



**General Selection Regulation for  
Paralympics New Zealand  
Managed Para Sports**

**Commencement Date**

**5 July 2023**

**Version control amendments**

---

5 July 2023	- Section 4.2, 4.3, 4.12.d
8 December 2025	- References to Drug Free Sport New Zealand changed to Sport Integrity Commission

# **Paralympics New Zealand Incorporated**

## **General Selection Regulation for PNZ Managed Para Sports**

### **1. Objectives of this Regulation**

---

- 1.1 The objectives of this Regulation are to clearly document and make available to all Para athletes and National Sports Organisations (NSO) of Paralympics New Zealand (PNZ) Managed Para Sports, the process and Selection Criteria to be used by PNZ in selecting Para athletes for Major International Events.
- 1.2 For the avoidance of doubt, nothing in this Regulation shall apply to the process and criteria to be used by PNZ in selecting Para athletes to attend the Paralympic Games.

### **2. Application of this Regulation**

---

- 2.1 This Regulation is issued by the PNZ Board under the PNZ Constitution.
- 2.2 This Regulation shall take effect from 1 January 2022.
- 2.3 This Regulation applies to all Members of PNZ, the PNZ Board, the PNZ Selectors and Para athletes wishing to be considered for selection to a Team/ Event to compete in a Major International Event.

### **3. Definitions**

---

<b>Affiliate Member</b>	means a Member of PNZ as defined in the PNZ Constitution.
<b>Announcement Date</b>	means the date that PNZ publicly announces the selection of a Team/ Event to attend a Major International Event, or any other date as determined by PNZ.
<b>Application Date</b>	means the date specified by PNZ by which any Para athlete seeking selection to a Team/ Event must complete and return to PNZ a Para Athlete Application.
<b>Para Athlete Application</b>	means the form that must be completed by any Para athlete applying to be selected to a Team/ Event and which is attached to this Regulation as <b>Schedule 1</b> .
<b>Board</b>	means the PNZ Board as constituted under the PNZ Constitution.
<b>Board Members</b>	means the members of the PNZ Board as defined in the PNZ Constitution.

<b>CAS</b>	means the Court of Arbitration for Sport.
<b>Chief Executive Officer</b>	means the Chief Executive Officer and Secretary General of PNZ and includes their nominee.
<b>Commencement Date</b>	means the date this Regulation came into force, as set out in clause 2.2.
<b>Constitution</b>	means the Constitution of PNZ.
<b>General Selection Criteria</b>	means the General Selection Criteria set out in clause 8.4.
<b>HP Para Athlete Agreement</b>	means the PNZ High Performance Agreement between PNZ and a Para athlete that must be agreed by any Para athlete who is a member of the PNZ high performance programme or selected by PNZ for a Team or an Event which is attached to this Regulation as <b>Schedule 2</b> .
<b>IF</b>	means an International Sports Federation.
<b>IPC</b>	means the International Paralympic Committee.
<b>Major International Event</b>	means any of the events determined by the Para sport on an annual basis.
<b>Member</b>	means a member of PNZ as specified in the PNZ Constitution.
<b>NSO</b>	means a National Sports Organisation.
<b>Panel</b>	means the PNZ Selection Panel constituted in accordance with clause 4.1.
<b>Para athlete</b>	means a person who wishes to be considered for selection to a Team/ Event under this Regulation.
<b>PNZ</b>	means Paralympics New Zealand Incorporated.
<b>PNZ Code of Conduct</b>	means any Code of Conduct issued by the PNZ Board.
<b>PNZ Managed Para Sport</b>	means a Para sport that is both PNZ managed and invested, including but not limited to Shooting Para sport.
<b>PNZ Selector</b>	means a Selector on the Selection Panel appointed in accordance with clause 4.
<b>Principal Member</b>	means a Member of PNZ as defined in the PNZ Constitution.
<b>Selection Appeal</b>	means an appeal by a Para athlete against their non-selection brought in accordance with clause 11.

<b>Selection Criteria</b>	means the Specific Criteria and General Selection Criteria set out in clause 8.
<b>Selected Para athlete</b>	means a Para athlete selected by the Panel in accordance with clause 8.
<b>Specific Criteria</b>	means the Specific Criteria set out in clause 8.2.
<b>Sport Integrity Commission</b>	means <a href="#">Sport Integrity Commission – Te Kahu Raunui</a>
<b>Sports Organisation</b>	means any NSO of a PNZ Managed Para Sport that is a Member of PNZ.
<b>Sports Tribunal</b>	means the <a href="#">Sports Tribunal of New Zealand</a> established under the Sports Anti-Doping Act 2006.
<b>Team</b>	means a New Zealand Team selected in accordance with this Regulation to compete in a Major International Event and excludes any Para athletes selected as reserves.
<b>WADA</b>	means the <a href="#">World Anti-Doping Agency</a> .

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

#### 4. **Selection Panel**

---

- 4.1 **Sub-Committee:** In accordance with the PNZ Constitution and this Regulation, the PNZ Board shall appoint, as necessary, a sub-committee to be known as the PNZ Selection Panel (“Panel”) to select Para athletes to Teams or Event.
- 4.2 **Composition:** The Panel shall comprise of, a minimum of three and a maximum of four, 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 Officer. All applications must be submitted by the date specified by the Chief Executive Officer unless otherwise agreed with the Chief Executive Officer. The PNZ Board and/or the Chief Executive Officer may invite any person to make an application to be a PNZ Selector. PNZ Board Members are not eligible for consideration (clause 4.8). Once the applications have been received by the Chief Executive Officer, they will make recommendations to the PNZ Board of the persons (if any) they consider suitable for appointment as PNZ Selector(s). The PNZ Board may call for further applications if it so wishes. The PNZ Board shall determine from amongst the applications (including any

recommendations from the Chief Executive Officer) which persons to appoint as PNZ Selectors and shall notify the successful applicants of their appointments.

- 4.4 **Criteria for Appointment:** In considering the applications for appointment as a PNZ Selector, the PNZ Board shall appoint based on merit and in doing so shall take into account the following factors about the applicant:
- a. their prior experience as a selector;
  - b. their knowledge of, and experience in high performance sport;
  - c. their occupational skills, abilities, and experience; and
  - d. their knowledge of, and experience in, sport generally.
- 4.5 **Chairperson:** A Chairperson of the Panel shall be appointed by the PNZ Board from amongst the PNZ Selectors appointed to the Panel.
- 4.6 **Quorum:** The quorum for all meetings of the Panel (including meetings held virtually or by teleconference) is three PNZ Selectors.
- 4.7 **Term of office:** All PNZ Selectors will be appointed for a period of one year or such other period as determined by the Board. If a PNZ Selector resigns during their term of office, the PNZ Board shall appoint a replacement person for the balance of the term on the recommendation of the Chief Executive Officer.
- 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 Para athlete(s) to a Team/ Event, they must declare such a conflict, or potential conflict, immediately to the Chief Executive Officer. The Chief Executive Officer shall decide whether the PNZ Selector is able to deliberate and/or vote on the selection or otherwise of that Para athlete(s) and/or, if the nature and extent of the conflict is such that the PNZ Selector should be removed from the Panel, to recommend such removal to the PNZ Board under clause 4.9 (Removal).
- 4.9 **Removal:** The PNZ Board may remove any one or more of the PNZ Selectors (either permanently or for such period as the PNZ Board considers appropriate), if the PNZ Board considers, in its sole discretion, that:
- a. the PNZ Selector has a conflict of interest which cannot be resolved to the PNZ Board's satisfaction;
  - b. there are circumstances which may give rise to a question of bias in the selection process;
  - c. the PNZ Selector has breached any PNZ Code of Conduct and/or any PNZ regulation;
- or

- d. the PNZ Selector has brought PNZ (including any employee, official or Member) into disrepute.

Before removing any PNZ Selector from the Panel, the PNZ Board must notify the PNZ Selector of its proposal to remove them 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 PNZ Board shall appoint a replacement PNZ Selector for the balance of the term on the recommendation of the Chief Executive Officer.

4.11 **Role and Responsibilities:** The role of the Panel is to select from amongst the Para athletes eligible under clause 6 (Eligibility for Selection) those Para athletes it considers should be selected to a Team/ Event. 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 PNZ Board;
- b. select the Para athletes who it considers should be selected to a Team/ Event 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 PNZ Board to disclose matters in accordance with this Regulation;
- e. support and promote the Selection Criteria and processes for selection as set out in this Regulation; and
- f. be positive advocates for PNZ and all of its activities.

4.12 **Procedures:**

- a. The Panel shall meet as and when required and on request by the Chairperson of the Panel, or the Chief Executive Officer.
- b. The Chairperson of the Panel shall ensure that minutes are taken of all meetings of the Panel (including all meetings held virtually or by teleconference or other electronic means). All minutes are to be kept confidential to the Panel, the Chief Executive Officer, and the PNZ Board, unless otherwise determined by the Chief Executive Officer.
- c. The Chairperson of the Panel shall also ensure that there is a record of all documents relied on by PNZ Selectors and all other communications regarding the selection and

non-selection of Para athletes to a Team/ Event. All such documentation and communications are to be kept confidential to the Panel, the Chief Executive Officer, and the PNZ Board, unless otherwise determined by the Chief Executive Officer.

- d. The Panel shall use its best efforts to achieve its decision by consensus however, if any decision is not unanimous, the decision of the majority of PNZ Selectors will be sufficient. If there is a tied vote, the Chairperson shall have a casting vote.
- e. All public comments regarding the selection or non-selection of any Para athletes to a Team/ Event will be made by the Chief Executive Officer, 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 have prior written approval by the Chief Executive Officer.
- f. All discussions between a PNZ Selector(s) and a Para athlete(s) regarding the selection or non-selection of a Para athlete(s) to a Team/ Event prior to or after the selection or non-selection shall only occur with the prior written approval of the Chief Executive Officer.

4.13 **Expenses:** The Chief Executive Officer may, in their sole discretion, reimburse PNZ Selectors for their actual and reasonable expenses incurred in the conduct of their responsibilities.

## 5. **Application and Selection Process**

---

5.1 **Application and Selection Process:** The process for application for and selection of a Team/ Event shall be as follows:

- a. **Application:** the completion and return to PNZ of a Para Athlete Application and Para Athlete Agreement in accordance with clause 6 (Eligibility for Selection); and
- b. **Selection:** the selection of Para athletes in accordance with clause 7 (Selection Procedure) and clause 8 (Selection Criteria).

## 6. **Eligibility for Selection**

---

6.1 **Eligibility:** To be eligible for selection to a Team/ Event a Para athlete seeking selection must:

- a. be a current member of a Principal Member or Affiliate Member of PNZ;
- b. be a New Zealand citizen;
- c. have met all the eligibility requirements of the IPC and any other applicable IF requirements for participation in the relevant Major International Event;



- d. fully complete and return to PNZ, prior to the Application Date, a Para Athlete Application in the form **attached** as **Schedule 1** to this Regulation;
- e. have **either**:
  - i. signed a HP Para Athlete Agreement, prior to the Application Date; **or**
  - ii. agree to, if selected, fully complete and return to PNZ prior to a date determined by PNZ, the HP Para Athlete Agreement **attached** as **Schedule 2** to this Regulation;
- f. sign, observe, comply and abide by the rules and regulations outlined in the IPC Athlete Eligibility Agreement – [LINK](#) - distributed to the Para athletes by PNZ;
- g. meet the IPC sport-specific classification and have a designated IPC classification status (set out on the [IPC website](#));
- h. have not breached any rules, regulations or policies of the NSO, PNZ, the IF, the IPC or WADA;
- i. not currently be under disqualification or suspension under the rules, regulations or policies of the NSO, PNZ, the IF, the IPC or WADA;
- j. have demonstrated to the satisfaction of PNZ that the Para athlete is not suffering any physical or mental health impairment (other than the known impairments for which the Para athlete has been classified pursuant to the IPC’s classification system) that would prevent them from completing in the Major International Event to the highest possible standard;
- k. have acted in such a manner so as not to bring the Para athlete, the particular Para sport, the NSO or PNZ into public disrepute;
- l. not be in breach of (or under investigation for) any anti-doping offence as defined in the anti-doping rules, regulations and/or policies of the relevant NSO or IF, PNZ, IPC, or WADA;
- m. from the date specified by PNZ have had their name, contact address details registered with Sport Integrity Commission for the purposes of out-of-competition drug testing;
- n. have agreed to be available for drug testing by the Sport Integrity Commission and/or any other recognised drug testing authority; to comply with the Sports Anti-Doping Rules issued by Sport Integrity Commission 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; and

- o. have demonstrated to the satisfaction of PNZ that they will maintain the designated level of fitness and standard of competitiveness as set out in the Para Athlete Agreement.

Sub-clause 6.1l of this clause shall not apply to any anti-doping offence for which the Para athlete has been sanctioned where such sanction has been satisfied in full.

- 6.2 **Failure to comply:** Failure to comply with, or maintain compliance with, any part of clause 6.1 (Eligibility) may result in the Para athlete not being eligible for consideration for selection, or, if selected, being removed from a Team/ Event.

## 7. **Selection Procedure**

---

- 7.1 **Panel to Select Para athletes:** The Panel shall be solely responsible for selecting those Para athletes who will be members of each Team/ Event in accordance with the Selection Criteria and this Regulation. Any decision regarding the selection of the Team/ Event is at the complete discretion of the Panel.

## 8. **Selection Criteria**

---

- 8.1 **Selection Criteria:** The Selection Criteria for selection to a Team/ Event to compete in a Major International Event is made up of the following parts:
- a. the Specific Criteria specified in clause 8.2; and
  - b. the General Selection Criteria specified in clause 8.4.
- 8.2 **Specific Criteria:** Provided the Panel is satisfied that the eligibility requirements in clause 6 (Eligibility for Selection) are met, the Panel **may** select Para athletes who have met the relevant Sport Specific Criteria.
- 8.3 **Achievement of Para Sport Specific Criteria no Guarantee of Selection:** Achievement of the Specific Criteria by a Para athlete does not guarantee or secure selection of the Para athlete by the Panel to that particular Team/ Event.
- 8.4 **General Selection Criteria:** The Panel **may** also take into account any one or more of the following factors about a Para athlete:
- a. the performance and results of the Para athlete, or Team/ Event in which the Para 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 years preceding the possible selection of the Para 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/ Event and/or when competing in the Team/ Event at the Major International Event, including respect for team members and officials;
- g. willingness to promote PNZ in a positive manner;
- h. demonstrated ability to take personal responsibility for self and their results;
- i. proven ability to be reliable; and
- j. any other factor(s) the Panel considers relevant.

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

- 8.5 **Extenuating Circumstances:** In any decision regarding the selection of Para athletes to a Team/ Event, the Panel may, in its sole discretion, take into account any Extenuating Circumstances in accordance with clause 9.1 (Extenuating Circumstances).
- 8.6 **No Obligation:** There is no obligation of the Panel to fill any or all of the available places on a Team/ Event for a Major International Event.
- 8.7 **Selection may be subject to conditions:** The Panel may, in its discretion, add to, or remove, any Para athlete from a Team/ Event at any time based on the Selection Criteria. It may also select a Para athlete with conditions to be satisfied by a date prior to the commencement of the Major International Event as determined by the Panel. If such conditions are met to the satisfaction of the PNZ Selectors by the specific date, that Para athlete shall be selected to the Team/ Event.
- 8.8 **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 Para athletes. No particular factor shall be weighted more or less significantly by reason only of the order in which that factor appears in this Regulation.
- 8.9 **Reasons for decisions:** The Panel may, in its discretion, provide reasons for its decisions, but there is no obligation to do so.

- 8.10 **Selection following Selection Appeal:** As a result of either an appeal under clause 11 (Appeal Procedure), or new evidence being provided at any stage during an appeal under clause 11 (Appeal Procedure) the Panel may decide not to select a Para athlete or to recommend to the Chief Executive Officer to terminate the Para Athlete Agreement of a Selected Para athlete and in place of that Para athlete select a reserve or another Para athlete.

## **9. Extenuating Circumstances**

---

- 9.1 **Extenuating Circumstances:** In considering the selection of Para athletes in accordance with this Regulation, the Panel may in its sole discretion, give weight to any extenuating circumstances which include, but are not limited, to the following:
- a. injury or illness;
  - b. travel delays;
  - c. equipment failure;
  - d. bereavement or personal misfortune; and/or
  - e. any other factors reasonably considered by the PNZ Selectors to constitute extenuating circumstances.
- 9.2 **Para athletes to Advise:** Para athletes unable to compete at events, trials, or other attendances required under this Regulation and attached Schedules, must advise the Chief Executive Officer of the extenuating circumstances, and reasons, in writing, with as much advance notice as possible and ideally seven days prior to the commencement of the event, trial or other attendance. If the Chief Executive Officer is not notified of any extenuating circumstances in accordance with this Regulation, then the Panel has no obligation to rely on such circumstances.
- 9.3 **Medical Certificate:** In the case of injury or illness, Para 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.
- 9.4 **Decision:** In the case of any extenuating circumstance/s, the Panel will make a decision on a case by case basis.

## 10. Notification of Selection

---

- 10.1 **Notification of Selection:** Once the Panel has determined the Para athletes to be selected to a Team/ Event, each Para athlete will be advised verbally and then in writing by the Chief Executive Officer if they have been selected. Each Selected Para athlete who has not already signed a HP Para Athlete Agreement must then fully complete and return to PNZ, prior to the date determined by PNZ, a PNZ Para Athlete Agreement.
- 10.2 **Announcement of Selection:** After notification in accordance with clause 10.1 (Notification of Selection), a Team/ Event will be publicly announced by the Chief Executive Officer, and at the same time the relevant Sports Organisations will be notified in writing of the Selected Para athletes to the Team/ Event.

## 11. Appeal Procedure

---

- 11.1 **Selection Appeals:** A Para athlete may appeal against their non-selection to a Team/ Event in accordance with the procedures set out in this Regulation.
- 11.2 **Selection Appeals:** A Selection Appeal may be made on any one or more of the following grounds, that:
- a. there were no applicable Selection Criteria to follow;
  - b. the Selection Criteria was not properly followed and/or implemented;
  - c. there was a breach of natural justice; and/or
  - d. there was no material on which the selection decision could reasonably be based.
- 11.3 **Procedure for Selection Appeals:** The procedure for a Selection Appeal by a Para athlete is as follows:
- a. The Para athlete wishing to appeal must notify the Chief Executive Officer in writing of their wish to appeal ("Notice of Appeal"). This notice may be sent by email or post, and must be received by the Chief Executive Officer within two days from the date the selection or non-selection was notified to the Para athlete, or the Announcement Date (whichever is the earlier).
  - b. The Notice of Appeal must set out the following:
    - i. the decision regarding the Para athlete's non-selection in question;
    - ii. the grounds on which the appeal is made; and
    - iii. the reasons or circumstances supporting the alleged grounds of appeal.

- c. Within two days of receiving the Notice of Appeal, the Chief Executive Officer shall in consultation with the Para athlete arrange a confidential meeting between the parties and their representatives (if any) at which the parties shall endeavour to resolve the appeal by discussion on a without prejudice basis. Such a meeting (which may be held in person or by telephone) shall be held as soon as possible, and within ten days after the date the Notice of Appeal is received by the Chief Executive Officer. The purpose of such a meeting is to allow the Panel to explain the selection decision and to discuss the concerns of the Para athlete. Any person participating in the meeting may, with the agreement of the other parties to the meeting, ask any other person(s) who has been involved or connected with the selection decision to contribute to the meeting. All participants must agree to be bound by the without prejudice and confidential basis of the meeting.
- d. Any meeting conducted in accordance with clause 11.3c shall be held on a confidential and without prejudice basis. The content of any matters discussed during such meeting may not be used by either party in respect of any hearing of any subsequent appeal or legal proceedings.
- e. If the appeal is not resolved at the meeting referred to in clause 11.3c and the Para athlete wishes to proceed, they 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 11.3c and copied to the Chief Executive Officer and the Panel.
- f. The appeal shall be conducted in accordance with the Rules of the Sports Tribunal.
- g. The decision of the Sports Tribunal shall be final and binding on the parties and subject to any rights of review and/or appeal as set out in the Rules of the Sports Tribunal and this Regulation. No party may institute or maintain proceedings in any other Court or Tribunal other than as specified in this Regulation.
- h. If the parties agree, and with leave of the Sports Tribunal, an appeal by a Para athlete against the decision of the Panel regarding their non-selection, may be referred directly to CAS in which case the grounds of appeal shall be as set out in clause and 11.2 (Selection Appeals) and CAS shall be vested with the powers of the Sports Tribunal.

## **12. Removal / Withdrawal from Selection**

---

- 12.1 Withdrawal by Chief Executive Officer:** A Selected Para athlete may be withdrawn from a Team or an Event by the Chief Executive Officer if they:

- a. breach or fail to comply with this Regulation or any term of the Para Athlete Agreement;
- b. breach or fail to comply with:
  - i. the PNZ Constitution;
  - ii. the regulations and policies of PNZ (including committing any violation of the Sports Anti-Doping Rules);
  - iii. the rules of any event, competition or activity in which the Para athlete has been selected to participate;
  - iv. any reasonable instruction or request by the Chief Executive Officer, or the applicable coach(es);
- c. brings themselves, another Para athlete, the Team, an official, or PNZ into disrepute;
- d. has a significant illness or injury which in the opinion of the Panel will prevent the Selected Para athlete from continuing to meet the Selection Criteria on which they are selected; and/or
- e. fails to consistently maintain the level of performance and/or results or to maintain the Selection Criteria.

12.2 **Notification of Withdrawal:** Before withdrawing a Selected Para athlete under clause 12.1, the Chief Executive Officer shall notify the Selected Para athlete of the alleged breach or grounds on which it is proposed to withdraw the Selected Para athlete. The Selected Para athlete will be given a reasonable opportunity to provide reasons as to why they should not be withdrawn, and if the Chief Executive Officer considers it appropriate, they may grant the Selected Para athlete time to show improvement (in accordance with any conditions the Chief Executive Officer considers appropriate).

12.3 **Voluntary Withdrawal:** A Selected Para athlete may withdraw from the Team or an Event by informing the Chief Executive Officer of this decision in writing, provided such notice is given no later than twenty working days prior to the relevant Major International Event.

12.4 **Reserves:** If a Selected Para athlete is withdrawn from selection, the Panel (or in cases of urgency, the applicable coach(es) and the Chief Executive Officer or their nominee) may select a reserve who, in the opinion of the Panel, meets the Selection Criteria, subject to clause 11 (Appeal Procedure).

### 13. Inconsistencies

---

- 13.1 **IPC Inconsistency:** In the event there is any inconsistency between the requirements of the IPC and this Regulation, this Regulation shall prevail.
- 13.2 **Specific Criteria Inconsistency:** In the event there is any inconsistency between the Specific Criteria and this Regulation, this Regulation shall prevail.
- 13.3 **Selection Criteria Inconsistency:** If the Selection Criteria set out in this Regulation imposes a higher qualification standard or a lesser number of participants than stated by the IPC this shall not be regarded as an inconsistency.

### 14. Amendments to this Regulation

---

- 14.1 **Amendments:** This Regulation, including the Schedules, may be amended or supplemented from time to time by the PNZ Board.
- 14.2 **Notice of Amendments:** The PNZ 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.
- 14.3 **Deemed Amendment:** This Regulation includes any amendments to the IPC rules, regulations, policies and codes.



# SCHEDULE 1



## PARA ATHLETE APPLICATION FORM FOR SELECTION TO THE NEW ZEALAND TEAM TO ATTEND [insert Major International Event] –

*(This form will be digital ([LINK to form](#)) – below is the content contained within the digital form)*

To be considered for selection to the New Zealand Team (“Team”) to compete at the [Insert Major International Event] (“Event”) this form must be completed by [DATE].

Please note - This application form is for Para athletes over the age of 18 at the time of signing. If you are currently under 18 please ensure you download, print and complete a hard copy application form available on the PNZ website.

If you need any assistance please contact Kristin Farrell - Senior Manager of Sport and Pathways - kfarrell@paralympics.org.nz or +64 21 145 9650.

**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 selection to the Team to compete at the Event in the Para sport of:

\_\_\_\_\_ ("Para Sport")

in the following event(s) (e.g. P2 10m Air Pistol):

\_\_\_\_\_

I confirm that I have the following classification status (*please √ the appropriate box*):

- ☐ Provisional
- ☐ National
- ☐ International (Review at the Next Available Opportunity)
- ☐ International (Review with a Fixed Date)
- ☐ International (Confirmed)

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

- I have been provided with access to a copy of the Paralympics New Zealand Inc. ("PNZ") General Selection Regulation for PNZ Managed Para Sports ("PNZ Selection Regulation") via the [PNZ website](#), and I agree to be bound by its terms.

- 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-selection must be exercised in accordance with the procedures set out in the PNZ Selection Regulation.
- I am a member of my National Sports Organisation (NSO).
- I am a New Zealand citizen and hold a New Zealand passport.
- I have met all the eligibility requirements of the International Paralympic Committee (“IPC”) (as specified on the [IPC website](#)), including the Para sport-specific classification and designated classification, and any other applicable International Federation (“IF”) requirements for participation in the Event.
- I have signed and agree to comply with the IPC Eligibility Code.
- I have not breached any rules and regulations of my National 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 (other than the known impairments for which the Para athlete has been classified pursuant to the IPC’s classification system) that might prevent me from competing in the Event to the highest possible standard.
- I have not acted in any manner to bring myself, my Para Sport, my Sports Organisation or PNZ into public disrepute.
- I have not committed (and am not under investigation for) any anti-doping offence as defined in the anti-doping policies of my NSO, PNZ, the IF, the IPC or Sport Integrity Commission.
- I have registered my name and contact address details with Sport Integrity Commission for the purpose of out of competition drug testing.
- I have agreed to be available for drug testing by Sport Integrity Commission and/or any other recognised drug testing authority, and have, and will, comply with the Sports Anti-Doping Rules issued by Sport Integrity Commission 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 have access to obtain the Sports Anti-Doping Code and copies of the anti-doping rules, regulations and policies of my NSO, PNZ, Sport Integrity Commission, the IF and the IPC and I agree to be bound by them.
- I will maintain the designated level of fitness and standard of competitiveness as set out in the PNZ Selection Regulation.
- I have / have not (*strike out as appropriate*) been convicted of a criminal offence punishable by a term of imprisonment. In the case you **HAVE** been convicted of a criminal offence punishable by a term of imprisonment, please outline the nature and date of the offence(s).

- 
- 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 may be to my detriment as any announcement regarding the selection of the Team will be notified to these details.
  - I agree to the collection of personal information about me, including size of clothing, biographical details, photos and associated imagery, the results of any health/medical examinations undertaken to measure my fitness, and the usage and storage of such information, for the purposes of consideration of selection by PNZ.
  - I have been invited to take independent advice on the terms of this Para Athlete Application and its implications, and I have been given reasonable opportunity to so.

**I acknowledge and agree with all of the above conditions outlined in this PNZ - Para Athlete Application Form.**

**Signed:**

---

NAME

---

SIGNATURE

---

DATE

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

---

NAME (Parent/Guardian)

---

SIGNATURE (Parent/Guardian)

---

DATE

## **SCHEDULE 2**



---

**HIGH PERFORMANCE  
PARA ATHLETE AGREEMENT  
2026 - 2028**

---

THIS AGREEMENT is dated the [DATE]

## PARTIES

**BETWEEN:** **PARALYMPICS NEW ZEALAND INCORPORATED** an incorporated society having its registered office at 7B Antares Place, Rosedale, Auckland 0632.

(“PNZ”)

**AND:** **[NAME & PARALYMPIAN #]**

(“You”)

## BACKGROUND

- A. PNZ is affiliated to the International Paralympic Committee (“IPC”) as the National Paralympic Committee in New Zealand, and is recognised by Sport New Zealand (“Sport NZ”) as the National Sports Organisation for Para athletes.
- B. High Performance Sport New Zealand (“HPSNZ”) is a subsidiary of Sport NZ and, together with Sport NZ, is responsible for developing and supporting high performance athletes.
- C. As part of its operations, PNZ has established and operates high performance programmes for elite Para athletes. The objective is to provide support and resources to enable elite Para athletes to become medal winning Paralympians and to win on the world stage.
- D. You have been identified as a Para athlete to be part of the high performance programme (“PNZ Athlete”) and may be eligible for support by way of funding as set out in this Agreement.
- E. To be a member of the high performance programme a written agreement must be agreed to and signed by you with PNZ. This Agreement records that agreement.
- F. As a PNZ Athlete You are a representative of PNZ and Para sport in New Zealand which You have responsibilities to support and protect. You also have obligations to promote Yourself as a Para athlete.
- G. This Agreement sets out various obligations we have to each other and our respective sponsors and other stakeholders.

## DEFINITIONS

**Interpretation:** in this Agreement unless the context indicates otherwise:

- H. **Defined Expressions:** expressions defined in the main body of this Agreement have the defined meaning throughout this Agreement.
- a. **Headings:** section, clause and other headings are for ease of reference only and will not affect the interpretation of this Agreement.
- a. **Parties:**
  - i. references to any **party** include that party’s executors, administrators, successors and permitted assigns; and

- i. references to You, Your and Yourself are references to the Para athlete.
- b. **Persons:** references to a person include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity.
- c. **Precedence of Documents:** in the event of any inconsistency between any of the following, they will have precedence in the descending order of priority set out below:
  - ii. the Schedules attached;
  - i. these terms and conditions of this Agreement.
- d. **Plural and Singular:** references to the singular include the plural and vice versa.
- e. **Clauses:** references to clauses are to clauses in this Agreement.
- f. **Statutory Provisions:** references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any bylaw, regulation, order, statutory instrument, determination or subordinate legislation made under it.
- g. **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done.
- h. **Inclusive Expressions:** the term includes or including (or any similar expression) is deemed to be followed by the words without limitation.
- i. **Documents:** references to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form.

**Definitions:** in this Agreement unless the context indicates otherwise:

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

**Appearances** means any functions, commercial activities, meetings and other occasions at which You may be requested to attend, make presentations, or to speak at (other than those at which You are to receive an award), including, but not limited to, school visits, club talks, speaking engagements, photo and video shoots, prizegiving's, PNZ Partner functions, PNZ functions, and functions hosted by HPSNZ. Appearances does not include appearances in the media, for example TV, radio, print and online, which are specified separately in clause 13.1 and 13.3.

**Classification** means a grouping of Para athletes into Para sport classes according to how much their impairment affects fundamental activities in each sport or discipline. Also referred to as Athlete Classification.

**Classification Research** is the evidence-based research that must comply with internationally recognised ethical standards and research practices and focuses on the relationship between impairment and key performance determinants.

**Classification Rule** refers to the Classification Rules and Regulations adopted by the International

Sport Federations.

**Coach Agreement** means the Agreement between Your PNZ coach and PNZ.

**Competitions** means those competitions and events listed in **Schedule 1** in which You are attending in accordance with this Agreement. For the purpose of this Agreement, a Competition is deemed to start at the opening ceremony or equivalent of an opening ceremony activity or competition (if staged) and ends at the conclusion of the closing ceremony or equivalent.

**Eligible Impairment** means an impairment designated as being a prerequisite for competing in Para sport.

**Events** means any training activity or training camp in which You are required by PNZ to attend in accordance with this Agreement. These events may include any PNZ organised event such as PNZ Talent ID Days.

**General Selection Regulations** outlines the selection criteria for events and competition in which an individual is representing PNZ.

**Health Condition** means a pathology, acute or chronic disease, disorder, injury or trauma.

**HPSNZ** means High Performance Sport New Zealand.

**International Federation** is the governing body for each Para sport.

**IPC** means International Paralympic Committee.

[IPC Anti-Doping Code](#) applies to all events and competitions under the jurisdiction of the IPC.

[IPC Handbook](#) includes details about the duties and responsibilities of IPC members.

**IPP** has the meaning set out in clause 3.5.

**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.

**Local Organising Committee** is the committee set up to organise each event in which Para athletes compete.

**Para athlete Evaluation** is the process by which a Para athlete is assessed in accordance with the Classification Rules of an International Federation in order that a Para athlete may be allocated a Sport Class and Sport Class Status.

**PNZ** unless specified otherwise, includes all PNZ directors, staff, officials, coaches, medical practitioners, sport scientists, therapists engaged by PNZ, any independent contractor from time to time engaged by PNZ and any voluntary worker carrying out duties for PNZ.

**PNZ Intellectual Property** means all names, designations, descriptions, logos, marks, trademarks, designs, patents, copyright, domain names, know-how, trade secrets, confidential information and



all other intellectual property rights of a similar or corresponding nature relating to or produced by or for PNZ, including any of the above that contain Your Imagery.

**PNZ Para athlete** means an individual who is part of the PNZ high performance programme.

**PNZ Partner** means any sponsors, suppliers, members, donors, charitable and grant organisations, government agencies, event organisers and the IPC, which has an agreement with PNZ to provide support.

**PNZ Team Manager** means the team manager selected by PNZ to manage a PNZ New Zealand squad or team that is assembled for the purpose of participating at an Event or Competition listed in **Schedule 1**.

**PNZ Team Member** means a Para athlete, support staff, team official or other personnel that has been asked/invited to be part of a PNZ New Zealand squad or team to participate at an Event or compete at a Competition.

**PNZ Team** means any PNZ team to which you may be selected to compete in a Competition.

**RTP** means Registered Testing Pool. Individuals may be required to be registered on the RTP depending on their world ranking, sport requirements. (Full details on the [Sport Integrity Commission website](#)).

**Sport NZ** means Sport New Zealand.

**Term** means the period of the Agreement as described in clause 2.1.

**World Anti-Doping Code** is the eight international standards set down by the World Anti-Doping Agency (WADA).

**WSPS** means World Shooting Para Sport.

**Your imagery** has the meaning as described in clause 11.1.

**IT IS AGREED** as follows:

## **2. TERM OF AGREEMENT AND SCOPE**

- 2.1 **Term:** Notwithstanding the date this Agreement is signed, it is agreed that it shall commence on [DATE] and will, subject to the rights of early termination in this Agreement, terminate on [DATE] (“**Term**”).
- 2.2 This Agreement does not cover your nomination or selection to a team to represent New Zealand at a Paralympic Games (winter or summer). If you are nominated (and subsequently selected), a separate athlete agreement (to be outlined in the “Selection Regulation” for such Paralympic Games) will need to be entered into by you in order to be considered for nomination and selection.
- 2.3 This Agreement covers your selection to a team to represent New Zealand at an Event or Competition (meaning you will not be required to sign a separate athlete agreement as outlined in any “General Selection Regulation” for PNZ managed sports).

### 3. ELIGIBILITY AND SELECTION

#### 3.1 **Eligibility:** By signing this Agreement, you confirm that you are:

- a. a New Zealand citizen (and will, for the Term of this Agreement, continue to be) as described in the Citizenship Act 1977; and
- b. not currently disqualified or suspended from participating or competing in an Event or Competition under the rules of IPC/PNZ or any other applicable rules.

#### 3.2 **Selection:** You acknowledge that in order to be selected to participate or compete in an Event or Competition during the Term, you will need to satisfy clause 2.1 (Eligibility) and be selected by PNZ in accordance with all relevant selection criteria, including any applicable PNZ Selection Policy. You acknowledge that PNZ may, in its absolute discretion, determine the selection criteria for any Event or Competition during the Term and that Your entry into this Agreement does not create an obligation on PNZ to select You to participate or compete in an Event or Competition.

### 4. PARALYMPICS NEW ZEALAND OBLIGATIONS

Subject to this Agreement and sufficient funding, PNZ's obligations during the Term are:

#### 4.1 **High Performance Programme:** to implement a high performance programme for identified Para athletes.

#### 4.2 **Selection:** to select Para athletes, squads and teams to represent New Zealand to attend or compete in Events or Competitions in accordance with the relevant selection criteria, including any applicable PNZ Selection Policy. For avoidance of doubt, once this Agreement is signed it applies to You for the Term whether or not You are selected to a squad or team to attend or compete in a particular Event or Competition, unless this Agreement is terminated.

#### 4.3 **Commitments:** to advise You of the Event, Competition and Appearances that You are required to undertake or compete in during the Term including those Competitions specified in **Schedule 1** and Appearances in accordance with clause 7.27. The Competitions listed in **Schedule 1** will only apply if You are selected to participate in them in accordance with the relevant criteria, including any applicable PNZ Selection Policy. PNZ may amend or add to the Competitions listed in **Schedule 1** from time to time during the Term at its absolute discretion.

#### 4.4 **Coaching:** where PNZ considers it appropriate to do so, to provide You with access to coaching through a designated coach (or coaches which may include a head coach) who will be responsible for coaching and preparing You when You are a member of any PNZ squads, teams, or preparing for any Event or Competition for which PNZ has agreed to provide You with funding for coaching support (as specified in **Schedule 2**).

#### 4.5 **Develop Individual Performance Plan:** to work with You to develop an annual Individual Performance Plan ("IPP") by a date specified by PNZ during the Term, which may include:

- a. Your short and long-term performance goals, including specific performance milestones;
- b. details of Your training;

- c. a strategy of how You are going to achieve Your short and long-term performance goals (in training and competition);
  - d. how and when You will review or measure Your progress or success against those goals;
  - e. the contributing factors that could enhance Your approach to achieve Your goals;
  - f. any agreed delivery strategy between You and PNZ;
  - g. any agreed PNZ staff or contractors who will work with You, or who You are to report to in relation to matters specified in Your IPP;
  - h. Your progress against the matters set out in Your IPP;
  - i. any other information required by HPSNZ to satisfy any Tailored Athlete Performance Support Grants (“TAPS”) requirements (see also clause 5.1 – TAPS); and
  - j. any other information as agreed between You and PNZ.
- 4.6 **Review:** to monitor and review You and Your coach(es)’s progress against Your IPP with You on a regular basis (with the assistance of HPSNZ for sport science specific monitoring or any other performance support providers).
- 4.7 **Funding:** to provide You with funding in accordance with clause 4 and **Schedule 2** (subject to Your performance in relation to the Event, Competitions, Appearances, Your obligations and complying with this Agreement) to contribute to the financial costs associated with Your training and competition costs. PNZ may amend or add to **Schedule 2** from time to time during the Term at its absolute discretion.
- 4.8 **Expenses:** where PNZ considers it appropriate, and subject to any applicable PNZ policies, to meet or reimburse You for expenses reasonably incurred by You in relation to Your participation as a PNZ Athlete or as a representative of PNZ. In order to receive reimbursement of expenses You must obtain prior written approval to incur the expenses, provide PNZ with satisfactory proof of the expense, and complete the PNZ prescribed expense claim form.
- 4.9 **Assistance with Funding Applications:** if requested by You, to provide administrative support to assist You with any applications You are making for government grants (such as TAPS) or scholarships to support the costs associated with Your training and competition requirements.
- 4.10 **Uniform/Clothing:** where PNZ considers it appropriate, to supply You with a PNZ Uniform for Your use when participating in any activities as a member of any PNZ Team, or when representing PNZ at Events, Competitions and Appearances (see definition of PNZ Uniform for details). The specific terms relating to the supply and use of any such PNZ Uniform and/or clothing are set out in clause 9 of this Agreement.
- 4.11 **Equipment:** where PNZ considers it appropriate, to provide You with equipment for Your use when participating in any activities as a member of any PNZ Team, or when representing PNZ at Event, Competitions and Appearances. The specific terms relating to the provision and use of any such equipment are set out in clause 10 of this Agreement.
- 4.12 **Travel:** where PNZ has agreed in writing to do so, to determine, arrange, and pay for Your reasonable costs associated with Your travel to and from the place You are residing prior to any

Event, Competition or Appearance, to the location for any of the Event, Competitions or Appearance You are required to attend (including meeting the cost of all departure taxes and travel insurance as it relates specifically to Your participation as a member of a PNZ team) in accordance with any applicable PNZ policies, as amended from time to time by PNZ (including the PNZ Travel Policy set out in **Schedule 3**), or as otherwise agreed in writing with PNZ.

- 4.13 **Accommodation:** to determine, arrange and pay for Your reasonable accommodation costs associated with Your accommodation during the periods You are participating in any Event, Competition or Appearance You are required to attend, and doing so in accordance with **Schedule 2**, any applicable PNZ policies, or as otherwise agreed in writing with You.
- 4.14 **Food:** to provide You with food, or an allowance towards Your food costs during any periods in which You are travelling as a member of any PNZ team and for any Event, Competition or Appearance in accordance with **Schedule 3**, any applicable PNZ policies, or as otherwise agreed in writing with You.
- 4.15 **Administration:** where reasonable, to provide administrative support in relation to Your involvement as a PNZ Athlete, such as making arrangements for Your travel and/or accommodation, obtaining access to training and competition venues etc.
- 4.16 **Communication:** to respond promptly to any questions You may have regarding Your involvement as a PNZ Athlete or any PNZ squads or teams.
- 4.17 **Information:** to provide You with access to the [PNZ Constitution](#), Regulations, calendar of Event or Competitions, staff contact details, and any other information relating to this Agreement which PNZ considers You may require.
- 4.18 **Sponsorship and Marketing:** where PNZ considers it appropriate, to seek sponsorship for PNZ and / or any PNZ Team and determine, and undertake as it sees fit, promotion and marketing of PNZ, any teams, or Your sport, and enlist Your involvement in accordance with clause 12.
- 4.19 **Provide Advice:** to provide You with advice and assistance for public relations and media and sponsorship matters which may arise during the Term of this Agreement to the extent PNZ considers it necessary and appropriate to do so.

## 5. FUNDING

- 5.1 **Campaign Funding:** PNZ may provide You with Campaign Funding as described in **Schedule 2**. This funding is a contribution towards Your campaign for the Term as outlined in Your IPP. Campaign Funding is subject to PNZ having sufficient funds to contribute to the financial costs associated with Your training and competition costs. If PNZ does not have sufficient funds to provide Campaign Funding, You agree to still train and compete at the required Competitions.
- 5.2 **Non-Payment and Refunding of Funding:** If You breach this Agreement, including failure to fulfil Your IPP or failure to attend any of the Event, Competitions or Appearances without reasonable justification, or if this Agreement is terminated for any reason, the total funding including TAPS, or any one or more of the instalments paid to You, may be withheld or not paid to You by PNZ and/or HPSNZ (as applicable), and/or You may be required to refund any payments made to You.

## 6. TAILORED ATHLETE PATHWAY SUPPORT (TAPS)

- 6.1 **Tailored Athlete Pathway Support:** If HPSNZ determines that You meet the criteria for TAPS, and if You are designated as a TAPS athlete, You will be entitled to receive access to services and benefits through HPSNZ in accordance with the terms of TAPS. PNZ shall notify You if You have been successful in being awarded TAPS and will work with You to determine what services You can access as a result of Your TAPS athlete status and these shall be described in **Schedule 2** and as amended from time to time by HPSNZ.

## 7. YOUR OBLIGATIONS

During the Term of the Agreement, You undertake and agree:

- 7.1 **Good Faith:** that You are considered a representative of PNZ, PNZ Partners and Para sport in New Zealand and agree that it is fundamental that at all times You must act with utmost good faith towards PNZ and its PNZ Partners. You must perform Your obligations under this Agreement in a professional and appropriate manner which reflects Your status as High Performance Para athlete.
- 7.2 **Develop IPP:** to agree with PNZ to develop Your IPP in accordance with clause 3.5 (Develop Individual Performance Plan) above, and provide PNZ with a finalised version of Your IPP in the manner and format requested by PNZ (as described in clause 8 – Privacy and Personal Information). You also agree that Your IPP will be a document which will be utilised as Your pathway to success, rather than just a compliance document. You may make amendments to Your IPP with PNZ's prior consent.
- 7.3 **Train and Adhere to IPP:** to undertake a continuous programme of individual training in accordance with Your IPP (and if necessary work with PNZ to make any agreed amendments to Your IPP) unless prevented by reason of injury or illness in terms of clause 7 (Illness/Injury).
- 7.4 **Performance Reviews:** to participate in the reviews undertaken by PNZ in relation to Your IPP to assess Your performance and progress against Your IPP and to follow the reasonable instructions of PNZ if Your performance is unsatisfactory.
- 7.5 **Best Possible Condition:** to maintain the best possible physical and mental condition to enable You to train and compete to the best of Your ability.
- 7.6 **Assessments:** on reasonable notice, to make Yourself available for, and undertake, such sports science and/or medical assessments (including, but not limited to, nutritional and fitness assessments) as Your coach or Shooting Par sport Programme Lead reasonably considers appropriate in order to assess Your ability and progress against Your IPP, and use Your best efforts to follow any advice given by any specialists who have undertaken such assessments (unless otherwise agreed with PNZ).
- 7.7 **Coaches:** if You have a personal coach(es) not appointed, or supported, by PNZ, You must notify the PNZ Senior Manager, Sport and Pathways in writing of the following;
- upon signing this Agreement, the name(s) and contact details of Your personal coach(es) and the disciplines for which they are coaching You; and
  - within 2 weeks of any changes to the information provided above, details of any changes to Your personal coach(es)'s details.

In addition, whether You have a personal coach or PNZ coach, You must:

- c. comply with the reasonable direction of Your coach; and
- d. notify the PNZ Senior Manager, Sport and Pathways in writing if there is any change in circumstances, which could affect the relationship between You and Your coach. Such disclosure must be made immediately upon You becoming aware of the changed circumstance(s). PNZ will use its best efforts to assist You and Your coach to adjust to the changed circumstance(s) so that the requirements under this Agreement are still satisfied. PNZ may terminate this Agreement if any requirements under this Agreement are not satisfied as a result of such change in circumstance(s).

In the event You decide You do not wish Your coach to continue to coach You for any reason, or Your coach decides that s/he does not wish to continue coaching You for any reason, then You will notify the PNZ Senior Manager, Sport and Pathways of such fact on a strictly confidential basis as soon as possible. PNZ will use its best efforts to assist You and Your coach to reconsider this decision (including if it considers it appropriate to arrange and support the costs of mediation) and if after a reasonable period of time to allow for such reconsideration, the decision is confirmed by You or Your coach, PNZ may terminate this Agreement and/or the agreement it has with Your PNZ coach in accordance with the Coach Agreement.

- 7.8 **Attendance:** to attend all Appearances and Events (as required from time to time by agreement with You), and, if selected (in accordance with any relevant criteria, including, but not limited to, the applicable PNZ Selection Policy) to attend all Competitions (as amended from time to time by agreement with You), unless Your attendance has been excused by PNZ in writing in advance or You have reasonable justification for doing so (which will generally be limited to exceptional circumstances such as a family bereavement, injury or illness or other urgent matter)..
- 7.9 **Travel:** to travel to and from the place You are residing to participate in Events, Competitions and Appearances on the dates and in the manner determined by PNZ (and in accordance with **Schedule 3**) unless otherwise agreed with the Senior Manager, Sport and Pathways.
- 7.10 **Accommodation:** if directed to do so by PNZ, to stay in the accommodation determined and arranged by PNZ while away from Your normal place of residence as a member of any PNZ team or when attending any Event, Competition or Appearance.
- 7.11 **PNZ Uniform/Clothing:** to wear any PNZ Uniform and/or other clothing issued by PNZ in the manner prescribed by PNZ and in accordance with the conditions set out in clause 9.
- 7.12 **Perform:** if selected for any Competition listed in **Schedule 1**, to perform and compete to the highest level You can, as You have shown in the period leading up to Your selection.
- 7.13 **Disclose Change in Circumstance:** to disclose to PNZ any change in circumstances, which could or will affect Your declarations in clause 2.1) or which could or will affect Your ability to meet Your obligations under this Agreement. Such disclosure must be made immediately upon You becoming aware of the changed circumstance(s). PNZ may terminate this Agreement if any requirements under this Agreement are not satisfied as a result of such change in circumstance(s).
- 7.14 **Support:** to be supportive of PNZ, and other team members.

- 7.15 **Celebrate Success:** if You, or a PNZ team in which You are a member of, achieves a podium placing at any Competition You compete in, You agree:
- a. to be available for media and other promotional commitments and You will be given reasonable prior notice by PNZ if this is required;
  - b. to sign memorabilia for promotional use by PNZ as reasonably requested by PNZ.
- 7.16 **Comply with Rules:** to know and comply with the following at all times:
- a. the PNZ Constitution and Regulations, as amended from time to time at PNZ's discretion;
  - b. the international rules and regulations of the IPC and/or Your sport as amended from time to time;
  - c. the rules of any organisation of which You are a member, as amended from time to time; and
  - d. any policies as per **Schedule 3** (as amended from time to time) including procedures, tour protocols, decisions or reasonable directions of PNZ (including the PNZ Chief Executive Officer, and other PNZ staff).
- 7.17 **Anti-Doping:** to know and comply with the PNZ Anti-Doping Regulation, (which incorporates the Sports Anti-Doping Rules issued by Sport Integrity Commission as amended from time to time), the [IPC Anti-Doping Code](#), and all other applicable anti-doping rules or regulations including the anti-doping rules of Your sport, the anti-doping rules for any Competition and the World Anti-Doping Code.
- 7.18 **Whereabouts:** if You are listed on the Sport Integrity Commission Registered Testing Pool, to supply and maintain Your whereabouts information to the Sport Integrity Commission (or other appropriate organisations) as required under the PNZ Anti-Doping Regulation, (which incorporates the Sports Anti-Doping Rules issued by the Sport Integrity Commission as amended from time to time), the IPC Anti-Doping Code, and the [World Anti-Doping Code](#). You acknowledge it is Your responsibility and not PNZ's, to maintain and disclose Your whereabouts information in accordance with the applicable requirements.
- 7.19 **Drug Testing and Investigations:** to permit the Sport Integrity Commission and any other national anti-doping organisation to undertake tests, carry out other investigations and take any other steps as permitted in the PNZ Anti-Doping Regulation (including the Sports Anti-Doping Rules), the IPC Anti-Doping Regulations, and the World Anti-Doping Code). You must fully co-operate with PNZ, the Sport Integrity Commission 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 or have associated. This may include attending interviews to answer questions, giving information and producing documents. You agree to PNZ 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.
- 7.20 **Match Fixing/Corruption:** to comply with all rules, policies and procedures that PNZ, IPC, the Sport Integrity Commission, Shooting Para sport Your sport and any other applicable organisations, related to match fixing and/or other forms of corruption and misconduct during

the Term of this Agreement and in Your sport. You must disclose to PNZ at the first available opportunity any activity You become aware of which You suspect may be in breach of such rules.

#### 7.21 **Classification Responsibilities**

The roles and responsibilities of Para athletes includes:

- a. be knowledgeable of, and comply with, all applicable policies, rules and processes established by the Sport Classification Rules;
- b. ensure, when appropriate, that adequate information related to Health Conditions and Eligible Impairments is provided and/or made available to the NSO;
- c. cooperate with any investigations concerning violations of these Classification Rules; and
- d. participate in Para athlete Evaluation in good faith giving a true presentation of impairment and abilities; and
- e. actively participate in the process of education and awareness, and Classification research through exchanging personal experiences and expertise.

7.22 **IPC Handbook:** to know and comply, where applicable, with the IPC Handbook including respecting the spirit of fair play and non-violence and behave accordingly.

7.23 **Conduct:** to conduct Yourself in a proper manner to the absolute satisfaction of the PNZ Senior Manager, Sport and Pathways and PNZ so as not to bring Yourself, PNZ, the IPC or Your sport into disrepute. In this regard, PNZ's Code of Conduct is available in Schedule 3.

7.24 **Be a Good Role Model:** as an elite athlete with a public profile in New Zealand and overseas, to be a good role model for Your sport and for sport generally at all times. In particular, You must not engage in any illegal activity or engage in misconduct of any kind.

7.25 **Co-operate:** to co-operate, to the greatest extent possible, with all other athletes, officials, and persons/organisations affiliated with PNZ.

7.26 **Gambling Restrictions:** to comply with all rules, policies and procedures of PNZ, IPC, Your sport and any other applicable organisations related to betting in Your sport. In particular You shall not bet, accept, give, or in any way be involved in any inducement or bribe in relation to Your own sporting performance or the performance of any teams to which You are a member or to be involved directly or indirectly in the organisation of bets on Your sport generally.

7.27 **Appearances:** You are required to attend up to a total of 5 Appearances per annum for PNZ and PNZ Partners during the Term to promote Your sport and PNZ provided that:

- a. PNZ has given You reasonable notice that Your attendance is required. Reasonable notice shall ordinarily be 14 days written notice, unless an urgent situation arises in which case You are required to use Your best efforts to attend;
- b. such Appearances do not unreasonably interfere with Events, Competitions, or Your training and competition programme, or any other prior commitments You have which You have notified to PNZ;



- c. the duration of each individual Appearance shall be no longer than 5 hours, unless otherwise agreed with You;
  - d. You shall not be required to attend any function where the intention is to promote any product or service that is in conflict with any personal sponsors You have, provided You have complied with clauses 12 and 13;
  - e. PNZ will provide You with a brief in advance and if appropriate, suggested talking points. In some cases, where deemed appropriate, You will be accompanied by a PNZ staff member; and,
  - f. PNZ will cover the cost of any reasonable travel and accommodation incurred by You in attending any Appearances.
- 7.28 **Management:** to comply with all reasonable directions of the PNZ Chief Executive, PNZ Senior Manager, Sport and Pathways (where applicable) during the Term.
- 7.29 **Communication:** to ensure You communicate to the PNZ Senior Manager, Sport and Pathways or any other PNZ staff member nominated by PNZ, any information requested by PNZ regarding Your involvement as a PNZ Athlete and any other matters relevant to PNZ. This includes completing all forms and responding promptly to all reasonable requests for information or feedback from PNZ, and meeting with PNZ staff and contractors as requested from time to time to discuss Your progress, provided You are given reasonable notice and provided such meetings do not unreasonably interfere with Your training/competition programme.
- 7.30 **Contact Details:** to have, and inform PNZ of, an email address which will be checked by You at least 2 times each week.
- 7.31 **Keep Records Updated:** to keep PNZ informed if You change Your residential or postal address, or other contact details, within 7 days of such a change.
- 7.32 **Retirement:** to advise the PNZ Senior Manager, Sport and Pathways in writing a reasonable time before publicly announcing Your retirement from Your sport.
- 7.33 **Media:** to only make public comment or communicate with the media (including web media e.g. Facebook, Instagram etc.) in relation to Your personal performance in training or competition if You wish to do so provided that You do not make or endorse any public statement that has or may have a negative effect on the interests of other PNZ athletes, PNZ, PNZ Partners, or other PNZ staff, or Your sport generally. The provisions applicable to any public comment or communication by You with the media are:
- a. All communication must adhere to the PNZ Media and Social Media Policy, (**Schedule 3**), and any media, PR and external communication policies or guidelines issued by PNZ or any PNZ Partner, of which PNZ will keep You updated;
  - b. You can use the PNZ logos and PNZ approved images and film on social media channels as long as such use does not show, or imply, (in PNZ's reasonable opinion) an association between PNZ and Your personal sponsors or partners, per clause 12.1;
  - c. If You are appearing in media at the request of PNZ as part of clause 1.1 and 1.3, then You must wear PNZ Uniform outlined in clause 9.2 and as required by PNZ. You cannot wear

any PNZ Uniform in media activities organised by Your personal sponsors or partners as outlined in clause 12.1

- d. If You have personally arranged coverage with a media outlet, please notify PNZ in advance where possible so we can assist;
- e. If You wish to call or organise a press conference or issue a press release in Your capacity as a PNZ Athlete, You must provide at least three days' notice to PNZ of Your intention to do so and must advise PNZ of the nature of that press conference or release;
- f. From time to time, PNZ may ask You to issue news or other information via Your social media channels or media contacts that will directly benefit PNZ, PNZ Partners, Yourself and fellow athletes. PNZ will endeavour to ensure such requests are relevant in the communities You are connected to and You will be able participate at Your own discretion.

**7.34 Participation in Other Sports:** if You wish to participate or compete at a national or international level in any sport other than Your sport, to notify PNZ of this in advance. You agree to meet with PNZ representatives to discuss whether it is agreeable to You doing so, after an assessment of how such participation/competition may affect Your participation as a PNZ Athlete, and if PNZ agrees to make any necessary changes to Your training and IPP.

**7.35 Confidentiality:** to keep all information acquired through your relationship with PNZ, including but not limited to PNZ training programmes, programme initiatives, marketing and commercial information and assessment procedures, confidential and not disclose information about these matters to any third parties unless agreed in writing in advance with the PNZ Senior Manager, Sport and Pathways.

## **8. ILLNESS / INJURY**

**8.1 Your Obligations:** As soon as practicable after You become ill or injured, or otherwise rendered unable to fully participate in Your sport in a manner which may adversely impact on Your performance of Your obligations in this Agreement, You must:

- a. take all reasonable steps to minimise any further illness, injury, or other factors rendering You unable to fully participate in Your sport;
- b. notify the PNZ Senior Manager, Sport and Pathways of the fact of the illness, injury, or other facts rendering You unable to fully participate in Your sport as soon as practicable, and provide such details about the nature and prognosis as the PNZ Senior Manager, Sport and Pathways reasonably requests;
- c. if requested by the PNZ Senior Manager, Sport and Pathways attend a medical practitioner and/or other health professional determined by PNZ for an examination (and if necessary any relevant tests), and provide to PNZ that practitioner/health professional's opinion on the nature and extent of the injury and the prognosis in writing. The PNZ Senior Manager, Sport and Pathways may request more than one such examination / opinion;
- d. follow, to the best of Your ability, the recommended advice and rehabilitation suggested by the medical practitioner/health professional(s);
- e. report to Your coach on a regular basis, as determined by the PNZ Senior Manager, Sport and Pathways on the status of the illness / injury;

- f. attend such medical personnel as is approved by the PNZ Senior Manager, Sport and Pathways, unless it is an emergency; and,
  - g. take all reasonable steps to comply with any request for regular self-reporting of health and wellness information by the PNZ Senior Manager, Sport and Pathways, PNZ medical personnel and Your athlete support personnel.
- 8.2 You agree that any information about Your health or medical status that may impact on Your training or sports performance, which is provided to PNZ by You or any person on Your behalf, can be shared with Your athlete support personnel and PNZ medical personnel as determined by the treating health professional and in accordance with clause 9.3.
- 8.3 PNZ is not responsible for any expenses incurred by You arising out of the diagnosis and treatment of any illness or injury except as otherwise provided for in this Agreement. However, PNZ agrees to cover the costs of any examination/opinion requested by it under clause 7.1.
- 8.4 If You are ill or injured and in the opinion of the PNZ Senior Manager, Sport and Pathways You are unlikely or unable to return to full capacity and train and compete as a member of any PNZ Team to which You have been selected, this Agreement may be terminated by PNZ. Before doing so the PNZ Senior Manager, Sport and Pathways may request that You supply an up-to-date medical opinion of Your illness/injury.

## 9. **PRIVACY AND PERSONAL INFORMATION**

- 9.1 **Personal Information:** You acknowledge that PNZ will need to collect personal information from You and about You, including (but not limited to) contact details, performance results, the names of any personal sponsors and health related information. You acknowledge that You have the rights of access to, and correction of, this information.
- 9.2 **Consent:** During the Term and for as long as reasonably necessary thereafter, You consent to PNZ collecting and storing Your personal information for the purposes set out in this Agreement which include:
- a. enabling PNZ to meet its obligations under this Agreement;
  - b. determining whether You are meeting, or able to meet, and ensuring PNZ is supporting You to meet, Your obligations under this Agreement;
  - c. enabling PNZ to contact You;
  - d. facilitating sponsorship and promotion of You, any teams to which You have been selected, or of PNZ or PNZ Partners, or Your sport generally;
  - e. avoiding sponsorship conflicts.

You also consent to PNZ passing on such information to HPSNZ, International Shooting Sport Federation, PNZ Members, Local Organising Committees, the IPC, PNZ's sponsors, and other bodies to which PNZ is associated for the purposes set out above where PNZ considers it is reasonable and necessary to do so.

Some of these bodies may be based in other countries, including areas with less stringent laws regarding data protection than New Zealand. This is acknowledged by You and You consent to

PNZ passing on such information to these organisations where PNZ considers it is reasonable and necessary to do so.

- 9.3 **Health Information:** Any personal information in relation to Your health will only be collected, held, and used by PNZ for the purposes of assessing You to meet Your obligations under this Agreement, and also enabling PNZ to support You to meet them. Such information will not be passed on to third parties (other than Your athlete support personnel and PNZ medical personnel) unless PNZ is required by law to do so, or where it is necessary to prevent or lessen a serious threat to Your health or safety, or where Your prior written consent has been obtained.
- 9.4 **HPSNZ Personal Information:** If You are receiving support from High Performance Sport New Zealand, a copy of their Privacy Statement, which will apply to all Your personal information collected by High Performance Sport New Zealand, is included in **Schedule 5**.

## 10. PNZ UNIFORM

- 10.1 **Provision of Uniform:** If PNZ considers it appropriate to do so, and subject to PNZ having adequate funding and/or sponsorship, it will issue You with a PNZ Uniform for Your use during the Term and/or for particular Events, Competitions or Appearances.
- 10.2 **Wear PNZ Uniform:** Subject to clause 16, if PNZ supplies a PNZ Uniform, then on every occasion when You are:
- a. competing in any Competition for which You have been selected by PNZ; or
  - b. participating in an Event; or
  - c. required to participate in any media or sponsorship activity for and on behalf of PNZ and/or its PNZ Partners; or
  - d. attending nominated formal functions, media commitments or other occasions whilst participating in a PNZ training camp, whether in New Zealand or overseas;
  - e. participating in an Appearance;

then You must wear the PNZ Uniform supplied by PNZ designed for the purpose of the activity concerned (i.e. training, competition, leisurewear, formal) as determined by PNZ and in accordance with the applicable PNZ policies in relation to the PNZ Uniform. You may also choose to wear the PNZ Uniform if you are undertaking an activity, such as a community event, which is not in any way associated with any of Your sponsors and is not for any purposes in which you are obtaining a financial or commercial benefit.

- 10.3 **Uniform Requirements:** With the PNZ Uniform, You must **not**:
- a. wear the PNZ Uniform in any situation in which You are at or involved in any kind of appearance or activity for a personal sponsor or partner, unless this partner is also a PNZ Partner and You have prior written permission from PNZ to wear the PNZ Uniform at such event or activity;
  - b. appear or be shown in any PR/media, promotions, advertising, images or film for a personal sponsor or partner wearing the PNZ Uniform, unless this partner is also a PNZ Partner and

You have received written permission from PNZ to wear Your PNZ Uniform at their event or activity;

- c. alter it in any way without written permission (including, but not limited to, removing sleeves, shortening or lengthening skirts, adding logos of personal sponsors). Partner branding must not be in any way obscured on any item of the PNZ Uniform;
- d. exchange any items in the PNZ Uniform (if issued as part of PNZ Uniform) for Your own items when You are required to wear the PNZ 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; and,
- e. wear any item of apparel branded or manufactured by any person or organisation other than the supplier of the PNZ Uniform or a PNZ Partner, when you are required to wear the PNZ Uniform.

10.4 **Compliance with Obligations:** You must comply with all requirements related to the PNZ 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.

10.5 **Exemptions:** 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, and any such exemption(s), including those arising from Your Existing Agreements as specified in clause 11.4, must be set out in **Schedule 4**. Such exemptions may apply for the Term of this Agreement or on a case by case basis for a specific occasion.

10.6 **No Sale/Gifting of PNZ Uniforms/Clothing:** You must not provide, gift, donate, sell, use or exchange, any part of any PNZ Uniform or clothing provided to You under this Agreement (or any previous agreements) unless You have obtained prior written consent to do so from PNZ. Our consent will not be unreasonably withheld if it is for charitable purposes. If You breach this clause, You will be liable for the costs of replacing the relevant item of the PNZ Uniform.

10.7 **Uniforms/Clothing PNZ's Property:** All uniforms and clothing supplied to You by PNZ shall remain the property of PNZ and shall, if requested, be returned to PNZ.

## 11. EQUIPMENT

11.1 **Provision of Equipment:** If PNZ considers it appropriate to do so, and subject to PNZ having adequate funding and/or sponsorship, it may issue You with equipment for Your use during the Term or at specific agreed Event or Competitions. If PNZ is going to provide You with equipment it shall give You at least 2 months written notice, so that, if necessary, You can make any necessary amendments to any contracts You have with other sponsors/suppliers in relation to equipment.

11.2 Any equipment of Your own must not bear any name, trade mark, or slogan other than that of the manufacturer unless otherwise agreed in advance in writing with PNZ. You understand that such equipment will not be insured by PNZ (except that PNZ will obtain reasonable travel insurance to cover damage or loss to equipment belonging to a member of a PNZ team during international travel) and that PNZ accepts no liability for any damage caused to such equipment.

- 11.3 **Use Equipment:** If PNZ supplies You with equipment, You must use such equipment at the times, and in the manner, specified by PNZ, including using equipment when participating in certain Events or Competitions as reasonably required by PNZ.
- 11.4 **Compliance with Obligations:** You must comply with all requirements related to equipment as specified by PNZ. If You are unsure of Your obligations You agree to seek clarification from PNZ prior to using any other equipment at any of Events or Competitions.
- 11.5 **Exemptions:** 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 and any such exemptions, including those arising from Existing Agreements as specified in clause 11.4, must be set out in **Schedule 4**. Such exemptions may apply for the Term of this Agreement or on a case by case basis for a specific occasion.
- 11.6 **No Sale/Gifting of Equipment:** You must not provide, gift, donate, sell, use or exchange any equipment provided to You under this Agreement (or any previous agreements) unless You have obtained prior written consent to do so from PNZ.
- 11.7 **Equipment PNZ's Property:** All equipment supplied to You by PNZ shall remain the property of PNZ and shall be returned to PNZ, unless agreed otherwise with PNZ.

## 12. YOUR IMAGERY

- 12.1 **Your Imagery:** Subject to clause 12.2, You agree to grant PNZ a non-exclusive right to use and sub-license to any PNZ Partner or media rightsholder Your name, photograph, image, voice, likeness, or other representation of You including through any of Your communications ("**Your Imagery**") during the Term, at any time, place, and in any manner whatsoever in order to promote PNZ, PNZ Partners, any PNZ Team, or Your sport, including PNZ Members. In particular, PNZ may use Your Imagery in any advertisement, promotion, marketing activity, document, merchandise, or at, or in connection with, any Event or Competition or Appearance controlled by PNZ provided it produces or obtains such material at its cost. PNZ will make every reasonable effort to provide You with copies of Your Imagery used by PNZ.
- 12.2 **Your Imagery on Termination:** In the event of termination of this Agreement for any reason, or upon the expiry of this Agreement (whichever is the earlier) PNZ will from the date of receipt of the notice of termination (or if there is no such notice then upon the expiry of this Agreement), unless otherwise agreed in writing with You, use all reasonable endeavours to cease use of Your Imagery in any **new** advertisement, promotion, marketing activity document or merchandise.
- 12.3 **Warranty:** Subject to clause 12.4 You confirm and warrant that You have not and will not assign or license any rights to Your Imagery to any person or organisation (such as a sponsor) in a way that would prevent PNZ from publishing or otherwise using such material in the manner described in this Agreement.
- 12.4 **Existing Agreements:** For the purposes of this Agreement an "**Existing Agreement**" means a written agreement entered into by You with any person or organisation (e.g. a personal sponsor) where that agreement:
- was signed by You and the person or organisation on or by [DATE];
  - applies during all or part of the Term of this Agreement;

- c. grants rights to use Your Imagery to that person or organisation or any other party;

**but excludes** any renewal, extension or variation of that agreement.

12.5 To the extent that any obligation on You under this Agreement, conflicts with or is in breach of any right or obligation that You have under an Existing Agreement ("**Conflicting Term**"), PNZ may grant an exemption from some of Your obligations under this Agreement, if the following process is followed:

- a. You had notified PNZ prior to [DATE] of that Existing Agreement including the specific nature of the rights You have previously granted, as well as Your obligations under that Existing Agreement and any potential or actual Conflicting Term;
- b. PNZ is satisfied of the existence of the Existing Agreement which it may ask to be verified (and if the Existing Agreement is shown to PNZ it shall keep it strictly confidential);
- c. PNZ is satisfied that You used best efforts to renegotiate the terms of Your Existing Agreement to remove or vary the Conflicting Term;
- d. PNZ is satisfied that You and PNZ have used best efforts to resolve the Conflicting Term.

12.6 Any exemption granted by PNZ under clause 11.5, and any terms and conditions attached to it, must be recorded in **Schedule 4**.

12.7 Except to the extent specified in **Schedule 4**, if there are any obligations on You under this Agreement, that conflict with or is in breach of any right or obligation under any of Your Existing Agreements, then You agree that this Agreement shall prevail, unless otherwise agreed.

12.8 **Notification of Use:** You agree to notify the PNZ Senior Manager, Sport and Pathways immediately if You become aware of any unauthorised use of Your Imagery which may affect Your obligations to PNZ under this Agreement.

### **13. PARALYMPICS NEW ZEALAND PROMOTIONS, SPONSORSHIP AND INTELLECTUAL PROPERTY**

13.1 **General:** You acknowledge and agree to use Your best efforts to support and protect PNZ and its PNZ Partners against third parties who are not official sponsors of PNZ or a PNZ Team from seeking to be associated with PNZ or any PNZ Team. Athlete personal sponsors or partners cannot be, or attempt to be perceived as being, associated with, PNZ or any PNZ Team in any way. A personal sponsorship or partnership is about You as a person and should not incorporate rights to use any marks and/or designations that are associated with PNZ, any PNZ Team, the IPC and / or Paralympic Games. The only exception is where Your personal sponsor or partner is also a PNZ Partner (or an IPC commercial partner). The rights PNZ Partners have access to, are dictated by their agreement with PNZ. The provisions applicable to You (which you must enforce against Your personal sponsors and partners) are:

- a. No Paralympic, PNZ, or PNZ Partner designation (for example, "Partner or Supplier of Paralympics New Zealand", "Supporter of a member of the NZ Paralympic Team" or "Supporter of the Paralympic Movement in New Zealand") or any logo or official mark (for example, the PNZ name or logos, IPC name or logos, or Paralympic Games name or logos) may be used by You or Your personal sponsor and partners except in accordance with PNZ's instructions or in accordance with clause 12.1 j. Use of the words "Paralympian",

“Paralympic Athlete” and “Para athlete” is permitted by you personally (when describing or promoting yourself), but may not be used by your personal sponsors and partners when associating themselves or their products/services with you);

- b. No names, marks, imagery or other intellectual property of IPC or the organising committee of any Event or Competition, or their partners may be used by You or Your personal sponsors and partners, without their and PNZ approval;
- c. Neither You nor Your personal sponsors and partners may be, or cause You to be, in breach of any rule or requirement of the IPC or the organising committee of any Event or Competition, including in particular any rules and requirements related to advertising, sponsorship and other commercial rights;
- d. You cannot wear the PNZ Uniform in any situation in which You are involved in any appearance, engagement or activity for a personal sponsor or partner, whether in private or in public, unless Your personal sponsor or partner is also a PNZ Partner and then in accordance with their rights as a PNZ Partner;
- e. No Imagery (clause 11.2) can be obtained, sourced, created or used of You whilst in Your PNZ Uniform, or whilst You are at an Event, Competition or an Appearance, other than by PNZ and / or PNZ Partners (including their authorised agents) unless permitted in writing by PNZ;
- f. No personal sponsors or partners can be shown on the PNZ or any PNZ Partners’ websites, social media channels, in any type of digital or printed promotional materials or in any media activity organised by PNZ or PNZ Partners (including, but not limited to, newsletters, annual report, brochures, media events, media releases, media images, media videos, press kits, media interviews, venue signage or promotional items such as perimeter signage or roll-up banners, any advertisements, flyers, letters etc), unless Your personal sponsor or partner is also a PNZ Partner;
- g. No logos or any other marks of Your personal sponsors and partners and their products and services can be placed on any vehicle, equipment or other item provided by PNZ or its PNZ Partners for Your use. You cannot use these items (or allow others to do so) within any media or promotional campaigns featuring You;
- h. No PNZ coaches or support staff can be used by You or your personal sponsors or partners for media or promotional opportunities, unless they have an agreement directly with this person which agreement has been approved in writing by PNZ, or You or Your personal sponsor or partner has a separate agreement with this person that covers appearances and promotions, which agreement has been approved by PNZ in writing;
- i. Your personal sponsors and partners shall not be involved or referred to in any way in any Appearance (clause 6.27) or in any media organised by PNZ (as specified in clause 1);
- j. You can use the PNZ logos, PNZ Partner logos and PNZ approved images and film on Your website or social media channels, as supplied to You by PNZ, as long as they are not used alongside logos, information or content about or from Your personal sponsor or partner, as they must not be associated with it. Use of these items is subject to final PNZ approval; and,



- k. You must not permit Your personal sponsors or partners to position themselves, or create the impression they are doing so, as supporting or being associated with PNZ, or any of its PNZ Partners, or in any way be involved with the staging and delivery of Events, Competitions or Appearances.
- 13.2 **PNZ Partner Promotions:** You agree that You will make Yourself available on reasonable notice for PNZ Partners to obtain Your Imagery. You agree to permit any such PNZ Partners to use Your Imagery (including for print, television, billboards, video, internet and other technologies) and sport results in any promotion by a PNZ Partner in association with PNZ, subject to the following:
- a. The PNZ Partner promotion shall be focussed on the PNZ Partner's association with PNZ and Para sport in New Zealand and PNZ squads, teams, Events or Competitions and not imply any association or sponsorship of You personally.
  - b. If the PNZ Partner promotion is, or will be, made public (for example in an Appearance or in connection with an Event or Competition), there shall always be three or more PNZ Athletes, unless agreed with You or You have Your own agreement with the Partner to do so. However, if the PNZ Partner promotion is held in private (such as a speaking engagement), and it will not be publicized in any medium external to the PNZ Partner, then You may be required to attend the promotion on Your own and with or without a PNZ staff member or representative of a PNZ Partner;
  - c. Your personal sponsors will not be referenced, in any manner including verbally or in associated imagery, in any PNZ Partner promotion;
  - d. The final images and footage with Your Imagery which is created for any promotion by a PNZ Partner, is subject to Your prior approval, which must not be unreasonably withheld. You will respond to any requests from PNZ with feedback or approval within seven days, unless You are travelling abroad, competing, or an extension is granted by the PNZ Senior Manager, Sport and Pathways. In this case, a reply should be provided as soon as possible and not longer than 10 days. PNZ will endeavour to notify You in advance if an approval is pending soon.
- 13.3 **Restrictions on Use of PNZ IP:** You may not, in any way whatsoever, use or assign the right to use, or reproduce in any manner, any PNZ Intellectual Property without the written consent of PNZ. This clause shall continue to apply notwithstanding the termination or expiry of this Agreement.
- 14. YOUR PERSONAL SPONSORSHIPS, PRIZES AND FREQUENT FLYER POINTS**
- 14.1 **Personal Sponsorship:** PNZ recognises that personal sponsors are important to You and the need for You to work with, and protect, them. Unless otherwise agreed in writing with PNZ, You may have, seek, or obtain personal sponsorship provided that any such sponsorship:
- a. does not in any way associate itself with PNZ or any PNZ Team;
  - b. does not impact on Your ability to comply with Your obligations under this Agreement.
- 14.2 **No Conflict:** Where You intend to enter into an agreement with a person or organisation for the grant of rights related to You as an athlete (eg a sponsorship / ambassador agreement) during the Term, You must ensure it does not conflict with Your obligations to PNZ under this Agreement.

- 14.3 **Notification:** Where the person or organisation you intend to enter into an agreement could reasonably be considered to be a competitor of a PNZ Partner, you will notify PNZ and discuss in good faith as to how the relationship can be managed so as to avoid any breach of Your obligations under this Agreement. The requirements of this clause also apply to any renewal, extension or variation of an Existing Agreement.
- 14.4 **Restriction:** You understand and accept that this Agreement restricts Your absolute freedom, and that of Your personal sponsors, to exploit and use Your Imagery to the extent set out in this Agreement; e.g. imagery of You in PNZ Team apparel / uniform. You acknowledge and agree that such restrictions are necessary and reasonable for the purposes of protecting the sources of income necessary to fund the operations of PNZ and fulfil commercial obligations to PNZ Partners, the IPC and / or Event or Competition organisers.
- 14.5 **Prizes:** If You receive any prizes, awards or financial rewards from other parties during the Term as a result of Your participation in any of Events or Competitions, then subject to any applicable rules and regulations relating to such prizes, You shall be entitled to keep such prizes or financial rewards, but You shall be responsible for any associated tax obligations.
- 14.6 **Personal Sponsors Awareness:** You must take all steps reasonably necessary to ensure that your personal sponsors and partners are aware of Your obligations in this Agreement and that they do not act in a way which causes You to breach them.
- 14.7 **Frequent Flyer Points:** You may, at Your expense, join and participate in any frequent flyer programme operated by any airline. However, this does not alter Your obligation to fly on any airline designated by PNZ and/or where PNZ has arranged Your travel. Any points and other benefits accrued in that programme as a result of flights undertaken by You at PNZ's cost may be retained by You for Your own use. However, You are solely responsible for payment of any tax on any such benefits, and the use of any benefits accrued by You (e.g. upgrades) when You are travelling on behalf of PNZ must be agreed with PNZ.
- 15. MEDIA**
- 15.1 **Media Contact:** You acknowledge and agree that PNZ may organise You to appear or provide content for the media (whether for publicity purpose or otherwise) including appearances in public, on radio or television, in news (in written or oral format) that PNZ considers appropriate in relation to Your involvement in any PNZ Team or Event or Competitions, provided that PNZ gives You reasonable notice of such arrangements and that these do not unreasonably interfere with Your training/competition programme. These arrangements are in addition to the Appearances described in clause 6.27.
- 15.2 **No Public Criticism:** You agree not to comment, issue, authorise, offer, or endorse any public criticism or statement having or designed to have a prejudicial effect on PNZ, HPSNZ, PNZ Partners or their interests, or any other athletes, during the Term.
- 15.3 **Availability:** You agree to make Yourself available for any media arranged by PNZ in accordance with this clause 15 for a minimum of 5 hours per annum, and to answer questions, make comments, and/or participate in promotional activities at its reasonable request. You must wear the PNZ Uniform as directed by PNZ for such media activity, unless otherwise agreed. Your obligation to be available for media under this Agreement is limited to official media activities proactively arranged by PNZ and excludes media which third parties may request You to attend or provide (even if those requests are conveyed to You by PNZ).

- 15.4 **Punctuality:** You agree to punctually attend media events arranged by PNZ when reasonably requested to do so by PNZ.
- 15.5 **Interviews:** You will not make any arrangements for exclusive media interviews, act as a journalist, or in any other media capacity or give any interview for payment or other reward, without the prior written consent of PNZ. PNZ's consent will not be unreasonably withheld.
- 15.6 **Costs:** PNZ will cover all reasonable travel and accommodation costs for such media activities carried out at PNZ's request in accordance with PNZ's policies and procedures or as otherwise agreed between the parties.

## **16. RETIREMENT, CONDUCT AND TERMINATION**

- 16.1 **Retirement / Withdrawal:** You may retire from Your sport or withdraw from this Agreement prior to the end of the Term by giving no less than 30 days written notice to the PNZ Senior Manager, Sport and Pathways. If You do so You shall immediately cease to receive all benefits provided under this Agreement and You may (in PNZ and/or HPSNZ's absolute discretion) be required to refund any part or all of the funding provided to You in clause 4, depending on the reason for such retirement or withdrawal.

### **16.2 Conduct:** If You:

- a. are not, in the reasonable opinion of PNZ, meeting the performance goals or other requirements in Your IPP;
- b. breach any term of this Agreement, including any provision contained in a Schedule to this Agreement;
- c. are alleged, charged or convicted of a criminal offence, whether in New Zealand or otherwise;
- d. are suspended from any Event or Competition, competition, or team by any member of PNZ, PNZ, or the IPC;
- e. breach any team protocol or allegedly fail to follow any reasonable direction of Your PNZ coach, the PNZ Senior Manager, Sport and Pathways or the PNZ Shooting Para sport Programme Lead; or
- f. are involved (whether personally or in association with another person or persons), or in any way are connected to any controversy (including for example an allegation of doping) which is in the public arena;

in the absolute discretion of the PNZ's Chief Executive Officer, after consultation with the PNZ Senior Manager, Sport and Pathways, PNZ Shooting Para sport Programme Lead and/or Your coach, the PNZ Chief Executive Officer may do any one or more of the following:

- i. caution or reprimand You;
- ii. remove You from any squad or team to which You have been selected, including sending You back to Your usual residence at Your expense if You are travelling with PNZ at the time;

- iii. suspend or withdraw You from any Event or Competition, whether nationally and/or internationally;
- iv. restrict or withhold any right or benefit that You would otherwise be entitled to under this Agreement, including retaining, and/or requiring You to refund, any part or all of the funding paid to You under this Agreement;
- v. require You to pay reparations for any damage or loss incurred by Your actions;
- vi. require You to undergo counselling or other appropriate treatment;
- vii. impose any fine or other penalty or sanction on You provided this is done in accordance with PNZ's Constitution, and any applicable PNZ Regulations, policies and/or procedures;
- viii. terminate this Agreement by written notice to You; and
- ix. take any such other action, or impose such other conditions, as the PNZ Chief Executive Officer considers fit (including termination of this Agreement);

**provided that** before taking any such action the PNZ Chief Executive Officer (or nominee) shall give You a reasonable opportunity to be heard concerning the alleged breach or matter giving rise to the proposed action. There shall be no right of appeal from the exercise of discretion by the PNZ Chief Executive Officer (or nominee) under this clause.

**16.3 Immediate Termination:** In addition, and without prejudice to any other rights or remedies PNZ may have, PNZ may terminate this Agreement immediately on notice in writing to You:

- a. if PNZ reasonably considers that You have committed a Material Breach of this Agreement; or
- b. if PNZ is unable for financial, operational or other reasons to continue this Agreement.

**16.4 Material Breach:** For the purposes of clause 15.3, a breach of clauses 2.1, 6.13, 6.16, 6.17, 6.18, 6.19, 6.20, 6.22, 6.23, 9.3, 12.1, or 14.2 will be deemed to be a material breach.

**16.5 Consequences of Termination:** On termination of this Agreement for any reason, the termination will be without prejudice to PNZ's and Your rights and remedies in respect of any breach of this Agreement. If You are travelling with PNZ at the time of termination You acknowledge and accept that You may be required to immediately return to Your usual place of residence at Your own cost. You must also return the PNZ Uniform and any other property including documents and confidential information, if requested to do so by PNZ.

**16.6 Ongoing Obligations:** The rights and obligations set out in clauses 8.2, 11.1, 12.3, 15.5, 15.6, 17, 18, 19, 20, and 21 of this Agreement will continue notwithstanding the termination or expiry of this Agreement.

## **17. DISPUTE RESOLUTION**

**17.1 Good Faith Discussions:** If any dispute arises between You and PNZ in relation to the interpretation of this Agreement or any part of it, (but excluding any dispute arising from the exercise of discretion by the PNZ Chief Executive Officer pursuant to clause 15.2, any

termination of this Agreement or any dispute pursuant to clause 16.5 below), You agree to meet with PNZ to try and resolve it in good faith.

- 17.2 **Mediation:** If any dispute as described in clause 17.1 has not been resolved within 14 days after the dispute was notified by You to PNZ, or by PNZ to You, then either party may give the other written notice requiring the parties to try and resolve the dispute at mediation. The parties will agree on a mediator or, if agreement cannot be reached within 7 days after notice of the request to attend mediation has been given, a mediator will be appointed at the request of either party by Arbitrators' and Mediators' Institute of New Zealand Inc (**AMINZ**). Unless the parties agree otherwise, the mediation will take place within 21 days after a mediator has been appointed and the costs of the mediation, excluding the parties' costs, will be shared equally.
- 17.3 **Confidentiality:** PNZ and You each agree that the existence of any dispute between You and the information relating to any dispute will, subject to this Agreement, remain strictly confidential.
- 17.4 **Legal Proceedings:** Neither party may issue any legal proceedings (other than for urgent interlocutory relief) relating to any dispute, unless that party has first taken all reasonable steps to comply with the provisions of clauses 16.1 and 16.2.
- 17.5 **Dispute with PNZ Coach and/or PNZ team member:** In the event of any dispute arising between You and Your PNZ coach and/or PNZ team members You agree to the following process to obtain a resolution to such dispute.
- a. the party initiating the dispute will provide written notice to the other party of the dispute;
  - b. the parties will attempt to negotiate and agree a resolution in good faith within 30 days;
  - c. failing resolution in clause 16.5b, either party may refer the matter to the PNZ Senior Manager, Sport and Pathways or PNZ Chief Executive Officer to determine (who's decision will be final and binding).

## **18. LIMITATION OF LIABILITY**

- 18.1 **Limitation of Liability:** You accept that PNZ will not be liable for any loss, damage, expense or injury of any kind arising directly or indirectly from any act, neglect or fault (whether negligent or otherwise) on the part of PNZ and connected with Your obligations under this Agreement unless it arises as a direct result of a deliberate and wrongful act or omission by PNZ.
- 18.2 For the purpose of clause 17.1 PNZ includes the management team, officials and employees engaged by PNZ, coaches, independent contractor, medical practitioners, sport scientists, and therapists engaged by PNZ, and any voluntary worker carrying out duties for PNZ.

## **19. INDEMNITY**

- 19.1 **Risk:** You acknowledge and agree that there is some risk of injury and damage to You and others associated with Your participation in Your sport. You agree that PNZ will not be liable for any loss, damage, or injury of any kind arising from or in connection with (directly or indirectly) any act, omission, or fault of any person (including PNZ) in respect of:
- a. Your membership of any teams for which You are selected by PNZ;
  - b. Your participation in any Event or Competition under this Agreement;

- c. any disciplinary action taken against You by PNZ; or
- d. any issue arising from Your non-selection or withdrawal from any Event or Competition.

19.2 **Indemnity:** You indemnify and shall keep indemnified PNZ from and against all actions, suits, proceedings, claims, demands, costs and expenses which may be incurred by PNZ or taken or made against PNZ in connection with or arising out of any loss, damage or injury referred to in clause 18.1 (Risk), except to the extent that it is due to gross negligence on the part of PNZ, its agents or employees. This indemnity shall extend to any claim against PNZ by any third party arising out of You entering into, or performing Your obligations under, this Agreement, for example a claim that PNZ may have induced You to breach any agreement You may have with any third party.

## 20. CONFIDENTIALITY

20.1 You agree that You will not at any time, whether during the Term of this Agreement or after the Agreement has terminated, disclose to any person any confidential information You obtain during the Term of this Agreement except:

- a. for the use or disclosure of such information in the course of Your duties;
- b. for the purposes of obtaining legal or financial advice;
- c. if such information is in the public domain, other than due to a breach of this clause by You; or
- d. as otherwise required by law.

20.2 In addition, You must keep the contents of this Agreement confidential during the Term of this Agreement and after its termination, except for the purposes of obtaining legal and financial advice or as otherwise required by law.

20.3 Unless otherwise agreed in writing, all confidential records, documents and other papers together with any copies or extracts thereof, and whether held electronically or otherwise, made or acquired by You during the Term of this Agreement shall be the property of PNZ and must be returned to PNZ on termination or expiry of this Agreement.

20.4 For the purposes of this clause “Confidential information” shall include all information specifically designated as confidential by PNZ and any information which relates to:

- a. the personal details about any person who discloses information to You;
- b. the commercial and financial activities of PNZ;
- c. any PNZ Partners;
- d. any, athletes, coaches, other athlete support personnel, employees and volunteers of PNZ; or
- e. to the trade secrets of PNZ including strategic plans, financial matters etc.

20.5 Subject to clause 14 of this Agreement, You shall not make any comment or statement (whether or not in writing) about PNZ or any of its activities to the media without the prior approval of PNZ.

## 21. STATUS

- 21.1 **Status:** You acknowledge and agree that 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 or following 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 **Tax:** You acknowledge that You are solely responsible for the payment of all taxes, GST, insurances, duties, and levies which may be payable in respect of payments or benefits provided by PNZ under this Agreement. You accept that PNZ will make no deductions on account of tax and any other imposition except where PNZ is required by law to do so, or where it is specified in this Agreement that we will deduct withholding tax. You agree to notify PNZ of any tax details (such as Your IRD number and tax code) as reasonably required by PNZ.
- 21.5 **Goods and Services Tax:** If You are registered for GST, You must provide PNZ with Your GST number.
- 21.6 **Insurances:** Except as agreed in writing with PNZ, You are responsible for arranging and shall be liable for, any medical, race, or other insurances arising under this Agreement.
- 21.7 **Fines:** You are responsible for the payment of any fine for failure by You to comply with any statute or regulation.

## 22. GENERAL

- 22.1 **Entire Agreement:** Subject to clause 1.2, this Agreement sets out the entire agreement and understanding between You and PNZ and supersedes all prior agreements, understandings and representations.
- 22.2 **Variation:** This Agreement may only be varied by agreement in writing between You and PNZ.
- 22.3 **Waiver:** No waiver of any default or potential default on any one occasion will constitute a waiver of any subsequent or other default or potential default, and no single or partial exercise of any such right, power or privilege will preclude the further or full exercise thereof.
- 22.4 **Severability:** Should any part of this Agreement be held invalid, the remainder of this Agreement will continue in force and effect as if the invalid provision had been deleted, provided however that the parties may negotiate a valid and enforceable provision in replacement of the invalid provision.
- 22.5 **Force Majeure:** If either party is unable to perform its obligations under this Agreement by reason of riot, fire, storm, act of God, terrorist attack, operation of law or other cause beyond the reasonable control of either party, that party will be released from its obligations under this Agreement for the period of and to the extent affected by that cause.

- 22.6 **Notices:** All notices and other communications required under this Agreement must be in writing and delivered personally or sent by email to the addresses agreed between and notified to the parties.
- 22.7 **Governing Law:** This Agreement, and any dispute in connection with it, shall be governed by and construed in all respects in accordance with the laws of New Zealand.



## EXECUTION

**Signed for and on behalf of  
PARALYMPICS NEW ZEALAND INCORPORATED by:**

Signed:

.....

Full Name and Title:      Greg Warnecke, Chief Executive Officer and Secretary General

.....

Date:                      [DATE]

.....

**I have read and understand this Agreement and I agree to be bound by it:**

Signed:

.....

Full Name:

.....

Date:

.....

If a Para athlete signing this agreement is under 18 years of age, both the Para athlete and a parent or other legal guardian of the Para athlete must sign this agreement in the space above.

## Schedule 1

### Competitions

Pursuant to clause 3.3 and subject to this Agreement and any applicable criteria, including the applicable PNZ Selection Policy, You agree to participate in the following Competitions during the Term:

**Note: All events will be confirmed by the PNZ Senior Manager, Sport and Pathways and [SPORT] Programme Lead once international and domestic calendars have been confirmed.**

Event	Date(s)

These Schedules may be amended from time to time by agreement in writing between You and PNZ. Where any Competition listed above is subject to selection, your attendance is only required if You are selected.

## Schedule 2

### Campaign Funding and Support

During the Term, and subject to the terms and conditions in this Agreement, PNZ may provide you with funding based on the 2026-2028 **[SPORT]** campaign investment. PNZ will communicate this information once determined in Quarter 1 of each year.

Item (Event, Coaching, Travel)	Date(s)

#### Coaching support

HPSNZ/PNZ may also invest in Your coach to deliver coach services as identified within the PNZ Coach Agreement. This investment may not cover the full fee Your coach charges and therefore some Para athlete contribution may be required.

#### Travel

All travel costs for You or Your support personnel not stipulated in this agreement will be borne by You.

#### Tailored Athlete Pathway Support (TAPS):

During the Term, and subject to the terms and conditions in this Agreement, You will receive the following Athlete Financial Support TAPS funding subject to the [HPSNZ TAPS Programme - Guidelines](#);

Training Grant (TG)	
Total	

During the Term, and subject to the terms and conditions in this Agreement, You will receive tailored Athlete Performance Support (APS) services as part of TAPS. PNZ will confirm Your APS services by **[DATE]** aligned with confirmation from HPSNZ.

#### Exclusions

There a number of support areas which are excluded from HPSNZ funded Athlete Performance Support. These exclusions will be confirmed once the APS services are finalised with HPSNZ.

Para athletes requiring any support with services or requiring pre-approvals for required services should contact the **[SPORT]** sport Programme Lead.

### Schedule 3

#### PNZ Policies

##### PNZ Policies, Procedures and Documents

You acknowledge that you have read and agree to comply with the requirements outlined in the following PNZ Policies, Procedures and Documents [found here](#).

1. Anti-Bullying and Harassment and Discrimination Policy
2. Anti-Doping Regulation
3. Anti-Match Fixing and Sports Betting Policy and Procedures
4. Code of Conduct
5. Complaints Procedure
6. Healthy, Safety and Wellbeing Policy
7. Media and Social Media Policy
8. Privacy Policy
9. Protected Disclosures (Whistleblower) Policy
10. Representative Team Policy
11. Safeguarding Policy
12. Young Person Supervision Guidelines

**SIGNED** by **[Athlete name]:**

Signed:

.....

Full Name:

.....

Date:

.....

## Schedule 4

### Agreed Exemptions

Existing Agreement Exemption (clause 11.5)	Terms and Conditions
[insert nature of conflict and scope of exemption. If “none” put “not applicable”]	None

Uniform Exemption (clause 8.5)	Terms and Conditions
[insert “none” if not applicable]	None

Equipment Exemption (clause 9.5)	Terms and Conditions
[insert “none” if not applicable]	None

Other Exemption	Terms and Conditions
[insert “none” if not applicable]	None

## Schedule 5

### PRIVACY STATEMENT FOR ATHLETES WHO RECEIVE SUPPORT FROM HIGH PERFORMANCE SPORT NEW ZEALAND (HPSNZ)

#### 1 INTRODUCTION

---

- 1.1 NSOs may nominate athletes to receive support from HPSNZ. Where you receive support from HPSNZ through your NSO, HPSNZ will need to collect certain information about you to provide you with support that is tailored to your individual needs.
- 1.2 Your NSO will always be your primary point of contact, however, when you receive support from HPSNZ, your information will be collected and used by both your NSO and HPSNZ (**we/us**).
- 1.3 We know it's important to respect and protect your privacy. We have developed this document to help you understand:
  - a) what we're collecting and why;
  - b) how your information is collected, used, shared and protected by us; and
  - c) how you can exercise your rights when it comes to your information.

#### 2 YOUR RIGHTS

---

- 2.1 We respect your right to own and control your personal information.
- 2.2 If you have any questions about what we're collecting, what we do with it, or who will have access to it, you can ask a member of your support team to clarify that for you.
- 2.3 If you have any concerns about what we're doing, you have the right to raise those concerns with your support team and they will discuss the implications of this with you. Please bear in mind that if we're not able to collect or use your information as described in this Statement then we may not be able to provide you with support from HPSNZ.
- 2.4 You have the right to ask for a copy of the personal information we hold about you and to ask us to correct it if you believe it's wrong.
- 2.5 Please note that if you are under the age of 16, your parent or guardian also has the right to ask for a copy of the personal information we hold about you.

#### 3 WHY WE COLLECT YOUR PERSONAL INFORMATION

---

- 3.1 We collect and use your personal information to help us:
  - a) deliver training and support that helps you develop, progress and achieve your goals;
  - b) track your progress, including recovery and response to training, so that we can modify training based on your needs and help you avoid and/or manage injury and illness;
  - c) understand how you are progressing against your predicted improvement on your campaign plan and within your sport's context;
  - d) inform, assess, and improve our decision making and the services we provide to you and

- other athletes, including your eligibility for TAPS;
- e) tell the high performance sport story to the public to inspire and unite New Zealanders; and
  - f) manage our funding, accountability and governance processes.
- 3.2 Your NSO may also use your information to inform which athletes are brought into its high performance programme, and to make selection decisions in accordance with its selection policy.
- 3.3 HPSNZ may also use your information to comply with its legal and reporting responsibilities as a Government-funded organisation, for example, reporting to the Minister on performance expectations and tracking. HPSNZ will always de-identify this information to the extent possible.
- 3.4 We will limit the amount of information that we collect about you to what is necessary for the reasons above.
- 3.5 We may also use your information to understand trends and patterns amongst athletes within your sport and across the high performance sport system, so we can better understand the needs of athletes and improve our programmes. These insights will not identify you.
- 3.6 We will always ask for your permission before we use your information in a way that identifies you for another reason, unless we are already permitted to do so under the law. For example, we will not use your information for commercial purposes or share it with third parties except as described in this Statement without your consent. In exceptional circumstances the law may permit your information to be used or disclosed without your consent, for example, as mentioned at section 6.3 below, health practitioners may disclose information about you without your consent if they believe it is necessary to prevent or lessen a serious risk to the health, wellbeing or safety of you or others.

#### **4 WHAT WE COLLECT AND HOW**

---

- 4.1 We collect personal information whenever athletes receive support from us. This information may be collected directly from you as the athlete, from a member of your support team (e.g. your coach or APS provider), from the NZOC or Paralympics NZ, from public sources (e.g. Gracenote), and/or from external specialists and consultants (e.g. through a medical referral). A member of your support team may also generate information about you when delivering services (e.g. developing a tailored nutrition plan for you).
- 4.2 The table below provides an overview of the different types of information that we may collect about you. We won't necessarily collect all of this information – what we collect about you will depend on the support that you receive from us.

General	Information relating to your identity (e.g name, date of birth, contact details), images, video footage, bank/IRD details, scholarship programme information, education and qualification history, career aspirations, disciplinary processes (if any)
Planning	Your trajectory on your sport's performance pathway, investment details (e.g TAPS level and payments, external services, use of HPSNZ support services), competition results, transitions, support network details, travel/logistics information
Training Progression & Wellbeing	Performance plans, training programmes, performance metrics, assessments and analysis, impact of HPSNZ support on performance, non-Clinical health and wellbeing information including height, weight, nutrition information, physiology metrics, sleep patterns, return to sport, physical and mental training readiness and availability
Clinical	Information collected by registered healthcare practitioners who are regulated under the Health Practitioners Competence Assurance Act 2003 and providing support to you such as psychologists, doctors and physiotherapists e.g injury and illness, physical and mental health information, including screening results, diagnoses, ACC insurance claims, medication, consultation notes and TUEs

## 5 HOW WE PROTECT YOUR PERSONAL INFORMATION

---

- 5.1 We are committed to keeping your information secure, and we work to enhance protections on an ongoing basis.
- 5.2 HPSNZ manages your information in line with its information technology policies. Please contact HPSNZ's Privacy Officer at [privacy@hpsnz.org.nz](mailto:privacy@hpsnz.org.nz) for more information or if you have any questions.
- 5.3 Please contact your NSO directly for information on how it stores and protects your information.

## 6 WHO CAN ACCESS YOUR PERSONAL INFORMATION

---

- 6.1 In all cases, we work to ensure that your information can only be accessed on a "need to know" basis and only for the reasons set out in section 3 above.



- 6.2 As an athlete receiving support from HPSNZ, your information may need to be accessed by a range of people within HPSNZ and your NSO, and by other organisations as set out below. If we need to share information about you with anyone else, we will ask for your

Members of your support team	Members of your support team can access all your personal information that is relevant to their role EXCEPT Clinical information (access to which is restricted as explained below). Your support team will include HPSNZ and NSO staff and other support people nominated by you.
Other NSO or HPSNZ staff members	Our other staff members can only access your personal information where needed for one of the reasons set out in section 3 (e.g. General/Planning information to manage investment and access to services).
NZOC, Paralympics NZ, International Federations	Your NSO may provide these organisations with information for long list, nomination and selection purposes and to enter you into competitions. HPSNZ may also provide information to the NZOC and Paralympics NZ to ensure continuity of your care at pinnacle events.
Our suppliers	External agencies (e.g. ACC, Sport Integrity Commission), our professional advisors, specialist suppliers (e.g. IT, software development, engineering) and facilities operators may be able to access your personal information for the reasons set out in section 3 when providing services to us or as part of an external referral, but all are subject to strict confidentiality obligations.
Universities	If you are part of the Prime Minister's Scholarship programme, your information may be shared with your university or education provider where needed.
Public	Limited information about you may be shared with the public (e.g. to comply with HPSNZ's public reporting requirements). We will always consider your privacy interests before responding to media or other requests for information.

consent first unless the circumstances are exceptional.

- 6.3 We understand that your Clinical information is highly sensitive. Please note that all registered health practitioners who are regulated under the Health Practitioners Competence Assurance Act 2003 are bound by professional confidentiality obligations and they will always talk to you before sharing your Clinical information with your wider support team. This information will not be shared outside of the health practitioner team without your consent, except where we believe there may be a risk of serious harm to you or others, or where it's necessary to share certain information to enable us to comply with our legal obligations (e.g. to ensure we're taking appropriate measures to safeguard health and safety within our environments). In all cases, health practitioners will need to share their high-level assessment of your readiness and availability to train with your wider support team so they can provide you with tailored support.

## 7 RETAINING RECORDS AND THE OFFICIAL INFORMATION ACT

- 7.1 **Retaining Records:** We will keep records of your information after you have stopped receiving support from us so we can maintain long term statistical records, performance analysis and health consequences and so that HPSNZ can comply with its obligations under the Public Records Act. We will take steps to de-identify the information where possible. Legally, Clinical information about you must be retained for at least 10 years from the day of your last consultation, unless you ask for the information to be transferred to another healthcare provider.
- 7.2 **Official Information Act:** Because HPSNZ is a public sector organisation, it is also subject to the Official Information Act. HPSNZ always considers the privacy interests of athletes before

responding to requests for information and will protect your privacy to the extent allowed under the law.

## **8 CONTACT INFORMATION**

---

- 8.1 Remember, if you wish to exercise your privacy rights or have any privacy concerns at any time, you can reach out to a member of your support team. You can also contact your NSO's Privacy Officer or HPSNZ's Privacy Officer at [privacy@hpsnz.org.nz](mailto:privacy@hpsnz.org.nz). If we can't resolve your concerns, you can also make a complaint to the Office of the Privacy Commissioner (<https://www.privacy.org.nz/>).
- 8.2 We may update this Privacy Statement from time to time and your NSO will ensure you receive a copy of the new version. You can also view the latest version anytime on the HPSNZ website.