



Selection Regulation
for the
Beijing 2022
Paralympic Winter Games

Commencement Date
21 April 2020

Selection Regulation
for the Beijing 2022 Paralympic Winter 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 Paralympics New Zealand (**PNZ**) in selecting Athletes for the Games Team to compete at the Beijing 2022 Paralympic Winter Games to be held in Beijing, China from 4-13 March 2022.

2. Application of this Regulation

- 2.1 This Regulation is issued by the Board in accordance with the Constitution.
- 2.2 This Regulation will take effect from **21 April 2020**.
- 2.3 This Regulation applies to:
- a. all Athletes wishing to be considered for nomination and selection to the Games Team;
 - b. the Sports Organisations, including their SSS, that wish to nominate Athletes to PNZ to be considered for selection to the Games Team; and
 - c. the PNZ Selectors appointed to select Nominated Athletes to the Games Team.

3. Definitions

Affiliate Member	means a Member of PNZ as defined in the Constitution.
Application Date	means or any other date as specified by PNZ, by which Athletes must submit a completed Athlete Application to PNZ in accordance with clause 6.1.
Athlete	means a person who wishes to be considered for nomination and selection to the Games 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 Games Team and which is attached to this Regulation as Appendix 2 .

Athlete Application	means the application that must be completed by any Athlete applying to be nominated and selected to the Games Team and which is attached to this Regulation as Appendix 1 .
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 21 April 2020 .
Constitution	means the Constitution of PNZ.
DFSNZ	means Drug Free Sport New Zealand.
Games	means the Beijing 2022 Paralympic Winter Games to be held in Beijing, China 4-13 March 2022.
Games 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.
General Selection Criteria	means the selection criteria as set out in clause 10.2.
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 13.

Nominated Athlete	means an Athlete nominated by the Sports Organisation in accordance with clause 7.
Nominated Team	means a group of Athletes who together are nominated as team by the Sports Organisation in accordance with clause 7
Nomination Criteria	means the Nomination Criteria as set out in clause 7.9.
Nomination Date	means the date specified by PNZ which the Sports Organisation submits any Nominated Athletes to PNZ for consideration by the Panel, or the date by which the Sports Organisation notifies an Athlete of his/her non-nomination to PNZ.
Over-Riding Selection Criteria	means the criteria set out in clause 10.3.
Panel	means the PNZ Selection Panel established as a sub-committee of the Board in accordance with clause 4.
PNZ	means Paralympics New Zealand Incorporated.
PNZ Code of Conduct	means any code of conduct issued by the PNZ 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 13.
Selection Criteria	means the criteria and factors set out in clause 10.2.
Selection Date	means the date on which the Chief Executive publicly announces which Athletes have been selected to the Games Team in accordance with this Regulation.
Selected Athlete	means an Athlete selected by the Panel in accordance with clause 10.

Selected Team	means a Team selected by the Panel in accordance with clause 10.
Sports Organisation	means any New Zealand national sports organisation that is a Member of PNZ or any other New Zealand national sports organisation that has signed an agreement with PNZ to be bound by this Regulation or PNZ (in circumstances where it acts as a national sports organisation for certain para sports).
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.
Supporting Evidence	means the supporting evidence set out in clause 10.4.
Team	means a group of Athletes in a team event.
WADA	means the World Anti-Doping Agency.
Working days	means a day on which registered banks are open for ordinary over-the-counter business in Auckland, excluding Saturdays, Sundays and statutory public holidays in Auckland.

Unless specified otherwise, any other terms used in this Regulation will 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 will appoint a sub-committee to be known as the PNZ Selection Panel (or Panel) to select Nominated Athletes to the Games Team.
- 4.2 **Composition:** The Panel will comprise of three 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 will determine from amongst the applications (including any recommendations from the Chief Executive) which persons to appoint as PNZ Selectors and will notify the successful applicants of their appointments.

- 4.4 **Criteria for Appointment:** In considering the applications for appointment as a PNZ Selector, the Board will appoint based on merit and in doing so will 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 will be appointed by the Board from amongst the three PNZ Selectors appointed to the Panel.
- 4.6 **Quorum:** The quorum for all meetings of the Panel (including meetings held by teleconference) is three PNZ Selectors.
- 4.7 **Term of office:** All PNZ Selectors will be appointed (until the conclusion of the Games) by **1 March 2021** or such other period as determined by the Board. If a PNZ Selector resigns during their term of office, the Board will 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) or Nominated Team to the Games Team he or she must declare such a conflict, or potential conflict, immediately to the Chief Executive. The Chief Executive will decide whether the PNZ Selector is able to deliberate and/or vote on the selection or otherwise of that Nominated Athlete(s) or Nominated Team (as the case may be) 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 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 (or acted in a manner which, in the Board's reasonable opinion, has the potential to bring PNZ 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 will 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 and Nominated Team those Athletes and Teams it considers be selected to the Games 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 under clause 9.4, select those Nominated Athletes and Nominated Teams 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 will meet as and when required and on request by the chairperson of the Panel, or the Chief Executive.
- b. The chairperson of the Panel will 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 will 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 and Nominated Teams to the Games 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 will 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 and Nominated Teams to the Games 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) or Nominated Team (s) regarding the selection or non-selection of a Nominated Athlete(s) to the Games Team prior to or after the selection or non-selection will 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 Games Team will be as follows:

- 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 and Teams in accordance with clause 7 (Nomination Procedure); and
- c. **Selection:** the selection of Nominated Athletes and Nominated Teams in accordance with clause 9 (Selection Procedure).

6. Application - Athlete Application and Athlete Agreement

- 6.1 **Athlete to complete and submit Athlete Application and Athlete Agreement:** Any Athlete wishing to be considered for nomination and selection to the Games 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.
- 6.2 **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.
- 6.3 **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 Games Team and make available the Athlete Application and Athlete Agreement to the Sports Organisations.
- 6.4 **Athlete to submit Athlete Applications by Application Date:** Athletes will submit their Athlete Application to PNZ by the Application Date. PNZ may accept an Athlete Application after the Application Date, in its discretion.
- 6.5 **PNZ to certify Athlete Application:** Upon receipt of each completed Athlete Application, PNZ will 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, nor under investigation for breaching, any rules and regulations of the Sports Organisation, the IF, the IPC, or WADA;
- c. to the knowledge of PNZ (in consultation with the Sports Organisation) the Athlete has not committed, nor is under any investigation in relation to, any other offence under any applicable rules, regulations and/or policies of the relevant Sports Organisation, IF, PNZ, or IPC; and
- d. the Athlete is not currently under disqualification or suspension under the rules of the Sports Organisation, the IF, the IPC or WADA.

6.6 **Non-certified Athletes:** If PNZ does not certify that the requirements in clause 6.5 (PNZ to certify Athlete Application) have been met, then subject to applying its discretion in clause 8.2g, it will notify the Athlete of such non-certification. An Athlete who's 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.

6.7 **PNZ to notify Sports Organisations:** Upon certifying each completed Athlete Application in accordance with clause 6.5, (PNZ to certify Athlete Application) PNZ will notify the Sports Organisations accordingly.

6.8 **Distribution and Completion of Athlete Agreement:** After notifying the Sports Organisations in accordance with clause 6.7 (PNZ to notify Sports Organisations), PNZ will 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. PNZ may accept an Athlete Agreement after the Nomination Date in its discretion.

6.9 **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 Criteria**

7.1 **Sports Organisation to submit proposed Nomination Criteria:** Each Sports Organisation must submit proposed Nomination Criteria to PNZ by **1 November 2020** or any other date specified by PNZ.

- 7.2 **Format of Nomination Criteria:** The proposed Nomination Criteria will be in the format prescribed in **Appendix 4**.
- 7.3 **Approval of Nomination Criteria:** Upon receipt PNZ will determine whether the proposed Nomination Criteria is satisfactory to PNZ and if so satisfied will notify the Sports Organisation of its approval of the Nomination Criteria.
- 7.4 **Revision of Nomination Criteria:** If not satisfied with the proposed Nomination Criteria PNZ will notify the Sports Organisation of such fact, identify the matters which it considers require amendment, and will consult with the Sports Organisation about its content. PNZ will notify the Sports Organisation of the date by which any revised proposed Nomination Criteria must be submitted to PNZ. Upon receipt of any revised proposed Nomination Criteria, the procedure in this clause will apply.
- 7.5 **No amendment to Nomination Criteria after approval by PNZ:** No amendment or alteration will be made to the Nomination Criteria after PNZ has approved the proposed Nomination Criteria, without the prior written approval of PNZ.
- 7.6 **Failure to Submit Nomination Criteria:** If the Sports Organisation fails to submit proposed Nomination Criteria to PNZ by 30 November 2016, or such other date as specified by PNZ, or if the proposed Nomination Criteria is not, after revision, in a form satisfactory to PNZ, PNZ may publish Nomination Criteria determined by it and select Athletes in accordance with such Nomination Criteria and this Regulation. Alternatively PNZ may decline to select Athletes from the Sports Organisation's sport for the Games Team, or take such other steps as it considers appropriate in the circumstances.
- 7.7 **Publication of Nomination Criteria by PNZ:** PNZ will publish the approved Nomination Criteria (and any subsequent amendments to it) together with the Selection Criteria, as widely as possible, including on the PNZ website (www.paralympics.org.nz).
- 7.8 **Publication of Nomination Criteria and Selection Criteria by Sports Organisation:** The Sports Organisation will distribute the approved Nomination Criteria (and any subsequent amendments to it) together with the Selection Criteria in such manner as is agreed between PNZ and the Sports Organisation including publication on the Sport's Organisation's website (if applicable).
- 7.9 **Nomination Criteria:** Provided the requirements set out in clause 8.2 (Conditions of Nomination) are met, the SSS of the Sports Organisations may nominate Athletes and Teams who have met the relevant Nomination Criteria set out in Appendix 4.

8. **Nomination Procedure**

- 8.1 **Nomination of Athletes and Teams:** The SSS of each Sports Organisation may nominate Athletes and Teams to PNZ to be considered for selection in the Games Team.
- 8.2 **Conditions of Nomination:** The SSS of each Sports Organisation may only nominate an Athlete (whether as an individual or part of a Team) 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 6.5 (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 disrepute;
 - f. to the knowledge of the Sports Organisation (in consultation with PNZ) has not committed, nor is under any investigation in relation to, 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. to the knowledge of the Sports Organisation (in consultation with PNZ) has not committed, nor is under any investigation in relation to, any other offence under any applicable rules, regulations and/or policies of the relevant Sports Organisation, IF, PNZ, or IPC;
 - h. 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;
 - i. 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;

- j. 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
- k. 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-clauses 8.2(f) and (g) of this clause will not apply to any anti-doping offence or other offence for which an Athlete has been sanctioned where such sanction has been satisfied in full.

PNZ may, in its discretion, permit an Athlete who has committed an offence under sub-clause 8.2(g) to be eligible for nomination, depending on the nature of the offence and the surrounding facts, which must be provided in full to PNZ by the Athlete and Sports Organisation.

- 8.3 **Failure to comply:** Failure to comply with, or maintain compliance with, any part of clause 8.2 (Conditions of Nomination) may result in the Athlete not being eligible for consideration for selection, or, if selected, being removed from the Games Team.
- 8.4 **Number of Nominated Athletes:** Subject to clause 8.9 (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.
- 8.5 **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.
- 8.6 **Notification of Nomination:** The SSS of each Sports Organisation must advise PNZ of their Nominated Athletes and Nominated Teams by the Nomination Date, and notify the Nominated Athletes and Nominated Teams of any additional preconditions they must satisfy in accordance with clause 9.2d (Conditions of Selection). Any nomination made after the Nomination Date will be invalid, subject to clause 8.8 (PNZ may accept late Nomination).
- 8.7 **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 Nominated Teams, as well as those of the athletes from other nations and/or the field of competition they are likely to be competing against at the Games, and considered by the SSS of the Sports Organisations in determining the nomination of the Athlete and any Team.

- 8.8 **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 13.5 (Procedure for Nomination Appeals).
- 8.9 **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.
- 8.10 **Reserves:** The SSS of each Sports Organisation will 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.
- 8.11 **Nomination no Guarantee of Selection:** Nomination of any Nominated Athlete and Nominated Team to PNZ does not guarantee or secure selection of that Athlete or Team by the Panel to the Games Team.

9. **Selection Procedure**

- 9.1 **Panel to Select Athletes:** The Panel will be solely responsible for selecting from amongst the Nominated Athletes and Nominated Teams those Athletes and Teams who will be members of the Games Team. Any decision regarding the selection of the Games Team is at the complete discretion of PNZ.
- 9.2 **Conditions of Selection:** The Panel will, in considering the selection of any Nominated Athlete and Nominated Team to the Games Team, be satisfied that the Nominated Athlete or Athlete in any Nominated Team:
- a. has met and, where relevant, is continuing to meet the conditions of nomination in clause 8.2 (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 PNZ or the Sports Organisation, if requested to do so, on its behalf.
- 9.3 **Selection if Criteria met:** If the conditions of selection set out in clause 9.2 (Conditions of Selection) are met to the satisfaction of the Panel in respect of those Nominated Athletes and any Nominated Teams, the Panel will then select from amongst those Nominated Athletes those Athletes, and for Nominated Teams those

Teams, it considers meet the Selection Criteria set out in clause 10 (Selection Criteria).

- 9.4 **Review by Board:** The Panel must submit its proposed decisions in respect of the selection or otherwise of Nominated Athletes and Nominated Teams to the Games Team, to the Board for its confidential review. Such review will 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.

10. **Selection Criteria**

- 10.1 **Selection Criteria:** The Selection Criteria for selection to the Games Team is made up of the following parts:

- a. the General Criteria specified in clause 10.2;
- b. the Overriding Criteria specified in clause 10.3; and
- c. the Supporting Evidence specified in clause 10.4 .

- 10.2 **General Selection Criteria:** Firstly, the Panel **must** be satisfied that the Nominated Athlete or Nominated Team:

- a. has met the requirements specified in clause 9.2 (Conditions of Selection) of this Regulation;
- b. will, in the opinion of the Panel, be an effective and harmonious member of the Games Team;
- c. has not acted in such a manner so as to bring the Nominated Athlete, the Nominated Team, 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.

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

10.3.1 **Individuals:** A Nominated Athlete being considered for individual events, has demonstrated to the satisfaction of the Panel that he or she is capable of:

- a. achieving a medal placing in the Games in their event; or
- b. achieving a top eight (8) placing in the Games in their event **and** a medal placing at the Milan 2026 Paralympic Winter Games.

10.3.2 **Teams:** A Nominated Team has demonstrated to the satisfaction of the Panel that the Nominated Team is capable of:

- a. achieving a medal placing in the Games in their event; or
- b. achieving a top five (5) placing in the Games in their event **and** a medal placing at the Milan 2026 Paralympic Winter Games.

10.4 **Supporting Evidence:** In demonstrating an Athlete's or Team's capability, every nomination must be supported by evidence showing tracking of the Athlete's and Team's performances and results up to the date of nomination. This evidence may include, but is not limited to, the following information:

- a. The shortfall, if any, in performance to achieve a medal placing based on the performances and results to date;
- b. The rate of the Athlete's or Team's progression and forecasted placing at the Games;
- c. The rate of the Athlete's or Team's progression and forecasted placing at the Milan 2026 Paralympic Winter Games;
- d. The rate of progression of other athletes and teams from other nations in that event; and
- e. The likelihood of athletes or teams from other nations being selected for the Games (based on that nation's selection criteria).

10.5 **No Obligation:** There is no obligation on the Panel to fill any or all of the available places on the Games Team for the Games.

10.6 **Selection may be subject to conditions:** The Panel may, in its discretion, add to, or remove, any Selected Athlete or Selected Team from the Games Team at any time based on the Selection Criteria. It may also select a Nominated Athlete or Nominated Team 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 will be selected to the Games Team.

10.7 **Weight to be given to factors:** The Panel may give weight to any one or more of the factors specified in the Selection Criteria and if it does, to apply them to one or more of the Nominated Athletes. No particular factor will be weighted more or less significantly by reason only of the order in which that factor appears in this Regulation.

- 10.8 **Reasons for decisions:** The Panel may, in its discretion, provide reasons for its decisions, but there is no obligation on it to do so.
- 10.9 **Selection following Nomination or Selection Appeal:** As a result of an appeal under clause 13 (Appeal Procedure), the Panel may decide not to select a Nominated Athlete or Nominated Team or to recommend to the Chief Executive to terminate the Athlete Agreement of a Selected Athlete and in place of that Athlete select a reserve or another Nominated Athlete or Nominated Team, as the case may be.

11 Extenuating Circumstances and Overriding Discretion

- 11.1 **Extenuating Circumstances:** The Panel may in its sole discretion take into account extenuating circumstances and therefore waive or vary some or all of the above Selection Criteria. Detailed evidence must be provided with any nomination seeking consideration of extenuating circumstances which has affected an Athlete's/Team's progress. For the purpose of this Policy, "extenuating circumstances" means the inability of an Athlete or Team to compete or perform to an optimum level due to factors such as:
- a. injury or illness of an athlete;
 - b. equipment failure;
 - c. travel delays;
 - d. bereavement or personal misfortune; and
 - e. such other circumstances as the selectors reasonably consider constitute "extenuating circumstances."
- 11.2 Athletes unable to compete at events, trials, or other attendances required under this Regulation, must advise the Chief Executive of the extenuating circumstances, and reasons, in writing, with as much advance notice as possible and ideally five Working 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.
- 11.3 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 in respect of an Athlete's selection.

- 11.4 In the case of any extenuating circumstance/s, the Panel will make a decision on a case by case basis.
- 11.5 **Overriding Discretion:** Notwithstanding the selection criteria, in considering Nominated Athletes and Nominated Teams for selection, the Panel has an absolute overriding discretion to select (or not select) Nominated Athletes or Nominated Teams (including those who may not meet the above criteria) for the Games Team. In doing so it may take into account factors such as, but not limited to, compatibility of Athletes, Athletes' prior conduct, or factors that may affect the Games Team as a whole.

12 Notification of Selection

- 12.1 **Notification of Selection:** Once the Panel has determined the Athletes and Teams to be selected to the Games Team (and this has been confirmed or otherwise by the Board in accordance with clause 9.4 - Review by Board) each Nominated Athlete and Nominated Team will be advised verbally and then in writing by the Chief Executive on whether or not they have been selected.
- 12.2 **Announcement of Selection:** After notification of selection (clause 12.1), the Games 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 and Selected Teams to the Games Team.
- 12.3 **Commencement of Athlete Agreement:** Upon the announcement being made in clause 12.1 (Announcement of Selection), the Athlete Agreements that have been duly signed by the Selected Athletes and Athletes in Selected Teams will come into force.

13 Appeal Procedure

- 13.1 **Nomination Appeals:** Any Athlete who has applied for nomination and selection to the Games 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 by the SSS of the Sports Organisation in accordance with the procedures set out in this Regulation.
- 13.2 **Selection Appeals:** Any Nominated Athlete may appeal against their non-selection to the Games Team by the Panel in accordance with the procedures set out in this Regulation.
- 13.3 **Grounds for Nomination Appeals:** A Nomination Appeal may be made on any one or more of the following grounds that:

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

13.4 **Grounds for Selection Appeals:** A Selection Appeal may be made on any one or more of the following grounds that:

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

13.5 **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**). The Notice of Appeal may be sent by email, facsimile or post, and must be received by the Sports Organisation within two Working Days of the Nomination Date.
- b. The Notice of Appeal must set out the following:
 - the decision regarding their non-nomination in question;
 - the grounds on which the appeal is made; and
 - the reasons or circumstances supporting the alleged grounds of appeal.
- c. Within two Working Days of receiving the Notice of Appeal, the chief executive of the Sports Organisation will, in consultation with the Athlete, arrange a confidential meeting between the parties and their representatives (if any) at which the parties will 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) will be held as soon as possible, and within seven

Working 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.

- d. Any meeting conducted in accordance with clause 13.5c will be deemed to 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 13.5c to the satisfaction of the Athlete, the Athlete may appeal the decision by submitting it to the Sports Tribunal. Such an appeal must be filed with the Tribunal within three Working Days of the date of the meeting in clause 13.5c or within seven Working Days of the Nomination Date (whichever is the later) and copied to the Sports Organisation.
- f. The appeal will be conducted in accordance with the rules of the Sports Tribunal.
- g. The decision of the Sports Tribunal will 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.

13.6 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 Working Days of the Selection Date.
- b. The Notice of Appeal must set out the following:
 - the decision regarding their non-selection in question;
 - the grounds on which the appeal is made; and
 - the reasons or circumstances supporting the alleged grounds of appeal.

- c. Within two Working Days of receiving the Notice of Appeal, the Chief Executive will in consultation with the Athlete arrange a confidential meeting between the parties and their representatives (if any) at which the parties will endeavour to resolve the appeal by discussion on a without prejudice basis. Such a meeting (which may be held in person or by telephone) will be held as soon as possible, and within seven Working 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 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.
- d. Any meeting conducted in accordance with clause 13.6c will be deemed to 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 13.6c to the satisfaction of the Athlete, the Athlete may appeal the decision by submitting it to the Sports Tribunal. Such an appeal must be filed with the Tribunal within five Working Days of the date of the meeting in clause 13.6c or within seven Working Days of the Nomination Date (whichever is the later) and copied to the Chief Executive and the applicable Sports Organisation, SSS or the Panel.
- f. The appeal will be conducted in accordance with the rules of the Sports Tribunal.
- g. The decision of the Sports Tribunal will 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 will be as set out in clauses 13.2 (Nomination Appeals) and 13.4 (Selection Appeals) and CAS will be vested with the powers of the Sports Tribunal.

14 Removal / Withdrawal from Selection

- 14.1 A Selected Athlete or Athlete in a Selected Team may be withdrawn from the Games 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:
 - the Constitution;
 - the regulations and policies of PNZ (including committing any violation of the Sports Anti-Doping Rules);
 - the rules of any event, competition or activity in which the Athlete has been selected to participate; or
 - any reasonable instruction or request by the Chief Executive, or the applicable coach(es);
 - c. brings him/herself, another Athlete, the Selected Team, the Games Team, an official, or PNZ into disrepute (or acts in a manner that has the potential, in the reasonable opinion of PNZ, to bring the aforementioned 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.
- 14.2 Before withdrawing a Selected Athlete or Athlete in a Selected Team under clause 14.1, the Chief Executive will notify the Athlete of the alleged breach or grounds on which it is proposed to withdraw the Athlete. The 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 Athlete time to show improvement (in accordance with any conditions the Chief Executive considers appropriate).
- 14.3 A Selected Athlete or Athlete in a Selected Team may withdraw from the Games Team by informing the Chief Executive of this decision in writing, provided such notice is given no later than twenty Working Days prior to the Games.
- 14.4 If a Selected Athlete or Athlete in a Selected Team 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 13 (Appeal Procedure).

15 Inconsistencies

- 15.1 In the event there is any inconsistency between the requirements of the IPC and this Regulation, this Regulation will prevail.
- 15.2 In the event there is any inconsistency between the Nomination Criteria for a Sports Organisation and this Regulation, this Regulation will prevail.
- 15.3 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 will not be regarded as an inconsistency.

16 Amendments to this Regulation

- 16.1 This Regulation, including the Appendices and Schedules, may be amended or supplemented from time to time by the Board.
- 16.2 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.
- 16.3 This Regulation includes any amendments to the IPC rules, regulations, policies and codes.

APPENDIX 1



PNZ ATHLETE APPLICATION FORM

NEW ZEALAND PARALYMPIC GAMES TEAM

BEIJING 2022 PARALYMPIC WINTER GAMES

ATHLETE APPLICATION FORM FOR NOMINATION / SELECTION

To be considered for nomination and selection to the New Zealand Paralympic Team (Games Team) to compete at the Beijing 2022 Paralympic Winter Games (Games), this form must be completed, signed and returned to:

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

Or via email: fallan@paralympics.org.nz

by no later than 30 November 2020

Please print or type

Full name as per passport

1. SURNAME: FIRST NAME(S):

Full preferred name (as to be displayed on results, accreditation, website etc)

2. SURNAME:.....FIRST NAME:

3. ADDRESS:
.....

4. DATE OF BIRTH:E-MAIL:

5. TELEPHONE: (HOME).....(MOBILE).....

I apply to be considered for nomination and selection to compete at the Games in the
sport of _____ (Sport)

In applying to be considered for nomination and selection to the Games Team to compete at the Games, I acknowledge, agree and declare that:

- I have been provided with access to a copy of:
 - the Paralympics New Zealand Inc. (**PNZ**) Selection Regulation for the Beijing 2022 Paralympic Winter Games (**Selection Regulation**); and
 - the Nomination Criteria (as set out in the Selection Regulation) for my Sport;
- via the PNZ website (www.paralympics.org.nz), and I agree to be bound by the terms of these documents.
- My application will be considered and determined in accordance with the PNZ Selection Regulation.
- Any right of appeal and the process for such an appeal in relation to my non-nomination or non-selection must be exercised in accordance with the procedures set out in the PNZ Selection Regulation.
- If PNZ, in consultation with the relevant Sports Organisation (**my Sports Organisation**), certifies that this Athlete Application is correct, I agree to complete, sign and return to PNZ prior to the Nomination Date an Athlete Agreement which will come into effect **only if and when** I am selected by PNZ to the Games Team.

- The decision whether or not to nominate me to PNZ for selection to the Games Team is subject to the Nomination Criteria for my Sport and is at the discretion of the sport specific selectors of my Sports Organisation (SSS).
- In the event that the SSS nominates me to PNZ for selection to the Games Team, I acknowledge that I am not guaranteed to be selected. The decision of whether or not to select me in the Games 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, nor am I under investigation for breach of, 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, nor am I under investigation for, 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 provided my name and contact details to PNZ as part of this Athlete application for the purpose of out of competition drug testing by Drug Free Sport New Zealand.
- 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 Rule 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.

- Subject to the Criminal Records (Clean state) Act 2004, 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 Games 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 / Declared:

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)

DATE



PARALYMPICS NEW ZEALAND ATHLETE AGREEMENT

NEW ZEALAND PARALYMPIC GAMES TEAM

BEIJING 2022 PARALYMPIC WINTER GAMES

ATHLETE AGREEMENT FOR NOMINATION/SELECTION

To be considered for nomination and selection to the New Zealand Paralympic Team (“Games Team”) to compete at the Beijing 2022 Paralympic Winter Games (“Games”), 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

Or via email: fallan@paralympics.org.nz

by no later than 30 March 2021

THIS AGREEMENT is dated the [xxx] day of [xxxxxxx]

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

("Paralympics New Zealand")

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

("You")

BACKGROUND

- A. Paralympics New Zealand (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 Beijing 2022 Paralympic Winter 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 Beijing 2022 OCOG in New Zealand. This Agreement has been drafted 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 Beijing 2022 Paralympic Winter 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 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 Beijing 2022 Paralympic Winter Games to be held in Beijing, China from 4-13 March 2022.

Games Period means the period nine days prior to the opening ceremony of the Games through to the end of the third day after the closing ceremony inclusive (or any other period as may be otherwise notified by IPC or PNZ).

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 (including images and film), 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 TVNZ and 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.

Beijing 2022 OCOG means the Beijing 2022 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 Beijing 2022 Paralympic Winter 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 2.

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. TERM OF AGREEMENT

- 2.1 Subject to clause 3.2 below, this Agreement will commence on the Selection Date (when you are selected to the Games Team) 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 2020. For the avoidance of doubt, the term of Term of this Agreement will terminate on the Selection Date (should you not be selected to the Games Team); subject to clause 24 continuing to apply.

3. CLAUSES THAT WILL COME INTO EFFECT UPON EXECUTION OF THIS AGREEMENT

- 3.1 Notwithstanding clause 2.1, You acknowledge and agree to be bound by clauses 8 (Promotions and Sponsorship), 9 (Rights), 10 (Uniform) and 23 (Confidentiality) from the date of execution of this Agreement to the Selection Date.

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 Beijing 2022 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 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 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 Beijing 2022 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 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 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 Beijing 2022 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 her nominated representative (which shall be advised to you within seven 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:

- a. your appearance relates to your being a member of the Games Team;

- b. 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
 - c. 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 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:
- a. your appearance relates to your being a member of the Games Team;
 - b. 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;
 - c. 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;
 - d. your involvement does not contravene any sponsorship arrangements in place in support of the Games Team, PNZ, the IPC, Beijing 2022 OCOG or the Games generally; and
 - e. 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 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 (or as an Athlete seeking to be selected to the Games Team), from the date of execution of this Agreement, during and after the Term, you agree to protect the Intellectual Property of PNZ, the IPC, Beijing 2022 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, Beijing 2022 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 Beijing 2022 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 from the date of execution of this Agreement, during and after the Term, use, or allow or assist any third party to use or reproduce in any manner, any of the PNZ Intellectual Property including images or film of you in Uniform except as permitted under this Agreement or any other agreement entered into directly with the owner of the Intellectual Property. If your Personal Sponsor or Connected Parties are also an IPC, Games or Beijing 2022 OCOG sponsor then the rights granted to your Personal Sponsor or Connected Parties 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 Beijing 2022 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 From the date of execution of this Agreement, 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 Beijing 2022 OCOG from time to time.

- 8.4 From the date of execution of this Agreement, 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, Beijing 2022 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, Beijing 2022 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 seven 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 Beijing 2022 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:
- a. your appearance relates to your being a member of the Games Team;
 - b. 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;
 - c. your appearance and any related commercial collateral for PNZ Sponsors (ie. advertisements, posters, digital platforms etc) is positioned as per clause 9.2 (Rights);
 - d. 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;
 - e. 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;
 - f. the duration of each individual appearance shall be no longer than 5 hours exclusive of travel, unless otherwise agreed with you; and
 - g. PNZ or PNZ Sponsors will cover the cost of any reasonable travel and accommodation incurred by you in attending any appearances.

For the avoidance of doubt, the promotional appearances as a member of the Games Team outlined above will be in addition to any promotional appearances or involvement in any marketing campaigns that you may be required to undertake for

PNZ or a PNZ Sponsor (pursuant to any separate arrangement with PNZ or a PNZ Sponsor).

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, Beijing 2022 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, Beijing 2022 OCOG and the Games under this Agreement.

8.12 In addition, you also agree to:

- a. 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;
- b. 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);
- c. 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 Beijing 2022 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 From the date of execution of this Agreement, you must comply with all requirements related to any Uniform or clothing supplied to you as a member of the Games Team (or as an Athlete seeking selection to 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 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 and after the Term:
- a. wear the Uniform during any kind of event, appearance or activity (particularly where photographic or audio-visual images or content might be taken or created) involving 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 Beijing 2022 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 Beijing 2022 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 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 In order to determine whether or not a Default has occurred, the Chief Executive or the Chef de Mission shall, as soon as reasonably practicable:

- a. undertake such enquiries as he or she considers 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 impose one or more of the following sanctions:

- a. if the Default occurs prior to the opening of the Games, withdraw your selection from the Games Team;
- b. terminate your membership of the Games Team;
- c. require you to leave the Games venues (which may include the Games village);
- d. exclude you from competition at the Games;
- e. cancel and impound your Games accreditation card to prevent you access to the Games venues (including the Games village);
- f. require you to return to your usual place of residence;
- g. 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;
- h. 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;
- i. 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
- j. impose such other sanctions on you as are considered appropriate in the circumstances.

14.4 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:
 - i. it is determined that a Default has occurred pursuant to clause 14.1;
 - ii. a decision of the Sports Tribunal following a Nomination Appeal or Selection Appeal affects your nomination or 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:
- a. You must notify the Chief Executive in writing if you wish to appeal ("Notice of Appeal"). This notice may be sent by email or hand delivered and must be received by the Chief Executive within 24 hours of your receipt of notice of the determination/sanction made or imposed. Emails are to be sent to the Chief Executive at fallan@paralympics.org.nz (or as otherwise specified).
 - 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.
- 16.2 Within 48 hours of receiving the Notice of Appeal, the Chief Executive shall appoint an Appeals Committee which shall comprise no less than two people, including:
- a. the Chairperson of the PNZ Board (or his/her nominee); and
 - c. a person independent of PNZ (who shall act as the Chairperson of the Appeals Committee).
- 16.3 The Chief Executive 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.

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

16.5 The Appeals Committee shall consider the evidence and make a determination as soon as practicable after the hearing. It shall then advise the Chief Executive, 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 this clause, 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:

- a. use reasonable endeavours to resolve the difference or dispute by agreement between them; which may include the appointment, for that purpose, of a mutually agreeable mediator;
- b. if agreement cannot be reached promptly by the process in clause 18.1a, either party may 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 will be determined in accordance with the relevant rules of the Sports Tribunal or the CAS;
- 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.

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. CONFIDENTIALITY

23.1 The parties acknowledge that the terms of this Agreement are confidential.

23.2 The parties must take reasonable steps to ensure that they, their employees, advisers and agents do not use or disclose any part of this Agreement, any information in respect of this Agreement or any Confidential Information of the other party except to the extent that:

- a. it is required by law;
- b. it is required for the performance of the party's obligations under this Agreement;
- c. the other party has consented in writing to such disclosure or use; or
- d. the party discloses any part of this Agreement or information in respect of this Agreement to that party's professional adviser(s).

23.3 Neither party may make any public announcement or press release relating to the existence or terms of this Agreement without the prior agreement of the other party as to the timing and the text of such announcement or press release.

24. SURVIVAL

24.1 The following clauses will survive the termination of this Agreement to the extent that these clauses are necessary to give effect to the ongoing obligations contained therein): 8 (Promotions and Sponsorship), 9 (Rights), 10 (Uniform), 20 (Privacy) and 23 (Confidentiality).

25. GOVERNING LAW

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

EXECUTION

SIGNED on behalf of
PARALYMPICS NEW ZEALAND
INCORPORATED by:

Fiona Allan
Chief Executive

Athlete Acceptance

I,[Full 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.....

Full name.....

SCHEDULE A

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

**Please note: Schedule A only needs to be completed if athlete is a minor*

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. IPC Logos

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



6. Beijing 2022 OCOG Logos

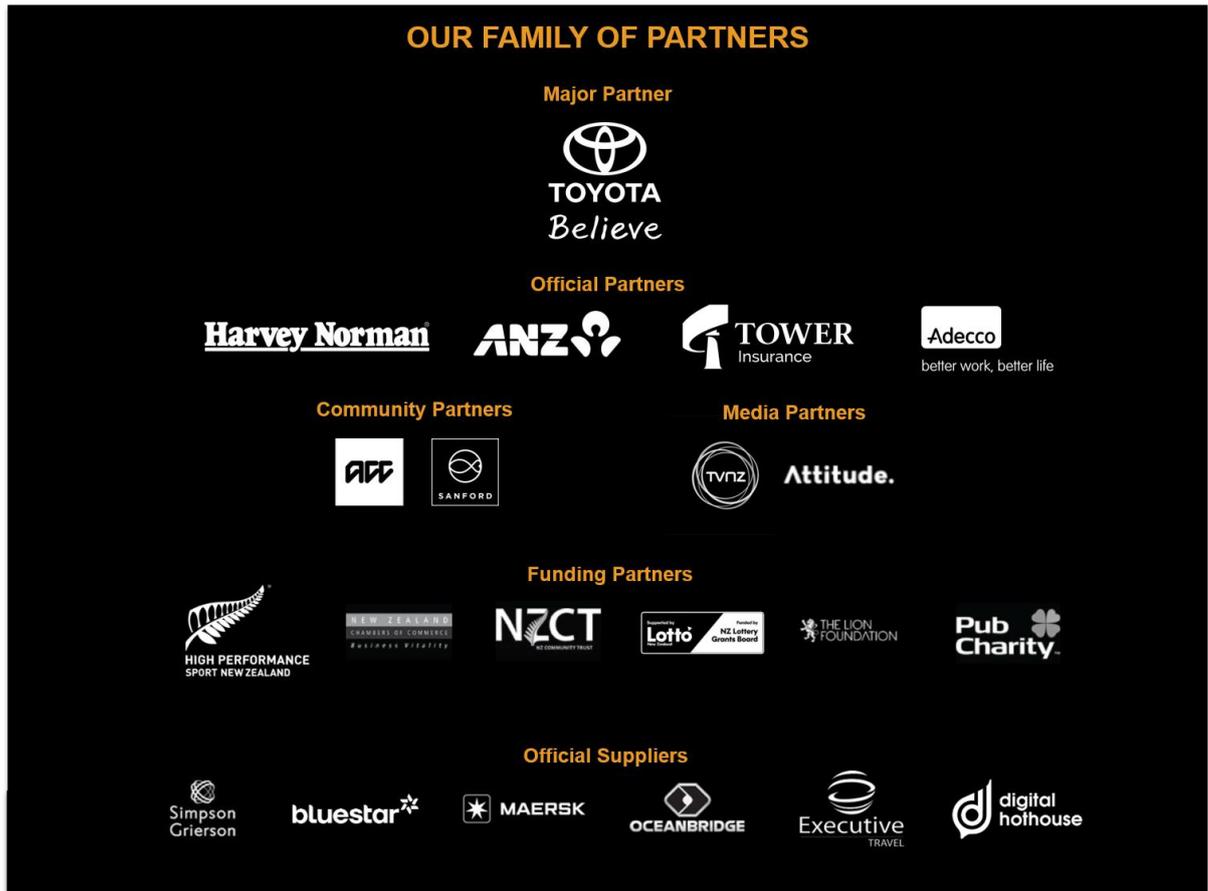
Multiple variants exist and all are under the guardianship of PNZ. The most common versions are:



SCHEDULE C

PNZ Sponsors & Commercial Partners

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



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.

Appendix 4

PRESCRIBED FORMAT OF NOMINATION CRITERIA

[Insert name of Sports Organisation] Incorporated

Beijing 2022 Paralympic Winter Games

Nomination Criteria

[Explanatory Note: This template is designed for use by Sports Organisations when determining the Nomination Criteria to be used to nominate Athletes to Paralympics New Zealand Incorporated to be considered for selection to the New Zealand Paralympic Team for the Beijing 2022 Paralympic Winter Games.

*Before finalising the Nomination Criteria for its specific sport, each Sports Organisation must sign the Agreement **attached** to this Criteria to be bound by the PNZ Selection Regulation for the Beijing 2022 Paralympic Winter Games.*

Once finalised, this Criteria will be included as a Schedule to the PNZ Selection Regulation for the Beijing 2022 Paralympic Winter Games.

Please delete all explanatory notes (including this note) and remove all highlighting from this Criteria before finalising and sending to PNZ for its approval.]

1. Application of this Criteria

- 1.1 This Criteria is issued by the Board of the **[insert Sports Organisation]** and forms part of Schedule **[to insert]** of the PNZ Selection Regulation. A copy of the PNZ Selection Regulation is available at www.paralympics.org.nz.
- 1.2 This Criteria shall take effect from **[to insert]**, or such other date specified by PNZ
- 1.3 This Criteria applies to:
 - a. all Athletes wishing to be considered for nomination to the Games Team to compete in the Games; and
 - b. **[insert name of Sports Organisation]**, including their Sport Specific Selectors (“SSS”), that wish to nominate Athletes to PNZ to be considered for selection to the Games Team for the Games.

[Explanatory Note: Please note that PNZ is happy to assist with the appointment of the Sport Specific Selectors for Sports Organisations.]

2. Definitions

Application Date	means 30 November 2020, or any other 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 to the Games Team.
Athlete Agreement	means the agreement that must be completed by any Athlete wishing to be considered for nomination and selection to the Games Team and which is attached to the PNZ Selection Regulation as Appendix 2 .
Athlete Application	means the form that must be completed by any Athlete applying to be nominated and selected to the Games Team and which is attached to the PNZ Selection Regulation as Appendix 1 .
Board	means the Board of [insert Sports Organisation] as constituted under the Constitution.
Board Members	means the members of the Board of [insert Sports Organisation] as defined in the Constitution.
Chief Executive	means the Chief Executive Officer of [insert Sports Organisation] and includes his/her nominee.
Commencement Date	means the date this Criteria came into force, namely [insert Date] .
Constitution	means the Constitution of [insert Sports Organisation] .
Criteria	means this Criteria and is also known as the “Nomination Criteria”.
DFSNZ	means Drug Free Sport New Zealand.
Games	means the Beijing 2022 Paralympic Winter Games to be held in Beijing, China from 4 – 13 March 2022.
Games 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.

General Nomination Criteria	means the criteria set out in clause 5.3.
IF	means an International Sports Federation.
IPC	means the International Paralympic Committee.
Member	means the members of PNZ as specified in the Constitution.
Nominated Athlete	means an Athlete nominated by [insert Sports Organisation] in accordance with the PNZ Selection Regulation.
Nomination Criteria	means the criteria made up of the General Nomination Criteria, the Over-Riding Nomination Criteria and the Specific Nomination Factors, and is also referred to as “this Criteria”.
Nomination Date	means [insert Date] , or any other date specified by PNZ, by which [insert Sports Organisation] must submit any Nominated Athletes to PNZ.
NSO	means a National Sports Organisation.
Over-Riding Nomination Criteria	means the criteria set out in clause 5.4.
PNZ	means Paralympics New Zealand Incorporated.
PNZ Selection Regulation	means the regulation adopted by the PNZ Board 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 Games Team to compete in the Games.
Supporting Evidence	means the supporting evidence set out in clause 5.5

Specific Nomination Factors	means the nomination factors set out in clause 5.6
Sports Organisation	means any NSO that is a Member of PNZ.
SSS	means sport specific selectors appointed by the [insert Sports Organisation] .
Team	means a group of Athletes in a team event.
Technical Considerations	means the technical considerations set out in clause 5.8
<i>[Explanatory Note: If there are no technical considerations to be considered then the definition of Technical Considerations must be deleted.]</i>	
WADA	means the World Anti-Doping Agency.

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

3. **Sport Specific Selectors**

3.1 **Composition:** The Sport Specific Selectors from **[insert Sports Organisation]** shall be appointed by **[insert who appoints and any applicable rules regarding such appointment]**. The SSS from **[insert Sports Organisation]** who will consider nomination of Athletes to PNZ to be considered for selection in the Games Team are:

a. **[to insert the names of the SSS]**

4. **Nomination Procedure**

4.1 **Nomination if Criteria met:** If the conditions of nomination set out in the PNZ Selection Regulation are met to the satisfaction of the SSS, the SSS shall then nominate those Athletes it considers meet the Nomination Criteria set out below.

5. **Nomination Criteria**

5.1 **Nomination Criteria:** The **[insert Sports Organisation]** Nomination Criteria for nomination to the Games Team is made up of the following parts:

- a. the General Criteria specified in clause 5.3;
- b. the Over-Riding Criteria specified in clause 5.4; and
- c. the Supporting Evidence specified in clause 5.5

5.2 In determining the General Nomination Criteria and the Over-Riding Nomination Criteria the SSS must also take into account:

- a. any Specific Nomination Factors specified in clause 5.6 of this criteria; **and**
- b. **any Technical Considerations specified in clause 5.8** of this criteria.

[Explanatory Note: If there are no technical considerations to be considered then the highlighted word “and” in clause 5.2a must be deleted and the rest of clause 5.2a must be added to clause 5.2. In addition, the highlighted clause 5.2b must be deleted.]

5.3 **General Nomination Criteria:** Firstly, taking into account the Specific Nomination Factors **and Technical Considerations**, the SSS **must** be satisfied that the Athlete:

- a. has met the conditions of nomination specified in clause 8.2 of the PNZ Selection Regulation;
- b. will, in the opinion of the SSS, be an effective and harmonious member of the Games Team;
- c. has not acted in such a manner so as to bring the Athlete, the sport, **[insert the Sports Organisation]** or PNZ into public disrepute; and
- d. in the opinion of the SSS, has acted and will continue to act, as a positive role model to all New Zealand athletes.

[Explanatory Note: If there are no technical considerations to be considered then the highlighted words “and Technical Considerations” must be deleted.]

5.4 **Over-Riding Nomination Criteria:** Secondly, taking into account the Specific Nomination Factors **and Technical Considerations**, the SSS **must** be satisfied overall that, in their opinion, that the Athlete or Team has met the following:

- 5.4.1 Individuals:** An Athlete being considered for individual events, has demonstrated to the satisfaction of the SSS that he or she is capable of:
- a. achieving a medal placing in the Games in their event; or

achieving a top eight (8) placing in the Games in their event and a medal placing at the Beijing 2022 Paralympic Winter Games.

5.4.2 Teams: A Team has demonstrated to the satisfaction of the SSS that the Team is capable of:

- a. achieving a medal placing in the Games in their event; or
- b. achieving a top five (5) placing in the Games in their event **and** a medal placing at the Beijing 2022 Paralympic Winter Games.

5.5 Supporting Evidence: In demonstrating an Athlete's or Team's capability, the SSS must assess the evidence showing tracking of the Athlete's and Team's performances and results. This evidence may include, but is not limited to, the following information:

- f. The shortfall, if any, in performance to achieve a medal placing based on the performances and results to date;
- g. The rate of the Athlete's or Team's progression and forecasted placing at the Games;
- h. The rate of the Athlete's or Team's progression and forecasted placing at the Milan 2026 Paralympic Winter Games;
- i. The rate of progression of other athletes and teams from other nations in that event; and
- j. The likelihood of athletes or teams from other nations being selected for the Games (based on that nation's selection criteria).

5.6 Specific Nomination Factors: When considering the General Nomination Criteria and the Over-riding Nomination Criteria above, the SSS **shall** also take into account any one or more of the following factors about an Athlete and a Team:

- a. the performance and results of the Athlete, or Team in which the 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 Games 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 SSS considers relevant.

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

[Explanatory Note: A Sports Organisation may include additional factors for its SSS to take into account and it may also add to any of the existing factors above e.g. by inserting specific events, competitions and/or activities (i.e. World Championships, Commonwealth Games and Paralympic Games) in clause 5.4a.]

5.7 Weight to be given to Specific Nomination Factors: The SSS may give weight to any one or more of the Specific Nomination Factors and if it does, to apply such weighting to one or more Athletes. No particular factor shall be weighted more or less significantly by reason only of the order in which that factor appears in this Criteria.

5.8 Technical Considerations: When considering the General Nomination Criteria and the Over-Riding Nomination Criteria the SSS shall also take into account the following factors:

5.8.1.1 [to insert any additional technical considerations]

[Explanatory Note: A Sports Organisation may also include any additional technical considerations in this clause e.g. “when considering the performance and results of an Athlete in accordance with clause 5.4a, wind-assisted performances shall not be considered”. If there are no technical considerations to consider clause 5.7 must be deleted.]

5.9 Extenuating Circumstances: In any decision regarding the nomination of Athletes and Teams to PNZ for the Games Team, the SSS may, in their sole discretion, take into account any extenuating circumstances in accordance with clause 5.12 below.

- 5.10 **Nomination Procedure:** After consideration of the Nomination Criteria the SSS shall follow the procedure set out in the PNZ Selection Regulation.
- 5.11 **Overriding Discretion:** Notwithstanding the criteria, in considering Athletes and Teams for selection, PNZ has an absolute overriding discretion to select (or not select) Athletes or Teams (including those who may not meet the above criteria) for the Games Team. In doing so it may take into account factors such as, but not limited to, compatibility of Athletes, Athletes prior conduct, or factors that may affect the Games Team as a whole.
- 5.12 **Extenuating Circumstances:** PNZ may in its sole discretion take into account extenuating circumstances and therefore waive or vary some or all of the above criteria. Detailed evidence must be provided with any nomination seeking consideration of extenuating circumstances which has affected an athlete's/team's progress. For the purpose of this Policy, "extenuating circumstances" means the inability of an Athlete or Team to compete or perform to an optimum level due to factors such as:
- a. injury or illness of an athlete;
 - b. equipment failure;
 - c. travel delays;
 - d. bereavement or personal misfortune; and
 - e. such other circumstances as the selectors reasonably consider constitute "extenuating circumstances."
- 5.13 Athletes unable to compete at events, trials, or other attendances required under this Criteria, must advise the Chief Executive of the extenuating circumstances, and reasons, in writing, with as much advance notice as possible and ideally 5 working 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 Criteria, then the SSS has no obligation to rely on such circumstances. In the case of injury or illness, Athletes may be required by the SSS to provide a medical certificate and/or to undergo an examination by a health practitioner/s nominated by the SSS, and to provide that opinion and/or report to the SSS. Any failure to agree to such a request may result in the SSS being unable to consider the injury or illness as an extenuating circumstance.
- 5.14 In the case of any extenuating circumstance/s, the SSS will make a nomination decision on a case by case basis.

6 Appeal Procedure

- 6.1 Nomination Appeals:** Any Athlete who has applied for nomination and selection to the Games 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 to the **[insert Sports Organisation]** against their non-nomination to PNZ by the SSS of the **[insert Sports Organisation]** in accordance with the procedures set out in the PNZ Selection Regulation.

7 Inconsistencies

- 7.1** In the event there is any inconsistency between this Criteria and the PNZ Selection Regulation, the PNZ Selection Regulation shall prevail.
- 7.2** If this Criteria imposes a higher qualification standard or a lesser number of participants than stated by the IPC this shall not be regarded as an inconsistency.

8 Amendments to this Criteria

- 8.1** This Criteria may be amended or supplemented from time to time by the Board.
- 8.2** 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.
- 8.3** This Criteria includes any amendments to the IPC rules, regulations, policies and codes.