using substances and procedures prohibited by the rules of the IPC, the IF, and the NSO;
- iii. respects and complies in all respects with the IPC Anti-Doping Code and the WADA Code ;
- iv. has not breached any rules and regulations of the NSO, the IF, the IPC, or WADA;
- v. is not currently under disqualification or suspension under the rules of the NSO or the IF; and
- vi. has declared whether or not they have been convicted of a criminal offence punishable by a term of imprisonment.

SCHEDULE A

LONDON 2012

NOMINATION CRITERIA - ATHLETICS

[to attach]

SCHEDULE B

LONDON 2012

NOMINATION CRITERIA - BOCCIA

[to attach]

SCHEDULE C
LONDON 2012
NOMINATION CRITERIA – CYCLING

[to attach]

SCHEDULE D

LONDON 2012

NOMINATION CRITERIA - EQUESTRIAN

[to attach]

SCHEDULE E

LONDON 2012

NOMINATION CRITERIA - GOALBALL

[to attach]

SCHEDULE F

LONDON 2012

NOMINATION CRITERIA – POWERLIFTING

[to attach]

SCHEDULE G

LONDON 2012

NOMINATION CRITERIA - ROWING

[to attach]

SCHEDULE H

LONDON 2012

NOMINATION CRITERIA - SAILING

[to attach]

SCHEDULE I

LONDON 2012

NOMINATION CRITERIA - SHOOTING

[to attach]

SCHEDULE J

LONDON 2012

NOMINATION CRITERIA - SWIMMING

[to attach]

SCHEDULE K

LONDON 2012

NOMINATION CRITERIA – TABLE TENNIS

[to attach]

SCHEDULE L

LONDON 2012

NOMINATION CRITERIA – WHEELCHAIR BASKETBALL

[to attach]

SCHEDULE M

LONDON 2012

NOMINATION CRITERIA – WHEELCHAIR RUGBY

[to attach]

SCHEDULE N

LONDON 2012

NOMINATION CRITERIA – WHEELCHAIR TENNIS

[to attach]