



Paralympic Games Nomination & Selection Regulation

Adopted 29 May 2026

PARALYMPIC GAMES NOMINATION AND SELECTION REGULATION

INTRODUCTION

1. Purpose

- 1.1 Paralympics New Zealand (**PNZ**), the National Paralympic Committee (**NPC**) for Aotearoa New Zealand, has the sole and exclusive power to determine its representation at the Paralympic Games.
- 1.2 PNZ wishes to promote awareness and clear understanding of the process for nomination of Para athletes by a National Sports Organisation (**NSO**) and selection by PNZ for any NZ Paralympic Team to compete in the Games.
- 1.3 This Regulation sets out the application, nomination and selection process by which eligible Para athletes may be considered for nomination by an NSO, and selection by PNZ, for any NZ Paralympic Team, and the nomination and appointment of Team Support for any Games.
- 1.4 This Regulation also sets out the procedures that must be followed for any review or appeal against a decision by an NSO regarding a Para athlete's nomination with conditions or non-nomination, or a decision by PNZ regarding a Para athlete's selection with conditions or non-selection to a NZ Paralympic Team.

2. Status

- 2.1 This Regulation was adopted by the PNZ Board on 29 May 2026.
- 2.2 Amendments to this Regulation may be made from time to time. Such amendments must be approved by the PNZ Board and notified to NSOs and International Federation Members and published on PNZ's website at www.paralympics.org.nz.

3. Scope and Application

- 3.1 This Regulation applies to:
- (a) PNZ;
 - (b) IF Members;
 - (c) NSOs;
 - (d) Selection Panel; and
- any other party who agrees to be bound by this Regulation such as Para athletes and Team Support.

4. Framework

4.1 This Regulation is set into 5 parts:

- Part A – Nomination
- Part B – Selection
- Part C – Reviews and Appeals
- Part D – General
- Part E – Selection Panel

5. Definitions

5.1 The following words and phrases, used in this Regulation, shall mean:

“Application Date” means the date(s), as specified by PNZ in the Expression of Interest, by which a completed and certified Para athlete Application or a completed Team Support Application must be submitted to PNZ.

“Bipartite Commission Invitation” means an IPC process whereby additional places at the Paralympic Games are offered to NPCs based upon application by them. Such invitations are limited to Para athletes competing in specific Para sport disciplines (as outlined in the IPC Qualification Regulation).

“Business Days” means a day of the week other than the following:

- (a) A Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign’s Birthday, Matariki, Labour Day, and any day observed as a provincial holiday in Auckland;
- (b) A day in the period commencing with 25 December in a year and ending with 2 January in the following year;
- (c) If 1 January falls on a Friday, the following Monday;
- (d) If 1 January falls on a Saturday or a Sunday, the following Monday and Tuesday; and
- (e) If Waitangi Day or Anzac Day falls on a Saturday or a Sunday, the following Monday.

“CAS” means the Court of Arbitration for Sport.

“CEO” means the Chief Executive Officer of PNZ or NSO so specified. In the event an NSO does not have a Chief Executive Officer it will mean the person responsible for leading the NSO (e.g., President, General Manager).

“Disorders of Sexual Differentiation” for the purpose of this Regulation is defined as congenital conditions associated with atypical development of chromosomal, gonadal, or anatomical sex.

“Expression of Interest” means the confirmation of an expression of interest in any Games by an NSO.

“NZ Paralympic Team” means the New Zealand Paralympic Team, selected by PNZ, for a Paralympic Games.

“IF” or “International Federation” means the International Federation (governing body) of a NSO.

“IF Member” means a New Zealand member of the International Federation which has jurisdiction for the Para sport in Aotearoa New Zealand; for example, Cycling New Zealand, who are directly responsible for governance of their sport in Aotearoa New Zealand.

“IF Qualification System” means the relevant Para sport specific International Federation Qualification System applicable to each Paralympic Games.

“IPC” means the International Paralympic Committee as the governing body of the Paralympic Movement; which organisation is responsible for the regular staging of the Paralympic Games.

“National Sports Organisation” or “NSO” means a national federation/national sports organisation that is a member of PNZ, or if approved by PNZ, a member of an IF Member.

“Nominated Para athlete” means a Para athlete nominated by their NSO for selection pursuant to this Regulation and the applicable PNZ Selection Policy.

“Nominated Team” means a team comprising Para athletes who are nominated by their NSO for selection pursuant to this Regulation and the applicable PNZ Selection Policy.

“Nomination Appeal” means an appeal against a nomination with conditions or non-nomination brought in accordance with clauses 12 and 13 of this Regulation.

“Nomination Criteria” means the nomination criteria of the NSO for the Paralympic Games as outlined in clause 7 of this Regulation.

“Nomination Date” means the date specified in each NSOs Nomination Criteria (as approved by PNZ), by which the NSO must nominate a Para athlete to PNZ for consideration of selection to a NZ Paralympic Team, pursuant to each NSOs Nomination.

“Nomination Period” means the period during which Para athletes (and Teams comprising Para athletes) can compete in specified events to seek potential nomination and selection to the NZ Paralympic Team attending a Paralympic Games.

“Notice of Appeal” means the notice filed with the Sports Tribunal in accordance with its rules.

“Para athlete” means a person who competes in the Para sport of an NSO who wishes to be considered for nomination and selection to a NZ Paralympic Team.

“Para athlete Application” means the form set by PNZ that must be completed by any Para athlete applying to be nominated and selected to a NZ Paralympic Team.

“Paralympic Games” refers to the Summer and/or Winter Paralympic Games.

“PNZ” means Paralympics New Zealand Incorporated.

“PNZ Board” means the Board of PNZ.

“PNZ Selection Policy” means the PNZ selection policy relevant to a Games which is published on the PNZ website at www.paralympics.org.nz.

“PNZ Selector” means a person that is a member of the Selection Panel.

“Regulation” means this Nomination and Selection Regulation.

“Selected Para athlete” means a Para athlete selected by the Selection Panel to the NZ Paralympic Team pursuant to this Regulation and the applicable PNZ Selection Policy.

“Selected Team” means a team comprising Para athletes that is selected by the Selection Panel to the NZ Paralympic Team pursuant to this Regulation and the applicable PNZ Selection Policy.

“Selection Appeal” means an appeal against a selection with conditions or non-selection brought in accordance with clauses 12 and 14 of this Regulation.

“Selection Date” means the date by which the NSO must advise each Nominated Para athlete of their selection, selection with conditions or non-selection; such date being no later than 48 hours from the date that the NSO is advised by PNZ of the Selection Panel’s decision.

“Selection Panel” or “Panel” means the Selection Panel established as a sub-committee of the PNZ Board in accordance with Part E of this Regulation.

“Sport Integrity Commission” means the Sport Integrity Commission, Te Kahu Raunui, an independent crown entity originally established by the Integrity Sport and Recreation Act 2023. The Act established the Sport Integrity Commission and moved the responsibilities of Drug Free Sport New Zealand (the crown entity responsible for anti-doping) to the Sport Integrity Commission.

“Sports Tribunal” means the Sports Tribunal of New Zealand.

“Team Agreement” means the agreement between PNZ and Para athletes and Team Support that a Para athlete applying to be nominated and selected to the NZ Paralympic Team and any Team Support member applying to be appointed to a NZ Paralympic Team must fully complete and return to PNZ prior to the Nomination Date.

“Team Support” means a person who is seeking to be appointed to a NZ Paralympic Team in accordance with clause 11 of this Regulation to provide support services, including, but not limited to, physiotherapists, doctors, psychologists, coaches, managers and press attaches.

“Team Support Application” means the form set by PNZ that must be completed by any person applying to be recommended and appointed as Team Support to the NZ Paralympic Team.

“Trans Para athlete” in relation to this Regulation means an individual whose gender identity is different from the sex designated to them at birth and whether or not they have undergone any form of medical intervention.

- 5.2 **Rules for interpretation:** In this Regulation unless the context requires otherwise:
- (a) **Headings:** Sections, clauses and other headings are for ease of reference only and will not affect this Regulation’s interpretation.
 - (b) **Schedules:** Any Schedules to this Regulation and the provisions and conditions contained in the Schedules have the same effect as if set out in the body of this Regulation.

Part A - NOMINATION

6. Commencement of Nomination Process

- 6.1 **Adoption of the PNZ Selection Policy:** For each Paralympic Games, a PNZ Selection Policy will be adopted by the PNZ Board no later than twenty-four (24) months prior to the relevant Paralympic Games; unless the PNZ Board considers, in its sole discretion, insufficient information has been provided to PNZ to reflect on previous Paralympic Games, about the Para sport schedule, date or format of the Paralympic Games, to enable this to occur. In such case, the Selection Policy will be developed and provided to the PNZ Board within twelve (12) weeks of such information becoming available.
- 6.2 **Expression of Interest:** PNZ will provide an Expression of Interest to NSOs for each Paralympic Games covered by this Regulation asking if the NSO would like their Para athlete(s) and Team Support to be considered for the Paralympic Games. The Expression of Interest will contain:
- (a) This Regulation; and
 - (b) The PNZ Selection Policy for the relevant Paralympic Games; and
 - (c) The Key Dates for NSOs to be aware of and/or comply with documentation requirements; and
 - (d) A Nomination Criteria template; and
 - (e) IF Qualification Systems, if relevant.
- 6.3 **NSO to acknowledge receipt of Expression of Interest:** An NSO will be required to acknowledge receipt of the Expression of Interest and advise if it intends to nominate their Para athlete(s) and Team Support.

- 6.4 **Binding on NSO:** An NSO will be bound by the terms of this Regulation and the PNZ Selection Policy for the relevant Paralympic Games upon acknowledgement of receipt of this Regulation and the PNZ Selection Policy.

7. **Nomination Criteria**

- 7.1 **NSO to submit proposed Nomination Criteria:** The NSO must submit a proposed Nomination Criteria, to PNZ by such date as is specified by PNZ.
- 7.2 **Format of Nomination Criteria:** The proposed Nomination Criteria shall be in the form notified by PNZ (unless otherwise agreed in writing by PNZ) and shall comply with the PNZ Selection Policy and the qualification, eligibility and any other requirements of the International Federation and/or the IPC as set out in the relevant IF Qualification System or other relevant documentation, whichever is applicable.
- 7.3 **Content of Nomination Criteria:** The proposed Nomination Criteria shall clearly indicate the basis on which the decision whether to nominate a Para athlete or not will be made (including specified Key Events, rankings results, performances or standards, which are equivalent or higher to the Performance Criteria identified within the PNZ Selection Policy).
- 7.4 **Approval of Nomination Criteria:** Upon receipt, PNZ shall determine whether the proposed Nomination Criteria complies with clauses 7.2 and 7.3 and is otherwise satisfactory to PNZ and, if so satisfied, shall notify the NSO of its approval of the Nomination Criteria.
- 7.5 **Revision of Nomination Criteria:** If not satisfied with the proposed Nomination Criteria, PNZ shall notify the NSO of such fact, identify the matters which it considers require amendment, and shall consult with the NSO about its content. PNZ shall notify the NSO of the date by which any revised proposed Nomination Criteria must be submitted to PNZ. Upon receipt of any revised proposed Nomination Criteria, the procedure in clause 7.4 shall apply.
- 7.6 **No amendment to Nomination Criteria after approval by PNZ:** No amendment or alteration shall be made to the Nomination Criteria after PNZ has approved the proposed Nomination Criteria without the written approval of PNZ.
- 7.7. **Failure to Submit Nomination Criteria:** If the NSO fails to submit proposed Nomination Criteria to PNZ by the date specified by PNZ or such other date as is agreed, or if the proposed Nomination Criteria is not, after revision, in a form satisfactory to PNZ, PNZ may publish Nomination Criteria determined by it and select Para athletes in accordance with such Nomination Criteria and the PNZ Selection Policy. Alternatively, PNZ may decline to select Para athletes from the NSO for the NZ Paralympic Team or take such other steps as it considers appropriate in the circumstances.
- 7.8 **Publication of Nomination Criteria:** PNZ and the NSO shall each take steps to publish and distribute the approved Nomination Criteria (and any subsequent amendments to it) to the NSO's Para athletes, together with the PNZ Selection Policy, and, where agreed, to their respective websites.

7.9 Inconsistencies

- (a) Where any inconsistency arises between the Nomination Criteria for the NSO and the qualification, eligibility or other requirements of the IPC or the International Federation for that NSO as set out in the IF Qualification System or other relevant document, as amended from time to time, the latter shall prevail to the extent of that inconsistency.
- (b) Where any inconsistency arises between the Nomination Criteria proposed by the NSO and the PNZ Selection Policy, the latter shall prevail to the extent of such inconsistency.
- (c) The fact that the Nomination Criteria imposes a higher qualification standard or lesser number of participants than stated in the IF Qualification System or other relevant document, shall not be regarded as an inconsistency.

8. Eligibility For Nomination

- 8.1 **IPC Para sport-specific classification:** Any Para athlete wishing to be considered for nomination and selection to the NZ Paralympic Team must meet the IPC Para sport-specific classification and have a designated IPC classification status (as specified by the IPC from time to time).
- 8.2 **Long List:** The NSO will on the date or dates specified by PNZ ("**Long List Date**") submit to PNZ a list of Para athletes who it deems being potentially eligible and capable of being nominated for a Paralympic Games. In submitting its Long List, the NSO will certify that each Para athlete:
 - (a) Is a member of the NSO or a member of one of its affiliated organisations or the IF Member; and
 - (b) That to the NSO's knowledge, has not breached any rules or regulations of the NSO, the NSO's International Federation or IF Member's International Federation, if applicable, the IPC or the World Anti-Doping Agency; and
 - (c) Is not currently under disqualification or suspension under the rules of the NSO or the International Federation, and in respect of the International Federation, where there is an IF Member, this has been confirmed by the IF Member to the best of its knowledge, prior to certification by the NSO; and
 - (d) Has been notified they are on the Long List and has given consent for their named to be provided to PNZ for the purposes of being included on the Long List and receiving associated correspondence in relation to the Paralympic Games; and
 - (e) Is a New Zealand citizen and has a New Zealand passport.
- 8.3 **Long List Inclusions:** If the NSO does not include a Para athlete by the Long List Date, PNZ reserves the right, in its sole discretion, to

- (a) accept a Para athlete which an NSO wishes to add to the Long List after the Long List Date.
- (b) add a Para athlete to the Long List.

In both circumstances, further PNZ conditions may apply.

- 8.4 **Distribution and Completion of Para athlete Application:** Upon receipt of the Long List, PNZ will distribute a Para athlete Application to each Para athlete named on the Long List. The Para athlete must fully complete and return to PNZ, prior to the Application Date (or such later date as determined by PNZ), a Para athlete Application.
- 8.5 **Distribution and Completion of Team Agreement:** Upon receipt of the fully completed Para athlete Application, PNZ will distribute a Team Agreement to those Para athletes named on the Long List. The Para athlete must fully complete and return the Team Agreement to PNZ, prior to the Nomination Date.
- 8.6 **Effect of submission of Para athlete's Application and Team Agreement:** By completing and returning the Para athlete Application and the Team Agreement, the Para athlete warrants that by the Nomination Date he or she has met, or will meet, the obligations and requirements set out in the Para athlete Application and the Team Agreement.
- 8.7 **Amendment of Team Agreement:** PNZ may amend the Team Agreement at any time prior to the Nomination Date. If this occurs, PNZ will notify the Para athlete of such amendment. After the Nomination Date, PNZ may amend the Team Agreement in respect of a Para athlete, save that no amendment to the Team Agreement will be effective until signed by or on behalf of the affected Para athlete.
- 8.8 **NSO Not to Cause Breach of Team Agreement:** The NSO acknowledges the terms and conditions set out in the Team Agreement and undertakes not to do anything, or omit to do anything, which might cause or induce, whether directly or indirectly, the Para athlete to breach such Team Agreement.
- 8.9 **Eligibility for Trans Para athletes and Para athletes with Disorders of Sexual Differentiation:** Eligibility to compete in the Paralympic Games for Trans Para athletes and Para athletes with Disorders of Sexual Differentiation is based on the eligibility requirements of the relevant International Federation and/or the IPC (whichever is relevant).

9. Nomination of Para athletes by the NSO

- 9.1 **NSO to nominate Para athletes:** The NSO shall be responsible for nominating Para athletes to PNZ to be considered for selection in the NZ Paralympic Team. For the purposes of this clause, this clause will also apply to Para athletes seeking to be nominated in a Nominated Team (and to the Nominated Team itself).
- 9.2 **Conditions of Nomination:** The NSO may only nominate a Para athlete, or a Para athlete seeking nomination in Nominated Team, who:

- (a) Has returned a completed Para athlete Application pursuant to clause 8.4 of this Regulation by the Application Date (or such later date as agreed by PNZ pursuant to clause 8.3).
- (b) Has returned a completed Team Agreement to PNZ on or before the Nomination Date.
- (c) To the best of the NSO's knowledge, is not suffering any injury, illness, or condition (other than the known impairments for which the Para athlete has been classified pursuant to the IPC's classification system) that will compromise the health and safety of the Para athlete, a NZ Paralympic Team member or a competitor.

In order to satisfy itself that the requirement in clause 9.2(c) has been satisfied, the NSO may request that the Para athlete consent to their medical advisor providing relevant medical information and an accompanying report to: (i) the NSO and its designated medical adviser; and (ii) (if a decision is made by the NSO to nominate a Para athlete) the Selection Panel.

- (d) To the best of the NSO's knowledge, has not acted in such a manner that: (i) reflects badly on the NSO or PNZ; or (ii) brings, or has the potential to bring, the Nominated Para athlete or the Nominated Team, the Para sport, the IF Member, the NSO or PNZ into public disrepute.
- (e) To the best of the NSO's knowledge, will be an effective and harmonious member of the NZ Paralympic Team, and has acted and will continue to act as a positive role model for Para sport in Aotearoa New Zealand.
- (f) To the best of the NSO's knowledge, has not used or administered any substance which if it had been detected as being present in the Para athlete's body tissue or fluids would have constituted doping or used any prohibited method or committed any other doping offence as defined in the NSO's, the IF Member's, the IF's or PNZ's policies. This sub-clause (e) shall not apply to any doping offence for which the Para athlete has been sanctioned where such sanction has been satisfied in full.
- (g) Has provided their name and contact address details to PNZ for the purpose of out of competition drug testing by the Sport Integrity Commission no later than 6 months prior to the Paralympic Games or the Nomination Date, whichever is the earlier.
- (h) Has met the Nomination Criteria.
- (i) Has an available quota place under the applicable IF Qualification System or other relevant document.

9.3 Number of Nominated Para athletes: Subject to clause 9.8, the NSO may only nominate the number of Para athletes permitted under the IF Qualification System or other relevant document for that NSO's participation in the Paralympic Games (as advised in advance by PNZ to the NSO) unless otherwise agreed in writing with PNZ.

This clause does not prevent an NSO nominating less than the number of Para athletes permitted under the IF Qualification System or other relevant document or, where agreed with PNZ, reserve Para athletes in accordance with clause 9.9 of this Policy.

- 9.4 **No Obligation to Fill Available Number of Nominations:** The NSO is not obliged to nominate Para athletes to fill all available places if it does not consider that sufficient Para athletes meet the Nomination Criteria.
- 9.5 **Procedure for Nomination:** The NSO shall by the Nomination Date deliver to PNZ particulars of each Para athlete the NSO nominates for consideration by PNZ for selection in the NZ Paralympic Team, such particulars to be accompanied by:
- (a) A completed Team Agreement (unless already provided to PNZ); and
 - (b) Written confirmation signed by the NSO CEO or nominee of the NSO that each Nominated Para athlete has met the Nomination Criteria; and
 - (c) In accordance with the Nomination Criteria, evidence satisfactory to PNZ of the results, performances and standards achieved by the Nominated Para athlete to the NSO in determining the nomination of the Para athlete during the Nomination Period. If PNZ is not satisfied that adequate evidence has been provided by the NSO, PNZ may decline to consider the Nomination until such time as further information is provided.
- 9.6 **Nomination may be subject to conditions:** Notwithstanding clause 9.2, in the event the NSO determines there are extenuating circumstances, in accordance with the Nomination Criteria, the NSO may nominate a Para athlete with conditions to be satisfied by a date determined by the NSO. The applicable conditions will be communicated to the Nominated Para athlete by the NSO.
- 9.7 **NSO to inform Para athlete of nomination, nomination with conditions or non-nomination:** The NSO must by the Nomination Date advise each Para athlete on its Long List of their nomination, nomination with conditions, or non-nomination. The NSO must also advise each Para athlete who is nominated with conditions or not nominated of the procedure for a Nomination Review and/or a Nomination Appeal in accordance with Part C of this Regulation.
- 9.8 **PNZ may accept late nomination:** PNZ may accept a nomination after the Nomination Date where it is made as a result of a successful Nomination Appeal brought in accordance with the Nomination Review and/or Nomination Appeal procedures set out in Part C of this Regulation.
- 9.9 **Reserves:** The NSO will apply the Nomination Criteria in determining any reserve Para athletes who may be nominated to PNZ. Such reserve Para athletes must be notified to PNZ by the Nomination Date.
- 9.10 **Nomination No Guarantee of Selection:** The NSO must not represent in any way that the nomination of any Para athlete to PNZ will guarantee or secure selection of that Para athlete to the NZ Paralympic Team.

- 9.11 **NSO to Obtain Clearances:** The NSO is solely responsible for securing, at its cost and expense, all permission and clearances required in respect of its Nominated Para athletes to participate in the Paralympic Games.

Part B - SELECTION

10. Selection of Para athletes by PNZ

- 10.1 **Selection Panel to Select Para athletes:** The Selection Panel shall be solely responsible for selecting from amongst the Nominated Para athletes those Para athletes who will be members of the NZ Paralympic Team. For the purposes of this clause, this clause will also apply to Para athletes seeking to be selected in a Selected Team (and to the Selected Team itself).
- 10.2 **Conditions of Selection:** The Selection Panel must, in considering the selection of any Nominated Para athlete to the NZ Paralympic Team, be satisfied that the Nominated Para athlete:
- (a) Has met, and where relevant is continuing to meet, the Conditions of Nomination in clause 9.2 of this Regulation (which, if requested by the Selection Panel, will require the Nominated Para athlete providing relevant medical information and/or undertaking a suitable fitness assessment in order to satisfy the requirement set out in clause 9.2(c) of this Regulation).
 - (b) Has met the requirements of the PNZ Selection Policy.
 - (c) Has satisfied any Nomination conditions advised in writing to the Nominated Para athlete by the NSO pursuant to clause 9.6 of this Regulation.

In order to satisfy itself that the requirement set out in clause 9.2(c) of this Regulation has been met, the Selection Panel may request that the Nominated Para athlete undergo a medical and/or fitness assessment (with the results to be provided to the Selection Panel).

- 10.3 **NSO to provide information:** To enable the Selection Panel to satisfy itself that each Nominated Para athlete has met the conditions of nomination in clause 9.2 of this Regulation, the NSO must provide to PNZ such information as it has in its possession and control regarding the Para athlete or about which it is aware.
- 10.4 **PNZ to seek information:** The Selection Panel may also seek its own information about a Nominated Para athlete, including a medical test or examination under clause 10.2(a). However, this does not remove the NSO's obligation to provide information under clause 10.3 of this Regulation.
- 10.5 **Selection if Criteria met:** If the Conditions of Selection set out in clause 10.2 are met to the satisfaction of the Selection Panel in respect of each Nominated Para athlete and any Nominated Teams, it will then select from amongst those Nominated Para athletes and Nominated Teams, those it considers meet the PNZ Selection Policy.

- 10.6 **Selection may be subject to conditions:** Notwithstanding clause 10.2, the Selection Panel may select a Nominated Para athlete with conditions to be satisfied by a date prior to the commencement of the Paralympic Games, as determined by the Selection Panel. The Selection Panel may, in its sole discretion, consult with the NSO to determine appropriate and applicable conditions, which may include any conditions set by the NSO in nominating the Para athlete under clause 9.6. Such conditions will be communicated to the Nominated Para athlete by the NSO CEO.

If such conditions are met by the specified date, the Para athlete's selection to the NZ Paralympic Team will be confirmed by the Selection Panel and communicated to the Para athlete and relevant NSO by the PNZ CEO.

In the event, such conditions are not met by the specified date, the Para athlete will be withdrawn from the NZ Paralympic Team pursuant to the terms in the Team Agreement. On withdrawal from the NZ Paralympic Team, there are no rights of appeal under clause 14. Any Para athlete who has been selected with conditions may only appeal their conditions at the time of selection in accordance with clause 14. There are no further appeal rights.

- 10.7 **Selection of another Nominated Para athlete:** The Selection Panel may decide to select another Nominated Para athlete in place of a Para athlete who is deselected as a result of a Selection Appeal which is upheld and brought in accordance with this Regulation.
- 10.8 **Notification to the PNZ Board:** The Selection Panel will notify the PNZ Board of all selection decisions before making any other announcements. This notification will specify the names of all the Nominated Para athletes and Nominated Teams, and the Selected Para athletes and Selected Teams, the process undertaken, the information relied upon and the reasoning for its decision.
- 10.9 **The PNZ Board may request the Selection Panel Review to review its Decision:** If the PNZ Board has concerns about any selection or non-selection decision made by the Selection Panel it may request the Selection Panel to review its decision. The PNZ Board must decide and notify the Selection Panel of the need to undertake a review within 48 hours of it being notified of a selection decision by the Selection Panel. The PNZ Board must inform the Selection Panel of the specific matters of concern to be taken into account in the Selection Panel's review. The Selection Panel must undertake the review and inform the PNZ Board whether it has changed its original decision, within three (3) days of receiving the PNZ Board's request.
- 10.10 **NSO to inform Para athletes:** The PNZ CEO will notify the NSO CEO of the Nominated Para athletes' selection, non-selection or selection with conditions. The NSO must advise each Selected Para athlete of their selection or selection with conditions, and each Para athlete not selected of their non-selection, as soon as possible; but no later than the Selection Date. The NSO shall ensure a Para athlete notified is aware of their obligations to keep such information confidential until such time as the media announcement has been released. The NSO must also advise each Para athlete not selected or selected with conditions of the procedure for a Selection Review or Selection Appeal pursuant to clauses 12 and 14 of this Regulation

- 10.11 **Announcement of Selection:** PNZ shall on a date determined in consultation with the NSO and if relevant, the IF Member, publicly announce the Selected Para athlete or Selected Team to the media (including a Nominated Para athlete or Nominated Team who has been selected subject to conditions pursuant to clause 10.6).
- 10.12 **Commencement of Team Agreement:** The Team Agreement which has been duly signed by the Selected Para athlete (including a Para athlete within a Selected Team) shall take effect from the Selection Date.
- 10.13 **Continuing obligations of Selected Para athletes:** Each Selected Para athlete must:
- (a) Train and keep themselves in the best possible condition (physically and mentally) and compete in any events, competitions and training camps as reasonably required by the NSO to enable the Selected Para athlete to compete at the Paralympic Games to the selection standard set out in the PNZ Selection Policy. The Selected Para athlete's ongoing form will be monitored by the NSO in the lead up to the Paralympic Games and PNZ, in consultation with the NSO, has the ability to review the selection in the event of any significant loss of form of, or injury to, the Selected Para athlete in accordance with the Team Agreement; and
 - (b) Immediately advise the PNZ CEO if any of the declarations made by the Selected Para athlete in their Para athlete Application is no longer correct or accurate. PNZ may de-select the Para athlete if the eligibility requirements for nomination and selection in the NZ Paralympic Team are no longer satisfied in accordance with the Team Agreement; and
 - (c) Comply with the provisions of the Team Agreement.
- 10.14 **Inconsistency:** Where any inconsistency arises between this Regulation (and/or the PNZ Selection Policy) and the IF Qualification System, the latter shall prevail to the extent of such inconsistency.

11. Team Support Appointment

- 11.1 **PNZ to appoint Team Support:** The appointment of Team Support to the NZ Paralympic Team will be determined by PNZ in its sole discretion, following recommendation by the NSO as set out in this Regulation. In relation to Team Support recommended by the NSO, each Team Support person must:
- (a) Be a member of the NSO, a member of one of its affiliated organisations, have an employment agreement or a contract for service with the NSO or the IF Member; and
 - (b) Be suitably qualified to fill the required position(s) in respect of the section of the NZ Paralympic Team relating to the Para sport of the NSO; and
 - (c) Have the capability, skill and experience specified in any guideline published by PNZ; and

- (d) Work effectively and harmoniously with the Chef de Mission and other Team Support of the NZ Paralympic Team; and
 - (e) Not have acted in any manner which brought or is likely to bring themselves, PNZ, their Para sport or the NZ Paralympic Team into disrepute; and
 - (f) Not currently be under disqualification or suspension under the rules of the NSO, the NSO's International Federation or IF Member's International Federation, if applicable, or any Anti-Doping authority; and
 - (g) Not have any criminal convictions, preventing entry into the country where the Paralympic Games are being held; and
 - (h) Have given consent for their name to be provided to PNZ for the purposes of being included on the Long List and receiving associated correspondence in relation to the Paralympic Games.
- 11.2 **PNZ may provide guidelines:** PNZ may provide guidelines as to the number of Team Support PNZ may appoint as a member of a NZ Paralympic Team and the capabilities, skills and experience it seeks in considering the appointment of those Team Support members. These shall not be construed as nomination or Specific Selection Criteria.
- 11.3 **PNZ may accept late recommendation:** PNZ may accept a recommendation by the NSO for Team Support after the Application Date, if PNZ believes, in its sole discretion, there are exceptional circumstances warranting such acceptance.
- 11.4 **Conditions of Appointment:** The appointment of every Team Support person will be conditional upon them:
- (a) Returning a completed Team Support Application. The Team Support Application must be submitted to PNZ by the Application Date (or such later date as determined by PNZ); and
 - (b) Returning a completed Team Agreement in respect of the Paralympic Games by the date directed by PNZ.
- 11.5 **PNZ to advise NSO of appointed Team Support:** PNZ shall inform the NSO of the Team Support it has appointed in the section of the NZ Paralympic Team relating to the Para sport of the NSO.
- 11.6 **No right of appeal:** There is no right of appeal against a decision of the NSO to recommend or not recommend any person to PNZ as Team Support, nor is there any right against any decision of PNZ regarding the appointment or otherwise of a person as Team Support.

12. Reviews and Appeals

- 12.1 **Nomination Review and Nomination Appeals:** Any Para athlete who has returned a completed Para athlete Application by the Application Date and a Team Agreement by the Nomination Date may review and/or appeal against their nomination with conditions or non-nomination by the NSO in accordance with the procedures set out in clause 13 of this Regulation.
- 12.2 **Selection Reviews and Selection Appeals:** Any Para athlete who has been nominated to PNZ for consideration of selection to the NZ Paralympic Team by an NSO by the Nomination Date may review and/or appeal against their selection with conditions or non-selection by PNZ in accordance with the procedures set out in clause 14 of this Regulation.

13. Process for Nomination Review and Nomination Appeals

- 13.1 **Nomination Review Meeting:** The procedure for the review of a nomination decision (“**Nomination Review Meeting**”) shall be as follows:

- (a) A Para athlete wishing to challenge their nomination with conditions or non-nomination by the NSO must participate in a Nomination Review Meeting by giving written notice (“**Notice of Nomination Review**”) to the CEO of the NSO within two (2) Business Days of the date that they are notified of their nomination with conditions or non-nomination by the NSO.
- (b) Within two (2) Business Days of receipt of a Notice of Nomination Review, the NSO will in consultation with the Para athlete arrange a Nomination Review Meeting between the parties and their representatives (if any).

Such a meeting, which may be held in person, by telephone or online, shall be held as soon as reasonably possible and in any event no later than five (5) Business Days after the date the Notice of Nomination Review is received by the NSO.

The purpose of such a meeting is to: (i) allow the representatives of the NSO to explain the nomination decision; and (ii) allow the attendees to consider and attempt to resolve the concerns of the Para athlete with regard to the nomination decision.

- (c) Any Nomination Review Meeting conducted in accordance with clause 13.1(b) shall be held on a confidential and *without prejudice* basis. In particular, the content of any matters discussed during such meeting may not be used by either party in respect of any Nomination Appeal that is conducted pursuant to clause 13.2.

13.2 **Nomination Appeal:**

- (a) If the review of a nomination decision is not resolved at the Nomination Review Meeting referred to in clause 13.1, and the Para athlete wishes to proceed with a Nomination Appeal, then the Para athlete must file a Notice of Appeal (Form 3 of the prescribed forms set out in the Rules of the Sports Tribunal) ("**Notice of Appeal**") with the Sports Tribunal and serve a copy of the Notice of Appeal upon the CEO of the NSO within:
 - (i) five (5) Business Days of the date of the Nomination Review Meeting held pursuant to clause 13.1(b) (if held); or
 - (ii) ten (10) Business Days of the Nomination Date,whichever is the later.
- (b) A copy of such Notice of Appeal shall at the same time as it is filed with the Sports Tribunal and served upon the NSO, be served upon the PNZ CEO.
- (c) Within ten (10) days of filing the Notice of Appeal, the Para athlete (as the appellant) will file and serve on the NSO (as the respondent), an appeal brief set out in Form 4 in the prescribed forms set out in the Rules of the Sports Tribunal.
- (d) Within fourteen (14) days of receiving the appeal brief referred to in clause 13.2(c), the NSO (as the respondent) shall file and serve on the Para athlete (as the appellant), a statement of defence in the prescribed form (Form 5) set out in the Rules of the Sports Tribunal. If the NSO (as the respondent) fails to file such statement of defence within the prescribed time, or such extended time as given by the Sports Tribunal, the Sports Tribunal may proceed with the appeal and issue its decision.
- (e) Nomination Appeals shall be determined by the Sports Tribunal in accordance with its Rules.
- (f) Any party to any decision of the Sports Tribunal under clause 13.2(e) may appeal such decision to CAS in accordance with its rules.
- (g) The decision of CAS will be final and binding on the parties.
- (h) No party to a Nomination Appeal may institute or maintain proceedings in any Court or Tribunal other than as specified in this Regulation.

13.3 **Grounds of Appeal:** A Nomination Appeal may be made on any one or more of the following grounds:

- (a) That the applicable Nomination Criteria was not properly followed and/or implemented; or
- (b) The Para athlete was not afforded a reasonable opportunity by the NSO to satisfy the applicable Nomination Criteria; or

- (c) The nomination decision was affected by actual bias; or
- (d) There was no material on which the nomination decision could reasonably be based.

14. Process for Selection Review and Selection Appeals

14.1 Selection Review Meeting: The procedure for the review of a selection decision (“**Selection Review Meeting**”) shall be as follows:

- (a) A Nominated Para athlete wishing to challenge their selection with conditions or non-selection by PNZ must participate in a Selection Review Meeting by giving written notice (“**Notice of Selection Review**”) to the PNZ CEO within two (2) Business Days of the date that they are notified of their selection with conditions or non-selection by the NSO CEO, pursuant to clause 10.10.
- (b) Within two (2) Business Days of receipt of a Notice of Selection Review, the PNZ CEO will in consultation with the Nominated Para athlete arrange a Selection Review Meeting between: (i) a representative of the PNZ Selection Panel, (ii) the PNZ CEO; (iii) any invited professional adviser of PNZ; and, (iv) the Nominated Para athlete and their representative(s) (if any).

Such a meeting, which may be held in person, by telephone or online, shall be held as soon as reasonably possible and in any event no later than five (5) Business Days after the date the Notice of Selection Review is received by PNZ.

The purpose of such a meeting is to: (i) allow the representative of the PNZ Selection Panel to explain the selection decision; and (ii) allow the attendees to consider and attempt to resolve the concerns of the Nominated Para athlete with regard to the selection decision.

- (c) Any Selection Review Meeting conducted in accordance with clause 14.1(b) shall be held on a confidential and *without prejudice* basis. In particular, the content of any matters discussed during such meeting may not be used by other party in respect of any hearing of the Selection Appeal that is conducted pursuant to clause 14.2.

14.2 Selection Appeal

- (a) Subject to clause 14.4, if the review of a selection decision is not resolved at the Selection Review Meeting referred to in clause 14.1, and the Nominated Para athlete wishes to proceed, then the Para athlete must file a Notice of Appeal (Form 3 of the prescribed forms set out in the Rules of the Sports Tribunal) (“**Notice of Appeal**”) with the Sports Tribunal and serve a copy of the Notice of Appeal upon the PNZ CEO within:
 - (i) five (5) Business Days of the date of the Selection Review Meeting referred to in clause 14.1(b) (if held).

(ii) ten (10) Business Days of the Selection Date,

whichever is the later.

- (b) A copy of such Notice of Appeal shall, at the same time as it is filed with the Sports Tribunal and served upon the PNZ CEO, be served on the NSO.
- (c) Within ten (10) days of filing the Notice of Appeal, the Nominated Para athlete (as the appellant) will file and serve on PNZ (as the respondent), an appeal brief in the form set out in Form 4 in the prescribed forms set out in the Rules of the Sports Tribunal.
- (d) Within fourteen (14) days of receiving the appeal brief referred to in clause 14.2(c), PNZ (as the respondent) shall file and serve on the Nominated Para athlete (as the appellant), a statement of defence in the prescribed form (Form 5) set out in the Rules of the Sports Tribunal. If PNZ (as the respondent) fails to file such statement of defence within the prescribed time, or such extended time as given by the Sports Tribunal, the Sports Tribunal may proceed with the appeal and issue its decision.
- (e) A Selection Appeal shall be determined by the Sports Tribunal in accordance with its Rules.
- (f) Any party to a decision of the Sports Tribunal under clause 14.2(e) may appeal such decision to CAS in accordance with its rules.
- (g) The decision of CAS shall be final and binding on the parties.
- (h) No party to a Selection Appeal may institute or maintain proceedings in any Court or Tribunal other than as specified in this Regulation.

14.3 **Grounds of Appeal:** A Selection Appeal may be made on any one or more of the following grounds:

- (a) That the PNZ Selection Policy was not properly followed and/or implemented;
or
- (b) That the selection decision was affected by actual bias; or
- (c) That there was no material on which the selection decision could reasonably be based.

14.4 **Appeal straight to CAS:** If the selection decision is not resolved at the Selection Review Meeting referred to in clause 14.1(b), the parties may, by mutual consent agree to a Selection Appeal being made directly to CAS (bypassing the appeal process set out in clause 14.2(a) with the Sports Tribunal).

Part D - GENERAL

15. PNZ Jurisdiction during the Paralympic Games

- 15.1 **Para athlete Bound:** The NSO acknowledges and agrees that each Selected Para athlete is bound by the terms of the Team Agreement signed by the Para athlete.
- 15.2 **Team Support Bound:** The NSO acknowledges and agrees that each Team Support appointed by PNZ for the NZ Paralympic Team is bound by the terms of the Team Agreement signed by the Team Support member.
- 15.3 **Jurisdiction:** The NSO acknowledges that for the term of the Team Agreement, PNZ shall, subject to clause 15.6, have exclusive jurisdiction in respect of any matter concerning any Selected Para athlete or appointed Team Support which is governed by the Team Agreement, unless agreed in writing with PNZ.
- 15.4 **Para athlete Misconduct:** Any allegation of misconduct by or involving a Selected Para athlete where the incident giving rise to such allegation occurs during the term of the Team Agreement (including during the Paralympic Games) shall, subject to clause 15.6, be dealt with by PNZ in accordance with the provisions of the Team Agreement. PNZ shall wherever practicable, consult with the NSO, and if relevant, the IF Member, in relation to any matter that affects the Selected Para athlete and may involve the NSO, the IF Member and/or the International Federation, in any investigations and enquiries, so that the matter can be dealt with in the most effective manner.
- 15.5 **Team Support Misconduct:** Any allegation of misconduct by or involving Team Support where the incident giving rise to such allegation occurs during the term of the Team Agreement (including during the Paralympic Games) shall, subject to clause 15.6, be dealt with by PNZ in accordance with the provisions of the Team Agreement. PNZ shall wherever practicable, consult with the NSO, and if relevant, the IF Member, in relation to any matter that affects the Team Support person and may involve the NSO, the IF Member and/or the International Federation in any investigations and enquiries, so that the matter can be dealt with in the most effective manner.
- 15.6 **Referral to NSO:** Where any matter for which clauses 15.3, 15.4 and/or 15.5 apply, PNZ may, where it considers it appropriate to do so, refer the matter to the NSO to be dealt with in accordance with the constitution, rules, regulations, by-laws or policies of the NSO. The NSO shall in such a case consult with PNZ in relation to any matter that affects the Selected Para athlete or the Team Support person and may involve PNZ in any investigations and enquiries so that the matter can be dealt with in the most effective manner.

16. Failure to Comply

- 16.1 **Non-Compliance:** If the NSO fails to comply with this Regulation, such non-compliance will be dealt with by clause 16.2 of this Regulation.
- 16.2 **Process where Non-Compliance:** Where, upon reasonable enquiries by PNZ, it appears that there is non-compliance by an NSO, PNZ will notify the NSO CEO with a view to a speedy resolution of such non-compliance.

If within ten (10) Business Days from the commencement of such negotiations the matter has not been resolved, then PNZ may:

- (a) Prohibit the NSO from nominating Para athletes and/or recommending Team Support to PNZ for consideration for selection to the NZ Paralympic Team; and/or
- (b) Determine and publish Nomination Criteria in respect of the NSO's Para sport and may select Para athletes in accordance with such criteria for the NZ Paralympic Team; and/or
- (c) Choose not to select any Para athletes or appoint Team Support from the NSO's Para sport for the NZ Paralympic Team; and/or
- (d) Where non-compliance by the NSO occurs after the Nomination Date, PNZ retains the right to make any decisions in respect of any Nominated Para athlete, Selected Para athlete or appointed Team Support that it deems appropriate.

16.3 **Non-Compliance by PNZ:** If PNZ fails to comply with this Regulation such non-compliance will be dealt with under the provisions of the PNZ Constitution.

17. Disputes

17.1 **Internal Escalation:** Any dispute or difference arising between PNZ and the NSO (and/or, if applicable, the IF Member) concerning the interpretation or application of this Regulation will be addressed in the first instance between the PNZ CEO and the NSO CEO (and if applicable, the Secretary General of the IF Member), in accordance with the PNZ Constitution.

17.2 **Sports Tribunal:** If any dispute or difference arises between PNZ and the NSO (and/or, if applicable, the IF Member) concerning the interpretation or application of this Regulation that cannot be resolved in accordance with clause 17.1, it shall be solely and exclusively determined by the Sports Tribunal. The decision of the Sports Tribunal will be final and binding on the parties and neither party may commence or maintain proceedings in any Court or Tribunal.

18. Indemnity and Liability

18.1 **NSO Indemnity:** The NSO indemnifies and will keep indemnified PNZ (and, if applicable, the IF Member) and each of their directors, officers, employees, and agents from and against all claims, demands, action, proceedings, costs and expenses (including reasonable legal costs calculated on a solicitor-client basis) and liability to third parties arising out of or incidental to any breach of this Regulation by the NSO.

18.2 **IF Member indemnity:** The IF Member indemnifies and will keep indemnified the NSO and PNZ and each of their directors, officers, employees, and agents from and against all claims, demands, action, proceedings, costs and expenses (including reasonable legal costs calculated on a solicitor-client basis) and liability to third parties arising out of or incidental to any breach of this Regulation by the IF Member.

- 18.3 **PNZ Indemnity:** PNZ indemnifies and will keep indemnified the NSO and the IF Member, if applicable and each of their directors, officers, employees, and agents from and against all claims, demands, action, proceedings, costs and expenses (including reasonable legal costs calculated on a solicitor-client basis) and liability to third parties arising out of or incidental to any breach of this Regulation by PNZ.
- 18.4 **No Indirect or Consequential Loss:** No party shall have any liability to any other party in respect of any loss of revenue, loss of actual or anticipated profits, or any indirect, consequential or special loss, damage, cost or expense, suffered or incurred by one party as a direct or indirect result of a breach by another party of any of its obligations under this Regulation.

PART E – SELECTION PANEL

- 19.1 **Sub-Committee:** In accordance with the Constitution and this Regulation, the PNZ Board shall appoint a sub-committee to be known as the Selection Panel (or Panel) to select the NZ Paralympic Team from amongst the Nominated Para athletes.
- 19.2 **Composition:** The Panel shall comprise of a minimum of three and a maximum of four (4) PNZ Selectors who meet the criteria for appointment specified in clause 19.4 (**Criteria for Appointment**).
- 19.3 **Application Process:** Any person seeking to be a PNZ Selector must make a written application to the PNZ CEO. All applications must be submitted by the date specified by the PNZ CEO, unless otherwise agreed with the CEO. The PNZ Board and/or the PNZ CEO may invite any person to make an application to be a PNZ Selector. PNZ Board Members are eligible for consideration. Once the applications have been received by the PNZ CEO, 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 PNZ CEO) which persons to appoint as PNZ Selectors and shall notify the successful applicants of their appointments.
- 19.4 **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 (especially Para sport) generally.
- 19.5 **Chair:** A Chair of the Panel shall be appointed by the PNZ Board from amongst the PNZ Selectors appointed to the Panel.

- 19.6 **Quorum:** The quorum for all meetings and decisions of the Panel (including all meetings held and decisions made by teleconference or by electronic means) is three (3) PNZ Selectors.
- 19.7 **Term of office:** All PNZ Selectors will be appointed until the conclusion of the Paralympic Games, or such other period as determined by the PNZ 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 PNZ CEO.
- 19.8 **Conflicts of Interest:** If any PNZ Selector has, or considers, they may have, a conflict of interest in considering the selection or otherwise of a Nominated Para athlete(s) or Nominated Team to the NZ Paralympic Team they must declare such a conflict, or potential conflict, immediately to the PNZ CEO. The PNZ CEO shall decide whether the PNZ Selector is able to deliberate and/or vote on the selection or otherwise of that Nominated Para athlete(s) or Nominated Team (as the case may be) and/or, if the nature and extent of the conflict is such that the PNZ Selector should be removed from the Panel, to recommend such removal to the PNZ Board under clause 19.9.
- 19.9 **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 policy, Code of Conduct and/or any PNZ regulation; or
 - (d) the PNZ Selector has brought PNZ (including any staff member, official or Member) into disrepute (or acted in a manner which, in the PNZ Board's reasonable opinion, has the potential to bring PNZ into disrepute).
- Before removing any PNZ Selector from the Panel, the PNZ Board must notify the PNZ Selector of their proposal to remove them and give the PNZ Selector an opportunity to make submissions on the proposed removal.
- 19.10 **Replacement Member:** If the circumstances in clause 19.9 occur, the PNZ Board shall appoint a replacement PNZ Selector for the balance of the term on the recommendation of the PNZ CEO.
- 19.11 **Role and Responsibilities:** The role of the Panel is to select from amongst the Nominated Para athletes (as individuals and as teams) those Para athletes it considers will be selected to the NZ Paralympic Team. The responsibilities of the Panel are to:
- (a) agree in writing to adhere to this Regulation and any other rules, regulations, policies or reasonable directions of the PNZ Board;

- (b) select those Nominated Para athletes (as individual and as teams) who it considers should be selected to the Paralympic Games in accordance with the applicable PNZ Selection Policy 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, unless authorised by the PNZ Board to disclose matters, in accordance with this Regulation;
- (e) implement the PNZ Selection Policy and processes for selection for each Paralympic Games in accordance with this Regulation; and
- (f) be positive advocates for PNZ and all of its activities.

19.12 Procedures

- (a) The Panel shall meet as and when required and on request by the Chair of the Panel, or the PNZ CEO.
- (b) The Chair of the Panel shall ensure that minutes are taken of all meetings and decisions of the Panel (including all meetings held and decisions made by teleconference or other electronic means). All minutes are to be kept confidential to the Panel, the PNZ CEO, and the PNZ Board, unless otherwise determined by the PNZ CEO.
- (c) The Chair of the Panel shall also ensure that there is a record of all documents relied on by PNZ Selectors and all other communications regarding the selection and non-selection of Nominated Para athletes and Nominated Teams to the NZ Paralympic Team. All such documentation and communications are to be kept confidential to the Panel, the PNZ CEO, and the PNZ Board, unless otherwise determined by the PNZ CEO.
- (d) The Panel shall use its best efforts to achieve its decisions 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 Chair shall have a casting vote, and the fact a casting vote has been made shall be reported to the PNZ Board when the Panel notifies its decision to the PNZ Board under clause 10.8.
- (e) Any public comments regarding the selection or non-selection of any Nominated Para athlete(s) and Nominated Team(s) to the NZ Paralympic Team will be made by the PNZ CEO, and no other person, on behalf of PNZ. For avoidance of doubt, this clause does not prevent any PNZ Selector from 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 with prior written approval from the PNZ CEO.

- (f) All discussions between a PNZ Selector(s) and a Nominated Para athlete(s) or Nominated Team(s) regarding the selection or non-selection of a Nominated Para athlete(s) to the NZ Paralympic Team prior to or after the selection or non-selection shall only occur with the prior written approval of the PNZ CEO.

19.13 **Expenses:** The PNZ CEO may, in their sole discretion, reimburse a PNZ Selector(s) for their actual and reasonable expenses incurred in the conduct of their responsibilities.