



NEW ZEALAND PARALYMPIC TEAM AGREEMENT

PARIS 2024 PARALYMPIC GAMES

PARA ATHLETE AGREEMENT FOR NOMINATION/SELECTION

Updated 29 November 2022

To be considered for nomination and selection to the New Zealand Paralympic Team (“NZ Paralympic Team”) to compete at the Paris 2024 Paralympic Games (“Paralympic Games”), this Agreement must be completed, signed and returned to:

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

Or via email to:

PNZGamesCampaign@paralympics.org.nz

To be completed by: 12 December 2023

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THIS AGREEMENT is dated the 29 day of November 2022.

PARTIES

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

(**PNZ**)

AND: ****NAME**** at E-mail address

(**You**)

BACKGROUND

1. PNZ is affiliated to the International Paralympic Committee as the National Paralympic Committee in New Zealand
2. You have submitted a Para athlete Application Form, in accordance with the PNZ Selection Regulation for the Paris 2024 Paralympic Games, and that Para athlete Application Form has been submitted to PNZ by the Application Date and certified by PNZ (in consultation with the National Sports Organisation of your sport).
3. PNZ is the appointed guardian of the Intellectual Property owned by the IPC and the Paris 2024 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.
4. PNZ relies on a mix of donations, government grants and support from sponsors to fund sport and community programmes for Para athletes in New Zealand, including the significant costs of preparing and taking a New Zealand team to the Paralympic Games. This Agreement is designed to protect PNZ's commercial interests, including sponsorships and fundraising activities, to ensure that the NZ Paralympic Team is fully funded and the Para athletes travelling to the Paralympic Games are provided the best opportunity and environment possible to secure medals.
5. It is a condition of eligibility for nomination and selection to the NZ Paralympic Team that you agree to the terms of this Para Athlete Agreement by completing and returning this Para athlete Agreement to PNZ prior to the Nomination Date.
6. By signing this Agreement you acknowledge that you are not guaranteed to be selected by PNZ to the NZ Paralympic Team.
7. This Agreement only comes into effect if you are selected by PNZ to the NZ Paralympic Team. If you are selected to the NZ Paralympic Team, this Agreement comes into effect upon such selection and if you are not selected to the NZ Paralympic Team, this Agreement does not come into effect.
8. 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:

1.1 In this Agreement unless the context indicates otherwise:

Agreement means this agreement and includes the background and all schedules.

Application Date means the date by which Para athletes must submit a completed Para athlete Application to PNZ in accordance with the PNZ Selection Regulation;

Chief Executive means the Chief Executive of PNZ and includes their nominee.

Constitution means the Constitution of PNZ.

DFSNZ means Drug Free Sport New Zealand.

IF means International Federation.

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

IPC means the International Paralympic Committee.

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

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

New Zealand Broadcast Rights-holder means the organisation(s) holding the exclusive rights, as awarded by IPC, to create content and distribute it across various media platforms in the build-up, during and post the Paralympic Games.

Nominated Para athlete means a Para athlete nominated by the National 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 National Sports Organisation), by which the National Sports Organisation must submit any Nominated Para athletes to PNZ for consideration by the Panel.

NSO means National Sports Organisation.

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

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

Para athlete means an athlete who is selected to the NZ Paralympic Team.

Para athlete Application Form means the application form that must be completed by any Para athlete applying to be nominated and selected to the NZ Paralympic Team in accordance with the PNZ Selection Regulation;

Paralympic Games mean the Paris 2024 Paralympic Games to be held in Paris, France from 28 August to 8 September 2024.

Paralympic Games Period means the period from 19 August to 11 September 2024, that is nine days prior to the opening ceremony of the Paralympic 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).

Paris 2024 OCOG means the Paris 2024 Organising Committee for the Olympic and Paralympic Games.

Personal Sponsors means any commercial organisation that a Para 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 3** of this Agreement.

PNZ Partners means sponsors or partners supporting PNZ as shown in **Schedule 1** of this Agreement and updated on the [PNZ website](#) from time to time during and after the Term as required.

PNZ Selection Regulation means the PNZ Selection Regulation for the Paris 2024 Paralympic Games.

Selection Appeal means an appeal by a Para 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 Para athletes have been selected to the NZ Paralympic Team in accordance with the PNZ Selection Regulation.

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 2.1.

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 NZ Paralympic Team and includes

competition, training, traveling, casual, and formal apparel and accessories, as supplied by PNZ or PNZ Partners.

WADA means the World Anti-Doping Agency.

2. TERM OF AGREEMENT

- 2.1 **Term:** Subject to clause 3 below, this Agreement will commence on the Selection Date (if you are selected to the NZ Paralympic Team) and will, subject to the rights of early termination in this Agreement set out in clause 14 and clause 15, terminate on 31 December 2024. For the avoidance of doubt, this Agreement will terminate on the Selection Date (should you not be selected to the NZ Paralympic Team); subject to clause 24 continuing to apply.

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

- 3.1 **Eligibility:** Notwithstanding clause 2.1, You acknowledge and agree to be bound by clauses 8, 9, 10 and 23 from the date of execution of this Agreement to the Selection Date.

4. ELIGIBILITY AND SELECTION

- 4.1 By completing and returning this Agreement, you confirm that the Para 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 Para 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. if applicable (Para athlete is a minor), complete the [PNZ Parental Consent. Emergency Contacts and Risk Disclosure for Minors Form](#) available in Appendix of the Supervision of Minors Policy (Schedule 2) of this Agreement;
- c. comply with all rules, regulations and policies of your Sports Organisation, PNZ, the IF, the IPC, the Paris 2024 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 Paralympic Games Period to enable you to compete in the Paralympic 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 Para 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 them;
- g. during the Paralympic Games Period, be subject to the control, management and reasonable direction of PNZ, through the Chef de Mission and any person appointed by them;
- h. comply with the PNZ Code of Conduct;

- i. conduct yourself in a proper manner so as not to bring yourself, the NZ Paralympic 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 Paralympic 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 Paralympic Games or the performance of any other Parathlete at the Paralympic 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 Paralympic Games, the Paris 2024 OCOG or any of their sponsors;
- m. live inside the Paralympic Games village or official satellite villages provided by the OCOG for the Paralympic Games Period; and
- n. complete a comprehensive evaluation survey and return it to PNZ as per the prescribed timeframes determined by PNZ at the conclusion of the Paralympic 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 NZ Paralympic Team to represent New Zealand at the Paralympic 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 Paralympic Games;
- c. for the Paralympic Games Period, ensure you are provided access to medical, massage and physiotherapy treatment and facilities in the Paralympic Games village and, where or when available, at other Paralympic Games venues;
- d. for the Paralympic Games Period, ensure you are provided with administrative and other support staff to facilitate your participation in the Paralympic 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 Paralympic Games;
- f. determine and arrange your travel to and from the Paralympic Games (by the route determined by PNZ to and from your usual place of residence), and ground transport at the Paralympic Games as determined by PNZ;
- g. determine and arrange your accommodation at the Paralympic Games village or official satellite villages provided by the OCOG during the Paralympic Games Period;
- h. determine and arrange travel insurance (and other insurances e.g. equipment) for you to attend the Paralympic 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 Paralympic Games, inviting you to briefings, and providing you with written documentation;
- k. provide advice and assistance to you for public relations and media and sponsorship matters which may arise during the Term of this Agreement; and
- l. provide access to tickets to events at the Paralympic Games subject to availability and at the discretion of the Chef de Mission or any other person appointed by them.

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 their 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 Paralympic Games, as long as it complies with clauses 7.1b 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 NZ Paralympic Team members, the NZ Paralympic Team, PNZ, the Paralympic Games, the Paris 2024 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 NZ Paralympic Team, PNZ, the IPC or the Paralympic 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 Paralympic Games Period, for execution within the Paralympic 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 NZ Paralympic Team, PNZ, the IPC or the Paralympic 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 Paralympic 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 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 NZ Paralympic 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 Paralympic 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 Paralympic 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 Paralympic 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 NZ Paralympic 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 Paralympic Games Period and you are answering questions regarding the Paralympic 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 Paralympic 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 NZ Paralympic Team, PNZ, the IPC, Paris 2024 OCOG or the Paralympic 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 NZ Paralympic Team but in each case, it will relate to you being a member of the NZ Paralympic 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 (i.e.. excluding any commitments under clause 7.4).
- 7.8 You agree and understand that:
- a. the spokesperson on all matters concerning the NZ Paralympic Team will be the Chief Executive or the Chef de Mission who may, in their discretion, delegate responsibility for this role to any other official of the NZ Paralympic 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 Paralympic Games, the management of the NZ Paralympic Team or fellow NZ Paralympic Team members or coaches.

8. PROMOTIONS AND SPONSORSHIP

- 8.1 As a member of the NZ Paralympic Team (or as a Para athlete seeking to be selected to the NZ Paralympic 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, Paris 2024 OCOG and the Paralympic 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 NZ Paralympic Team) in a way that implies that they are an official sponsor of the NZ Paralympic Team, PNZ, the IPC, Paris 2024 OCOG or the Paralympic 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 Paris 2024 OCOG and the Paralympic 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, Paralympic Games or Paris 2024 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, Paralympic Games or Paris 2024 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 NZ Paralympic 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 Paris 2024 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 Paralympic 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 Para 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 NZ Paralympic Team or your athletic performance at the Paralympic Games or any previous Paralympic 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 NZ Paralympic Team, PNZ, the IPC, Paris 2024 OCOG or the Paralympic Games; and
 - e. for the avoidance of doubt, use of the words "Paralympian", "Paralympic Para 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, Paris 2024 OCOG, the Paralympic Games or the NZ Paralympic Team.
- 8.6 During the Paralympic 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 Paris 2024 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 Paralympic Games or as a member of the NZ Paralympic 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 NZ Paralympic 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 you being a member of the NZ Paralympic Team;
 - b. your appearance and any related commercial collateral for PNZ Sponsors (i.e.. advertisements, posters, digital platforms etc) is positioned as per clause 9.2;
 - c. 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;
 - d. the timing of such appearances does 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 Paralympic 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;
 - e. the duration of each individual appearance shall be no longer than 5 hours exclusive of travel, unless otherwise agreed with you; and
 - f. 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 NZ Paralympic 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, Paris 2024 OCOG and the Paralympic 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, Paris 2024 OCOG and the Paralympic Games under this Agreement.
- 8.12 In addition, you also agree to:
- a. return to New Zealand with the NZ Paralympic 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 Paralympic Games or as a member of the NZ Paralympic 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 Paralympic Games, the Paris 2024 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 NZ Paralympic 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 NZ Paralympic 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 Paralympic Games or any future Paralympic Games and/or (b) in any broadcast or communication of all or any part of the Paralympic Games, as long as such use is limited to Your Identity (whether alone or with others) being used factually as a member of the NZ Paralympic 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 NZ Paralympic Team and New Zealand's participation in the Paralympic Games, to identify you as part of the NZ Paralympic 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 NZ Paralympic Team (or as a Para athlete seeking selection to the NZ Paralympic 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 their 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 Paris 2024 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 (e.g. 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, Paralympic 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 Paris 2024 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 Policy (available in Schedule 2) 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 or 15.
- 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 NSO, 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 NSO, PNZ, the relevant IF, IPC and any other applicable organisations) during the Term of this Agreement. You agree to disclose to your NSO 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 Paralympic 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 Paralympic 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 Paralympic Games, including but not limited to COVID-19 or other reasonable testing whether or not you display symptoms of that illness;
 - 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 Paralympic Games shall be made available to other members of your health and/or support team, particularly the Chief Executive and the Chef de Mission; and
 - f. to comply with all reasonable directions given by the Chef de Mission, or his/her nominee, in relation to your health and medical fitness.

14. DEFAULT/SANCTIONS

- 14.1 If at any time during the Term of this Agreement, the Chief Executive or the Chef de Mission determines that you have:
- a. breached or failed to comply with this Agreement;
 - b. breached or failed to comply with:
 - i. the Constitution;
 - ii. the regulations and policies of PNZ (including committing any violation of the PNZ Anti-Doping Regulation including the Sports Anti-Doping Rules);
 - iii. the rules of any event, competition or activity in which you have been selected to participate; or
 - iv. any reasonable instruction or request by the Chief Executive or the Chef de Mission, or the applicable coach(es).

- c. brought yourself, another Para athlete, the NZ Paralympic 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 they consider 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 Paralympic 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 Paralympic Games, withdraw your selection from the NZ Paralympic Team;
- b. terminate your membership of the NZ Paralympic Team;
- c. require you to leave the Paralympic Games venues (which may include the Paralympic Games village);
- d. exclude you from competition at the Paralympic Games;
- e. cancel and impound your Paralympic Games accreditation card to prevent you access to the Paralympic Games venues (including the Paralympic 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 Paralympic Games events;
- 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 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 NZ Paralympic 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 NZ Paralympic Team;
- b. you withdraw from the NZ Paralympic Team in accordance with clause 15.2; or
- c. written agreement between you and PNZ.

15.2 If you wish to withdraw from the NZ Paralympic Team 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, in accordance with the following procedure:

- a. You must notify the Chief Executive in writing of your 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 their nominee); and
- b. 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 NZ Paralympic 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, 15 or 16, 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 Paralympic Games Period) or the CAS (if within the Paralympic 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 Para athlete Application completed by you is deemed to be incorporated into this Agreement.
- 19.2 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, Classification data 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.
- 20.3 Other Personal Information will be collected for the purposes of arranging accommodation, your Uniform, administrative matters associated with your membership of the NZ Paralympic Team and for a historical record of your participation in the Paralympic Games. In addition your Personal Information will be used to contact you prior to your departure for the Paralympic Games and for promotional purposes including sponsorship promotions prior to and during the Paralympic 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. STATUS

- 21.1 **Status:** You acknowledge and agree that by entering into this Agreement, you are not an employee of PNZ, and there is no relationship of employer/employee, principal/agent arising out of this Agreement.
- 21.2 **No Claim as Employee:** You acknowledge and agree that at no stage, either during the Term of following the termination of this Agreement, will you claim that you are/were an employee of PNZ.
- 21.3 **Acknowledgement of Advice:** You acknowledge that you have had an opportunity to seek advice about this Agreement and that you agree and acknowledge this arrangement to be one of an independent contract with PNZ.
- 21.4 **Fines:** You are responsible for the payment of any fine for failure by you to comply with any statute or regulation.

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 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): clauses 8, 9, 10, 20 and 23.

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

Para athlete Acceptance

I, ****NAME**** have read and understand the terms of this Agreement.

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

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

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

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

Signature..... Dated.....

Parent/Guardian Signature if under 18 years of age

In the case of a Para 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 Para athlete.

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

Signature..... Dated.....

Full name.....

SCHEDULE 1

PNZ PARTNERS

This may change from time to time, please refer to [the PNZ website](#) for regular updates.

PARTNERS

Major Partner



Official Partners

Harvey Norman **Adecco**

Media Partners

 **Attitude.**

Community Partners

 

Funding Partners

     
     
     

Official Suppliers

    
 

SCHEDULE 2
PNZ POLICIES

You acknowledge that you have read and agree to comply with the requirements outlined in the following PNZ Policies. All links included below.

1. [Alcohol Policy](#)
2. [Anti-Bullying, Harassment and Discrimination Policy](#)
3. [Anti-Doping Policy](#)
4. [Anti-Match Fixing and Sports Betting Policy](#)
5. [Ceremonies and Movement Policy](#)
6. [Code of Conduct](#)
7. [Complaints Procedure](#)
8. [Media Policy](#)
9. [Protected Disclosures Whistle blower Policy](#)
10. [Supervision of Minors Policy](#)
If supervising minors, Appendix 1 must be completed – digital link can be signed [here](#).
11. [Travel Policy](#)
12. [Uniform Policy](#)
13. [Young Persons Protection Policy](#)

SIGNED by ****NAME****:

Signed:

.....

Full Name:

.....

Date:

.....

SCHEDULE 3
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 trademark.



2. IPC Logos

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



3. Paris 2024 OCOG Logos

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

