



COMMONWEALTH GAMES AUSTRALIA  
ABN 55 165 736 898

**2018 AUSTRALIAN COMMONWEALTH GAMES TEAM**

**MEMBERSHIP AGREEMENT – ATHLETE**

.....  
(Name of Athlete)

.....  
(Sport)

Your participation in the 2018 Commonwealth Games as a member of the 2018 Australian Commonwealth Games Team is conditional on you entering into this Agreement and observing its terms and conditions.

You should carefully read this document so as to understand it and the consequences flowing from any breach of its terms and conditions.

**Please see instructions for completion inside.**

## **INSTRUCTIONS FOR COMPLETION**

1. Complete Schedule 4, which requires details of the Athlete's current sponsorship arrangements (those entered into prior to the date of this Agreement), for the purpose of determining conflicts with CGA Sponsors under clause 15 of the Agreement.
2. Parents or legal guardians of Athletes under 18 years should execute the Parent/Guardian agreement at Schedule 1.
3. Once the above details have been completed, please sign where indicated at the back of the Agreement in the presence of an independent witness above the age of 18 years. The witness must also sign the Agreement where indicated.
4. If you have any questions, contact the National body of your sport, your Team Manager or CGA.
6. Return the signed Agreement to CGA either via mail or email to:

**CGA**  
**PO Box 586**  
**South Melbourne, Victoria, 3205**

Email: [agreement@commonwealthgames.com.au](mailto:agreement@commonwealthgames.com.au)

## 1. DEFINITIONS

1.1 In this Agreement the following words and phrases have the following meanings:

<b>CGA</b>	means the Australian Commonwealth Games Association trading as Commonwealth Games Australia.
<b>CGA Sponsors</b>	means the sponsors, suppliers and licensees of CGA and/or the Team.
<b>Agreement</b>	means this agreement including its schedules.
<b>Anti-Doping By Law</b>	means CGA Anti-Doping By Law, which for the time being is as set out in Schedule 5.
<b>Assistants</b>	(a) Officials; (b) persons who are not members of the Team but who are members of the Support Group; (c) persons approved by CGA or its authorised nominee or nominees to provide additional support services to the Team and/or the Support Group and whether before, during and after the Games, and (d) employees of CGA providing services as members of the Team or the Support Group whether as part of or in addition to their normal duties to CGA.
<b>Benefits</b>	means the benefits set out in Schedule 3.
<b>CAS</b>	means the Court of Arbitration for Sport.
<b>CEO</b>	means the Chief Executive Officer of CGA.
<b>CGF</b>	means the Commonwealth Games Federation.
<b>Chef de Mission</b>	means CGA Chef de Mission appointed for the Games.
<b>Commercial Activities By-Law</b>	means the CGA Commercial Activities By-Laws document.
<b>Commercial Purpose</b>	means advertising, promotion, marketing or endorsement of goods, services, person or entity by any means or media, including the Internet.
<b>Constitution</b>	means the Constitution of CGA.
<b>Dispute</b>	means a dispute as defined under clause 25.2.
<b>Ethical Behaviour By-Law</b>	means the Ethical Behaviour By-Law set out at Schedule 6.
<b>Games</b>	means the Gold Coast 2018 Commonwealth Games.
<b>Games Accommodation</b>	means any place of any athlete or official's accommodation in relation to the Games, including but not limited to the Games Village.
<b>Games Period</b>	means the period commencing at the earlier of: (a) the date a Team Member receives his or her Games accreditation; or (b) the opening of the official Games Accommodation and ends at midnight the day after the closing ceremony of the Games or on such later date as the person is formally discharged from the relevant Team.

<b>Games Village</b>	means the place(s) of athlete accommodation at the Gold Coast where the Games are to be held.
<b>Governing Rules</b>	means the constitution, by-laws and policies of the CGF and the constitution, by-laws and policies of CGA as may be adopted or amended from time to time.
<b>Grievance Committee</b>	means a committee appointed in accordance with clause 25.3.
<b>Image</b>	means: <ul style="list-style-type: none"> <li>(a) a photograph or other representation of the image of the person, whether still or moving and whether two or three dimensional;</li> <li>(b) a caricature of the person;</li> <li>(c) an original or copy signature of the person;</li> <li>(d) the voice of the person;</li> <li>(e) the name of the person;</li> <li>(f) the trademark of the person;</li> <li>(g) the sports performances of the person;</li> <li>(h) a quotation attributed to the person; or</li> <li>(i) any combination of two or more of the above.</li> </ul>
<b>Individual Sponsor</b>	means all persons that are entitled to use an Athlete's or Official's Image for a Commercial Purpose, the details of which the Athlete has provided to CGA pursuant to clause 14.
<b>Medical Director</b>	means the person appointed by CGA as the chief medical officer of the Team.
<b>Officials</b>	means all persons who administer, manage, coach, assist or are otherwise involved in sport or receive financial or other assistance from CGA, other than as an Athlete.
<b>Program Sport</b>	means those Australian affiliates of the international federations recognised by the CGF as a Recognised International Federation and in respect of which the CGF has approved that the sport will be on the program of the Games.
<b>Recognised International Federations</b>	means those international federations as are recognised from time to time by the CGF.
<b>Reward</b>	includes all benefits, whether in cash or in kind, paid or given to a Team Member on the basis of their performance at a Games, including medals and gifts.
<b>Reward Scheme</b>	means any arrangement or system of incentives that would provide a Reward to a Team Member.
<b>Social Media</b>	means any tool that can be used for sharing information, including but not limited to: blogs, photo sharing, video sharing (such as You Tube), social networks (such as Twitter, Facebook or Instagram), mobile phones, texting and webcasting.
<b>Social Media Policy</b>	means CGA Guidelines for use of Social Media, Blogging and the Internet for Australian Team Members during the 2018 Commonwealth Games, Gold Coast, as set out in Schedule 7.
<b>Specialised Equipment</b>	means an item of equipment, other than Team Uniform, acknowledged by CGA as being equipment, apparel and footwear having a material effect on sporting performance of Athletes due to its specialised characteristics.

<b>Support Group</b>	means the group of persons appointed by CGA to provide support services to the Team, CGA and CGA Sponsors during the Games.
<b>Team</b>	means the 2018 Australian Commonwealth Games Team.
<b>Team General Manager</b>	means the general manager of the Team appointed by CGA for the Games.
<b>Team Member</b>	means a member of the Team.
<b>Team Uniform</b>	means ceremonial, formal and casual apparel and footwear, competition sportswear and equipment supplied or authorised by CGA for Team Member's use at the Games.

## 1.2 INTERPRETATION

- (1) Unless the context otherwise requires, reference to:
  - (a) the singular includes the plural and the plural includes the singular and words importing one gender include the others;
  - (b) persons include incorporated and unincorporated bodies, partnerships, joint ventures and associations and vice versa and their legal personal representatives, successors and assigns;
  - (c) a party includes the party's executors, administrators, successors and permitted assigns;
  - (d) a statute or other law includes regulations and other instruments under it and amendments, re-enactments or replacements or any of them; and
  - (e) "dollars", "AUD" or "\$" is the lawful currency of Australia.
- (2) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (3) "Including" and similar words are not words of limitation.
- (4) Headings are for convenience only and do not form part of this Agreement or affect its interpretation.

## 2. INTRODUCTION

2.1 This Agreement sets out the terms and conditions governing my appointment to the Team and continued membership of the Team.

2.2 I agree:

- (1) that my membership of the Team and the Benefits associated with it are conditional upon me signing this Agreement and observing its terms and conditions;
- (2) to consent to all personal information collected in connection with this Agreement and that all personal information will be held by CGA in accordance with the CGA Privacy Policy. The CGA Privacy Policy can be accessed via the following link: <http://commonwealthgames.com.au/wp-content/uploads/2017/01/CGA-Privacy-Policy-FINAL.jpg.pdf>; and
- (3) to be bound by and comply with this Agreement, including but not limited to:
  - (a) the relevant Governing Rules set out at **Schedule 2**;
  - (b) the Anti-Doping By-Law set out at **Schedule 5**;
  - (c) the Ethical Behaviour By-Law set out at **Schedule 6**; and
  - (d) the Social Media Policy as set out in **Schedule 7**.

### 3. CONDITIONS OF MEMBERSHIP

I acknowledge that my appointment to, and continued membership of the Team is at the discretion of CGA and conditional upon me:

- (1) Signing this Agreement and complying with its terms. In order to be confirmed as a Team member I acknowledge and understand that a copy of this Agreement, signed by me, must be received by the CGA as set out in the Instructions for Completion at the front of this document prior to my nomination for selection being submitted to CGA by my national sporting organisation.
- (2) Not at any time having been charged with, convicted of, or having a finding of guilt recorded against me in relation to any serious offence involving alcohol or drugs, violence, or any sex offence, or any offence which is punishable by imprisonment.
- (3) Not having engaged at any time in conduct which is publicly known and in the absolute discretion of the CEO of CGA (or during the period of the 2018 Commonwealth Games, in the absolute discretion of the Chef de Mission of 2018 Australian Commonwealth Games Team) has brought or would be likely to bring me, my sport, CGA or the Team into disrepute or censure.
- (4) Not having engaged at any time in conduct which is not publicly known and in the absolute discretion of the CEO of CGA (or during the period of the 2018 Commonwealth Games, in the absolute discretion of the Chef de Mission of the 2018 Australian Commonwealth Games Team) would be likely to bring me, my sport, CGA or the Team into disrepute or censure were the conduct to be publicly known.
- (5) Reporting to the CEO of CGA (or during the period of the 2018 Commonwealth Games to the Chef de Mission of the 2018 Australian Commonwealth Games Team) any conduct in which I have been involved, either before entering into this Agreement or during the period of the Agreement, that is reasonably likely if publicly known to bring me, my sport, CGA or the Team into disrepute or censure. Such conduct to include, but not be limited to the conduct set out in clause 3(2), 3(3) and 3(4) immediately above.
- (6) Not having at any time breached any anti-doping policy or rule that has been applicable to me in my capacity as a participant in sport either as an athlete, official or in any other capacity. If so, I will disclose in writing to CGA at the time of entering into this Agreement, any previous sanction, suspension or punishment which I have served or am currently serving in connection with any breach(es) of any anti-doping policy or rule that has been applicable to me and/or my involvement in any pending or ongoing investigation/s into any alleged breach(es) of any anti-doping policy or rule that has been applicable to me.
- (7) Not participating or assisting in any gambling or betting activities associated with the staging of, or any performance at the Games, specifically I will not bet or gamble on any event in which I am competing or on which I have obtained information that is not publicly available.
- (8) Advising CGA of the details of my Sponsors according to the terms of clause 15.3 of this Agreement.

If I have not met the above conditions, I agree that the CEO of CGA or the Chef de Mission in their respective sole and absolute discretion may terminate my appointment to, and continued membership of, the Team and that I may be subject to the disciplinary procedures provided in clause 23 of this Agreement.

### 4. PERIOD OF AGREEMENT

4.1 Subject to clause 3(1) this Agreement commences on:

- (a) my appointment to the Team; and
- (b) this Agreement concludes after the closing of the 2018 Games Village or on such later date as I am formally discharged from my Team:
  - my participation in official CGA parades, functions and celebrations occurring before 7 May 2018;

- clauses 3(5), 11.3, 12.2(3), 13.2, 15.1, 15.4, 16.2, 16.3, 17.2, 17.3, 17.6, 20, 21, 22, 23, 24, 25, 26 and 27 of this Agreement which will continue indefinitely.

## **5. GOVERNING RULES AND INTELLECTUAL PROPERTY**

### **5.1 Governing Rules**

- (1) I agree to be bound by and comply with the Governing Rules applicable from time to time. A breach of the Governing Rules during the term of this Agreement is a breach of this Agreement.
- (2) If there is any inconsistency in the Constitutions and By-laws of CGF and CGA, I agree that the constitution and By-laws of CGF prevail to the extent of the inconsistency.
- (3) I agree that it is my responsibility to read and understand all of the documents constituting the Governing Rules from time to time and where applicable obtain relevant advice (including legal advice) if I do not or may not fully understand the meaning and effect of any of them as they apply to me.
- (4) I acknowledge that extracts are attached to this Agreement as Schedule 2 that form part of the Governing Rules. I have read and fully understand those extracts.
- (5) My agreement in sub-clause 5.1(1) is not in any way limited by the fact that not all of the Governing Rules are set out in Schedule 2.
- (6) CGA will endeavour to advise me of any amendments to the Governing Rules during the term of this Agreement but its failure to do so does not in any way relieve me of my obligation to comply with the Governing Rules or any part of them as apply at any time.

### **5.2 Anti-Doping & Ethical Behaviour By-Laws**

- (1) I acknowledge that the Anti-Doping By-Law and Ethical Behaviour By-Law form part of the Governing Rules and the current form of each is set out respectively in Schedule 5 and Schedule 6 of this Agreement.
- (2) I confirm that I have read and fully understand the Anti-Doping By-Law and Ethical Behaviour By-Law.
- (3) Without limiting my agreement contained in clause 5.1(1) I agree that I am bound by and must comply with the Anti-Doping By-Law and Ethical Behaviour By-Law applicable from time to time.
- (4) A breach of the Anti-Doping By-Law or the Ethical Behaviour By-Law is a breach of this Agreement.

### **5.3 Intellectual property**

- (1) I acknowledge that the Gold Coast 2018 Commonwealth Games are the exclusive property of CGF and that CGF owns all related rights to their organisation, exploitation, broadcasting and reproduction by any means whatsoever.
- (2) I will abide by all of the Governing Rules and I will not breach the intellectual property rights of CGF.

## **6. REQUIREMENTS OF THE GAMES ORGANISING COMMITTEE**

I acknowledge that the Games Organising Committee may make and have rules, regulations and requirements concerning participation in the Games.

## **7. ORDER OF PRECEDENCE**

I understand and agree that this Agreement has precedence over any other agreement entered into by me relating to the Games.

## 8. BENEFITS

- 8.1 In return for me being a Team Member and complying with the obligations set out in this Agreement I understand I am entitled to receive free of charge the Benefits set out in Schedule 3.
- 8.2 Subject to me complying with my obligations under this Agreement and remaining a Team Member CGA agrees to provide the Benefits to me free of charge.

## 9. MINORS

If I am under the age of 18 years, I acknowledge and agree that my appointment to the Team and ongoing membership of the Team is conditional upon my parents or guardians completing, signing and delivering to CGA Schedule 1 to this Agreement.

## 10. APPOINTMENT

### 10.1 Conditions of Team appointment

I acknowledge and agree that my appointment to and any consequent membership of the Team is conditional upon:

- (1) me satisfying the eligibility criteria and conditions in the Governing Rules; and
- (2) me satisfying, and complying with, the nomination and selection criteria of my Program Sport and being selected and nominated for appointment to the Team by my Program Sport.

### 10.2 Appointment to compete in Games

I acknowledge and agree that:

- (1) my appointment to the Team does not automatically mean that I will compete at the Games;
- (2) CGA may impose further conditions to those contained in this Agreement at any time throughout my continued membership of the Team; and
- (3) failure to comply with this Agreement may result in my expulsion from the Team and the withdrawal of Benefits under this Agreement including the right to compete in the Games.

## 11. OBLIGATIONS

11.1 As a member of the Team, for the period of this Agreement I agree that I will:

- (1) be subject to the direction and management of CGA;
- (2) comply with the rules and by-laws of my Program Sport and the Recognised International Federation to which my Program Sport is affiliated;
- (3) respect the spirit of fair play and non-violence and behave accordingly;
- (4) not engage in conduct that may be considered discriminatory, harassing, vilifying, abusive or otherwise inappropriate in the absolute discretion of the CEO of CGA or the Chef de Mission;
- (5) not engage in any conduct that in the absolute discretion of the CEO of CGA or, if during the Games Period, the Chef de Mission would bring or be likely to bring me, my sport, CGA or the Team into disrepute or censure;
- (6) not make, comment, issue comment, authorise, offer or endorse any public criticism or statement having or likely to have a prejudicial effect on the interests of CGA, the Team, the Games or any member of the CGF, CGA or the Team;
- (7) be supportive of other Team Members;
- (8) treat others involved in the Games and the Team with respect, courtesy and proper regard for their rights;



- (9) endeavour to promote the success and reputation of the Games, the Team, CGA, the CGF and my sport;
- (10) conduct myself so as to obtain and maintain the best possible mental and physical fitness and health to perform to the best of my ability at the Games;
- (11) travel and depart from the Games Accommodation on the dates and in the manner determined or approved by CGA or as directed by the Chef de Mission; and
- (12) act honestly and fully disclose any information concerning any matter that may affect my ability to comply with the terms of this Agreement to the CEO of CGA, or if during the Games Period to the Chef de Mission. This is a continuing obligation. Without limiting the obligations in any way, such obligation to disclose includes the obligations in this clause 11.1 and the information required in subclauses 3(2), 3(3), 3(4) and 3(5).

11.2 Further to and without limiting the requirements of clause 11.1 during the Games Period, I must observe and comply with the directions, guidelines and instructions of the Chef de Mission, the Team General Managers and Team Officials appointed by the Chef de Mission to have authority to give such directions, guidelines and instructions.

11.3 I acknowledge that I have had the opportunity to review the documentation referred to in this Agreement and that it is my responsibility to do so.

## **12. MEDICAL**

### **12.1 Medical Profile**

- (1) I agree to do all things reasonably necessary to provide medical information as required by CGA or the Medical Director for my appointment and participation in the Games, immediately prior to or upon execution by me of this Agreement.
- (2) I confirm that any medical information I provide is true and correct in every particular, and I agree to notify the Chef de Mission or the Medical Director of any change of details immediately.
- (3) CGA agrees that the medical information I provide is confidential, except to the extent that this information is public knowledge or required for legal, medical, administrative or competition purposes in accordance with this Agreement. In any such case I consent to its disclosure as CGA reasonably deems appropriate and in particular I authorise the disclosure of any medical information I provide to the Medical Director.

### **12.2 Disclosure of Information**

I authorise:

- (1) any medical practitioner, sports scientist or therapist whom I have consulted during the 12 months prior to the commencement of this Agreement or during the period of this Agreement to provide details to the Medical Director of any illness, disease and injury which I have suffered, any pre-existing medical condition I may have and all drugs and medications prescribed for me. I understand this information will be provided at the request of the Medical Director and is required to determine my medical fitness to perform to the best of my ability at the Games and to carry out my duties under this Agreement and to the Team to the best of my ability or to assess the risk of preventing other Team members or competitors in the Games from performing to the best of their ability;
- (2) the Medical Director to make full disclosure to CGA and any authorised Team Official of any information obtained under clause 12.1 clause 12.2, clause 12.3 or pursuant to the Governing Rules including any diagnosis, treatment, drugs and medications that have been made or prescribed for me.
- (3) CGA to retain any medical information provided or otherwise obtained in respect of me and the results of any tests or examinations carried out on me for use in research and publication in medical and scientific papers or for compilation of statistics for historical analysis, provided that such publication or analysis maintains my anonymity; and
- (4) CGA to receive drug test information or therapeutic use exemptions from ASADA and ASDMAC.

### 12.3 Medical testing

- (1) I agree to undergo such medical testing as may be reasonably required by the Medical Director, including, but not limited to, giving blood and tissue samples for analysis. I agree that such analysis may include testing for human immunodeficiency virus (HIV). I also acknowledge that additional testing may be required in accordance with the Governing Rules or the rules of my Program Sport.
- (2) The fact and the results of such medical testing will be confidential in the hands of the Team medical staff, except to the extent that the same is public knowledge or required for legal, medical, administrative or competition purposes in accordance with this Agreement.
- (3) If such medical testing is carried out by the Games Organising Committee medical team, CGA will use reasonable endeavours to ensure confidentiality in accordance with clause 12.3 however, I acknowledge that CGA is not in a position to ensure the confidentiality of the fact and results of the medical testing.

### 12.4 Medical consent

I agree that if I suffer any injury, damage or loss, I will submit to medical treatment, and wherever possible, in accordance with the recommendation of the Medical Director.

### 12.5 Team Member Participation

I acknowledge that the Chef de Mission or an authorised Team Official, acting on advice from the Medical Director, may direct me not to participate in training or competition (as applicable) if, in the Medical Director's opinion, my participation would constitute an unacceptable risk of:

- (1) causing me harm, injury or death;
- (2) aggravating an existing injury or illness I may have; or
- (3) infecting or injuring other Team members or officials, or other participants in the Games.

### 12.6 Directions

I agree to comply with all reasonable directions given by the Medical Director concerning medical matters.

## 13 MEDIA

### 13.1 General

I agree that:

- (1) Except as provided in this clause 13.1 I will not comment on CGA, the Team, any Team Member, the CGF, the Games Organising Committee, any arrangements for the Games, or the Games without the express permission of the Chef de Mission or any duly authorised Team official;
- (2) I will fulfil requests from accredited media organisations for interviews during the Games Period where reasonably requested by the Chef De Mission or authorised CGA media staff;
- (3) I will comply with all arrangements as set out in the GC2018 News Access Rules;
- (4) For interviews with a visual element, Team Members must wear items of the Team Uniform as set out by the Chef De Mission;
- (5) When making public comment or engaging in interviews, I will do so with respect and not disclose any confidential information regarding the CGA or any Team Member;
- (6) Network 7 is the host broadcaster, and where reasonably requested by CGA, I will make myself available in the lead-up to the Games Period for the purposes of Network 7 collating broadcast material for the Games;

- (7) I am entitled to make public comment or communicate with the media in relation to my personal performance in training or Games competition. I acknowledge that assistance is available from the Team Officials in this regard;
- (8) Notwithstanding that CGA encourages co-operation with the media, I may decline to comment to the media on any matter; and
- (9) During the Games Period I will not without the prior written approval of the Chef de Mission or CEO of CGA, perform or make any agreements, arrangements or understanding:
  - (a) for exclusive media interviews;
  - (b) to act as a journalist or in any other media capacity;
  - (c) to author any public or media comment; or
  - (d) for any interview for reward.

### 13.2 Social Media

I acknowledge and agree that:

- (1) the CGA promotes a common-sense and proportionate approach to Social Media and Team Members who choose to share any aspect of their experiences at the Games with the public through social media do so in a way which respects both themselves and others, and does not infringe on the rights of CGA, The Team, CGF, Games Organising Committee or the sponsors and partners of all those entities, including the organisers of the Games, and the media;
- (2) if I choose to use Social Media to share information with members of the public during Games Period, I must abide by the Social Media Policy;
- (3) I am also bound by the terms of the "CGF Policy for use of Social Media at the Commonwealth Games", which is part of the Governing Rules and I acknowledge that the CGA treats all written social media such as postings, blogs, status updates and Tweets as public 'comment';
- (4) a breach by me of the Social Media Policy will be a breach of this Agreement and, at the absolute discretion of the CEO of CGA, or the Chef de Mission, I will be subject to the penalties set out in clause 23, including dismissal from the Team; and
- (5) mis-use of Social Media may amount to a breach of the CGA Ethical Behavior By-Law, or a breach of my general obligation not to engage in conduct that would be likely to bring me, my sport, CGA or the Team into disrepute or censure.

### 14 NO DEMONSTRATION

I agree I will not throughout the Games Period make any statements or demonstrations (whether verbally, in writing or by any act or omission) regarding political, religious or racial matters and acknowledge these are contrary to the objects and purposes of CGA, CGF and the spirit of the Games.

### 15 MY INDIVIDUAL SPONSORS

- 15.1 Unless specifically approved in writing by CGA, I must not allow or consent to my Image or person being used for any Reward Scheme, in addition to any obligations I have under the CGA Commercial Activities By-Law as outlines in the Governing Rules set out in Schedule 2.
- 15.2 Unless specifically approved in writing by CGA, I will not allow or consent to my Image or person being used during the Games Period for any commercial purposes.
- 15.3 I have completed Schedule 4 of this Agreement listing my Individual Sponsors and agree to notify and keep CGA notified in writing of the names of Individual Sponsors and the relevant terms and conditions of my agreements with Individual Sponsors.
- 15.4 I must not enter into any arrangement or agreement for, or otherwise allow, my Image to be used for the purpose of any memorabilia relating to the Games, the Team, CGA or the CGF unless I have obtained the prior written approval of CGA.

**16. CGA SPONSORS**

- 16.1 Except to the extent that CGA Sponsors compete with my Individual Sponsors I agree at all times during the Games Period to:
- (1) assist and co-operate with CGA and CGA Sponsors to enable CGA Sponsors to maximise the promotional benefits from their sponsorship of or supply to CGA and/or the Team;
  - (2) comply with all reasonable directions of CGA or its authorised nominees in assisting CGA and CGA Sponsors, including ensuring that any logos of CGA Sponsors receive the widest possible exposure; and
  - (3) provide all reasonable assistance to CGA in its fundraising activities.
- 16.2 I agree that CGA may exploit my Image before, during and after the Games in any media or forum, including the Internet:
- (1) to promote Australia's participation in the Games, including historical records; and
  - (2) in CGA and/or CGA Sponsor's advertising, promotion or marketing activities,
- provided that such use of my Image is limited to my being part of the Team.
- 16.3 I agree to not cover up and attempt to conceal any logos of CGA Sponsors or otherwise act to diminish the benefits to CGA Sponsors of association with the Team and/or CGA.

**17 TEAM UNIFORM AND SPECIALISED EQUIPMENT**

- 17.1 CGA has the sole and exclusive authority to prescribe and determine the Team Uniform to be worn and used by Team Members during the Games Period. I will wear and use such Team Uniform throughout the Games Period in the manner determined by CGA.
- 17.2 CGA is and remains the owner of all Team Uniform it supplies to me and may at any time demand that I return it or any part of it to CGA. If I receive any such demand I will immediately comply.
- 17.3 I shall not sell, give away or part with any or all of the Team Uniform provided by CGA without the prior written permission of CGA. This permission may be refused or given on such terms and conditions as CGA may in its absolute discretion determine.
- 17.4 I shall keep confidential the design and other details of the Team Uniform unless or until such details are disclosed by CGA to the public.
- 17.5 No Specialised Equipment may be used or worn in competition unless:
- (1) I have submitted to the CEO of CGA a written request to use or wear such Specialised Equipment by 31 December 2017, which shall include proper evidence that the Recognised International Federation for my sport approves of my using or wearing such Specialised Equipment;
  - (2) the request in clause 17.5(1) has been approved in writing by CGA, which approval may be given on such terms and conditions as CGA may deem fit and which approval shall not be unreasonably withheld;
  - (3) I am responsible for the cost of any Specialised Equipment and I am the sole unencumbered owner of it;
  - (4) the Specialised Equipment conforms to the 'look and feel' of the Team Uniform; and
  - (5) except in the case of running shoes, unless the supplier and/or manufacturer of the Specialised Equipment is a CGA Sponsor for the product category for the Specialised Equipment, the Specialised Equipment will not bear the name, logo or other form of identification of the manufacturer and/or supplier of the Specialised Equipment.
- 17.6 I will not use, wear or permit to be used or worn for any Commercial Purpose without the prior written permission of CGA any or all of:
- (1) the Team Uniform at any time; or
  - (2) Specialised Equipment during the Games Period; and
- including in either case reproductions and obvious imitations.

**18. GAMBLING**

- 18.1 I will not:
- (1) appear in, participate in or permit my Image to be used for or in connection with the endorsement, promotion or marketing of any betting or gaming agency which accepts any bet or gambling activity on Games events or performances.
  - (2) participate or assist (either directly or indirectly) in any gambling or betting activities associated with the staging of any performance or event at the Games.
- 18.2 In the event that any betting or gambling agency uses without my consent my Image in a manner contemplated under this clause 18, then CGA has the sole right to determine whether any action should be taken to terminate such misuse or unauthorised use or settle any action, proceeding or claim brought by CGA to terminate or cease such misuse or unauthorised use.

**19. GAMES ACCOMMODATION**

- 19.1 I will reside in the designated accommodation in the Games Accommodation during any period specified by the Chef de Mission during the Games Period, or at such other location as directed or approved by the Chef de Mission.
- 19.2 If I wish to reside in alternative accommodation to that specified pursuant to clause 19.1 I must seek approval in writing from the Chef de Mission and bear the costs associated with that alternate accommodation.
- 19.3 The Chef de Mission will only consider approving alternate accommodation requests where I can demonstrate that:
- (1) no costs will be incurred or suffered by CGA in relation to accommodation, food and ground transport;
  - (2) I, and if I am a minor then my parents or guardians, have signed a Deed of Release and Indemnity in favour of CGA indemnifying CGA and such other persons as CGA may require and acknowledging that:
    - (a) I have been advised by CGA not to stay outside the Games Accommodation due to the increased security and safety risks;
    - (b) CGA will not in any way be held responsible or liable for my safety, transport, accommodation or any other arrangements whatsoever which relate to my being accommodated outside the Games Accommodation; and
    - (c) I am (and if I am a minor my parents and guardians are) willing to accept full responsibility for my safety and wellbeing; and
  - (3) exceptional circumstances (as solely determined by the Chef de Mission) exist.

**20. INSURANCE**

- 20.1 CGA will effect limited insurance for the benefit of myself and members of the Team. The benefits are subject to the terms and conditions of the relevant insurance policies, which are available on request and are summarised in Schedule 3.
- 20.2 Notwithstanding that CGA will effect limited insurance for the benefit of myself and members of the Team, I acknowledge and understand that it is my responsibility to satisfy myself as to my insurance needs in relation to my membership of the Team and further, that CGA strongly recommends that I take out insurance to cover me for medical and like expenses arising out of any injury or illness I may suffer whilst a member of the Team and agree that I am solely responsible for all such expenses and any loss of income consequent upon any injury or illness.
- 20.3 I agree that CGA is not responsible for medical and like expenses in Australia and overseas or for any loss of income arising out of any injury or illness I may suffer whilst a member of the Team and that the release and indemnity contained in clause 20 includes me, amongst other things, from claiming any such medical and like expenses and loss of income from CGA.

**21. RELEASE AND INDEMNITY**

- 21.1 I acknowledge that my travel to and from Gold Coast and my consequent stay in Gold Coast in connection with the Games is of my own choice and free will and for my participation in sport and my pursuit of, and engagement in, enjoyment, relaxation and leisure. I further acknowledge and agree that training for, and competing in, my sport at the Games involves risks to my health, safety and life and that I voluntarily assume those risks.
- 21.2 I further acknowledge that CGA has affected insurance for the benefit of all members of the Team and that this has been summarised in Schedule 3. I agree that I am aware that there are limitations applying to this insurance cover and, for example, it excludes claims for loss in relation to acts of terrorism, including nuclear, chemical or biological terrorism.
- 21.3 I accordingly agree that should CGA be liable to me for any reason in connection with the acts or omissions to act for which it is responsible in connection with the administration, management and/or operation of the Team and/or my participation in the Games, then CGA's liability is and will be limited to the quantum of damages properly payable to me (if any) under the above mentioned CGA insurance and I hereby:
- (1) irrevocably release and discharge CGA and its agents and officers from and against all liability for death or personal injury whatsoever (including any liability by virtue of section 37(2) of the Wrongs Act 1958 (Vic) or State or Territory equivalent provision) in excess of that quantum of loss and damages properly payable to me under the insurances effected by CGA for the benefit of all members of the Team; and
  - (2) agree that, should I or my personal legal representatives commence legal proceedings against any third party in respect of any loss and damage for death or personal injury of any kind I may suffer as a result of the acts or omissions to act of any person for whom CGA is responsible in connection with the administration, management and/or operation of that Team and/or my participation in the Games and, as a result of which, CGA is joined as a party to that proceeding or otherwise there is sought contribution or indemnity from CGA in connection with its acts or omissions to act in connection with the administration, management and/or operation of the Team and/or my participation in the Games, I promise to indemnify and keep indemnified CGA from and against all actions, suits, causes of action, proceedings, claims, demands, damages, costs and expenses whatsoever arising in connection with the said legal proceeding or claim for contribution or indemnity.
- 21.4 This limitation on liability, release and indemnity applies notwithstanding that any loss and damage I may suffer may be the result of any breach of an express or implied warranty that any goods or services to be provided by or on behalf of CGA will be rendered and provided with reasonable care and skill, fit for a purpose and of merchantable quality.

**22. RESTRAINT OF TRADE**

I acknowledge and agree that this Agreement restricts my absolute freedom to exploit my Image, person and performance at the Games and I acknowledge and agree that such restrictions are necessary and reasonable in the public interest and for the purposes of protecting the sources of income from marketing and fundraising, from which I receive benefit and which are necessary to fund:

- (1) the staging of the Games;
- (2) the operations of CGF and CGA in facilitating the Games and the Team; and
- (3) the development and participation of competitors in future Commonwealth Games.

**23. BREACH OF AGREEMENT**

- 23.1 During the Games Period I acknowledge and agree that the Chef de Mission, in consultation with the Team General Managers or CGA CEO, has the power to determine whether there has been a breach of this Agreement and in his or her absolute and unfettered discretion do any one or more of the following:
- (1) terminate my membership of the Team;
  - (2) terminate this Agreement;

- (3) require me to leave the Games and/or the Games Village or Games Accommodation;
- (4) exclude me from competition;
- (5) cancel any of my Benefits;
- (6) cancel or impound my Games identity card or accreditation; and/or
- (7) suspend me from participation in CGF or CGA events or CGA sanctioned events in future.

- 23.2 In addition to and without limiting the Chef de Mission's powers in clause 23.1, financial penalties may be imposed against me by CGA in respect of CGA financial or other support provided to me where there has been a breach by me of this Agreement. The decision by CGA to impose such a penalty will be made by the CEO of CGA in his or her absolute and unfettered discretion and may be based solely on the determination made pursuant to clause 23.1.
- 23.3 The provisions of clauses 23.1 and 23.2 do not limit and are without prejudice to any other remedies and relief that may be available to GCA under this Agreement or otherwise at law and in Equity.
- 23.4 The Chef de Mission may delegate his or her powers and responsibilities under this clause 23 to the Team General Managers and in that case a determination and sanction given by any person having such delegated power shall be as binding as if given by the Chef de Mission personally.
- 23.5 If I am accused of breaching this Agreement I will have an opportunity to meet with the Chef de Mission, Team General Managers or CGA CEO (as the case may be) to discuss the matter and answer the accusation before a decision and sanction is made against me.
- 23.6 The Chef de Mission, Team General Managers or CGA CEO (as the case may be) may avail him or herself of and rely on such information as he or she deems fit in reaching a determination and sanction as contemplated under clause 23.1, including any information that may be obtained from any Team Members, Assistants, complainant and any other person.
- 23.7 Any person complaining to the Team or CGA about my conduct will receive a response and a determination in respect of the complaint, unless the complaint made is determined by CGA as frivolous or vexatious.
- 23.8 I acknowledge and agree that any decision and exercise of power pursuant to this clause 23 is final, conclusive and binding.

## **24. AGENT AND ATTORNEY**

- 24.1 I agree to appoint the CEO of CGA or his or her nominee, as my agent and attorney to commence in my name all actions, suits, causes of action, proceedings, claims and demands which are reasonably necessary (without obligation on CGA to do so) against any person or entity, using my likeness, image, name, person or performance at the Games which may cause me to be in breach of the restrictions and obligations contained in clauses 15 and 18, irrespective of my prior consent or agreement to such use.
- 24.2 If I have not agreed or consented to such use by a person or entity under clause 24.1, CGA will be responsible for and will indemnify me and keep me indemnified from and against all costs, expenses and any judgment or damages awarded against me arising out of any such proceedings, suits or actions.

## **25. DISPUTE RESOLUTION**

- 25.1 Except as provided in clause 23, in the event of any dispute relating to this Agreement or any matter arising in relation to it and whether arising during or after the term of the Agreement will be determined solely in accordance with the provisions of this clause 25.
- 25.2 In the event of a dispute under or arising out of this Agreement the aggrieved party must deliver a written notice to the other party and the President of CGA within 14 days of the Dispute setting out:
- (1) the nature of the Dispute including all relevant facts and any relevant law;
  - (2) the relief the aggrieved party seeks; and
  - (3) the arguments of the aggrieved party in support of that relief.

- 25.3 Within 14 days of receipt of such notice the President of CGA will appoint a grievance committee consisting of three persons chosen by him or her to hear and determine the Dispute.
- 25.4 The Grievance Committee must meet to hear and determine the Dispute at such place and time as is agreed between its members but as soon as practicable after their appointment. The Grievance Committee will determine the rules and procedure that will apply to the hearing of the Dispute and they may elect to conduct it on written submissions or other means they deem appropriate.
- 25.5 A party to the Dispute may appoint any person to act on their behalf in the proceedings before the Grievance Committee.
- 25.6 The Grievance Committee will deliver its decision in writing.
- 25.7 If a party to the Dispute wishes to appeal the decision of the Grievance Committee that party must give notice in writing to the President of CGA of that desire. No right of appeal exists except as provided under the following provisions of this clause 25.
- 25.8 Any appeal will be heard by CAS in accordance with the Code of Sports-related Arbitration and the appealing party must pay the costs of CAS before the hearing date is set. If the party fails or refuses to pay such costs the appeal will lapse and be deemed abandoned.
- 25.9 CAS will rule on its jurisdiction and has exclusive power to order provisional and conservatory measures. The decisions of CAS will be final.
- 25.10 In the interests of speedy and expert resolution of any Disputes I hereby surrender any right I may have to commence proceedings in a court in relation to any such Dispute or to file any appeal, review or recourse to any state court or other judicial authority from any arbitral award, decision or ruling issued in accordance with the applicable procedures under this clause 25. In particular, and without restricting the generality of the foregoing and for further and better assurance notwithstanding that such provisions have no applicability, I agree that neither party will have the right of appeal under section 38 of the Commercial Arbitration Act, 1984 (Vic) or equivalent in any of the Australian states or to apply for the determination of a question of law under section 39(1)(a) of such Act (as amended)

## **26. AGREEMENT NOT TO SUE ASSISTANTS**

- 26.1 I acknowledge and agree that:
- (1) CGA's activities resulting in my and the Team's participation in the Games are dependent on the efforts of the Assistants, who generally provide voluntary and unpaid services which are necessary for the preparation and participation of Team Members in the Games;
  - (2) the provision of these services is essential to the functioning of the Team and its and my participation in the Games;
  - (3) the Assistants provide their time and services to further Australian sport and to assist Australian athletes who participate in the Games in the expectation that they will not incur any personal liability as a result thereof; and
  - (4) if I or any other member of the Team were to commence legal proceedings against:
    - (a) any Assistant or Assistants in connection with his, her or their acts or omissions to act in connection with the administration, management and/or operation of the Team and/or Australia's participation in the Games; or
    - (b) a third party who in turn joins any Assistant or Assistants as a party to that proceeding or otherwise seeks contribution or indemnity from any Assistant or Assistants in connection with his, her or their acts or omissions to act in connection with the administration, management and/or operation of the Team and/or Australia's participation in the Games and in respect of my claim or claims against the third party,

then not only would potential Assistants be discouraged from volunteering to support and assist future Australian Commonwealth Games Teams, but CGA resources would have to be applied towards those legal proceedings rather than to promoting and assisting sport, causing irreparable harm and damage to CGA and the Commonwealth Games Movement.



- 26.2 Recognising my acknowledgement and agreement in clause 21.2 that CGA will effect insurance for the benefit of myself and the remainder of the Team as detailed in Schedule 3, I promise that I will not commence any legal proceeding against any Assistant in respect of his or her acts or omissions to act in connection with the administration, management and/or operation of the Team and/or Australia's participation in the Games. I expressly agree that my promise in this clause 26.2 extends to cover all and any loss, damage or injury of any kind I may suffer whether arising directly or indirectly from any act, neglect or fault (whether negligent or otherwise) on the part of the Assistants or any of them in connection with the administration, management and/or operation of the Team and/or Australia's participation in the Games.
- 26.3 Should I breach, or threaten to breach, my promise contained in clause 26.2, I acknowledge and agree that irreparable harm and damage will be caused to CGA and the Commonwealth Games movement in Australia and in these circumstances, I irrevocably agree:
- (1) that CGA may bring injunctive proceedings against me to restrain me from breaching my promise;
  - (2) to the granting of a permanent injunction restraining me from commencing or continuing any proceeding I have commenced against the Assistant or Assistants concerned;
  - (3) to an order being made against me by the Court in the injunctive proceedings for costs on a solicitor-own client basis; and
  - (4) that this Agreement and this clause 26 may be produced by CGA as conclusive proof of my promise and my consent detailed above.
- 26.4 To the maximum extent legally possible and without in any way derogating from the rights of CGA conferred by the remainder of this clause 26, I acknowledge that CGA holds the benefit of the promises in this clause 26 upon trust for:
- (1) CGA; and
  - (2) each and every Assistant.

## **27. MISCELLANEOUS**

### **27.1 Relationship Between the Parties**

Nothing in this Agreement shall be construed to mean the parties have an employee/employer relationship, or any relationship other than as independent contracting parties. Except as expressly provided in this Agreement, it is agreed and acknowledged that no party has the authority or power for or on behalf of the other party to enter into any contract, to incur debts, to accept money, to assume any obligations or to make any warranties or representations whatsoever.

### **27.2 Confidentiality**

The parties agree that this Agreement, and the terms contained in this Agreement will remain confidential between the parties.

### **27.3 Application**

This Agreement applies to and binds my heirs, executors, assigns and personal representatives.

### **27.4 Proper Law**

This Agreement is governed by the laws applicable in the state of Victoria.

### **27.5 Severance**

If any provision of this Agreement or its application is or becomes invalid or unenforceable then the remainder of this Agreement and the application thereof will not be affected and will continue to be valid and enforceable to the fullest extent permitted by law or equity.


### **27.6 Entire Understanding**

The parties agree that this Agreement, the Governing Rules and all other documents, policies and rules incorporated into this Agreement by reference constitute the whole agreement between the parties.

**Executed as an agreement.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201


**SIGNED** for and on behalf of )  
**COMMONWEALTH GAMES AUSTRALIA** )  
**(ABN 55 165 736 898)** by its duly authorised )  
officer in the presence of: )



\_\_\_\_\_  
Authorised Officer

Craig Phillips - CEO

\_\_\_\_\_  
Name and Office of Officer



\_\_\_\_\_  
Witness

Dianne O'Neill

\_\_\_\_\_  
Witness Name

**SIGNED** by )

in the presence of: )

\_\_\_\_\_  
Athlete

\_\_\_\_\_  
Athlete Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness Name

**SCHEDULE 1**

**Parents/Guardians Acknowledgement for Minors**

In consideration of CGA:

- (a) appointing .....("athlete")  
as named in the attached 2018 Team Membership Agreement - Athlete ("agreement"), and
- (b) providing the athlete with the benefits described in the agreement;

I/we, the undersigned parents/guardians of the athlete agree (and if more than one, jointly and severally agree):

1. the athlete is under the age of 18 years as at the date of signing the agreement;
2. I/we have read and understood the agreement and have fully explained to the athlete the terms and effects of the agreement. To this end I/we have had the opportunity to obtain independent legal advice as to the terms and effects of the agreement in order to clarify any doubts or concerns I/we may have had in this regard. I/we have signed this document having received independent legal advice or having waived the right to obtain advice on the basis we fully understand the meaning and effect of this agreement.
3. the athlete has read the agreement and, together with the benefit of our full explanation, understands its terms and effects and agrees to be bound by it;
4. I/we agree with, consent to, and authorise CGA entering into the agreement with the athlete;
5. to guarantee the athlete's complete and punctual performance of the agreement, including in respect of any release and indemnity in the agreement provided by the athlete in favour of any person;
6. to indemnify and keep indemnified CGA, its agents and officers, and every Assistant (as defined in the agreement) ("the indemnified") from and against all loss, damage, liability, costs and expenses suffered and incurred by and of the indemnified due to, resulting or arising out of the athlete's failure to perform or uphold any provision(s) of the agreement, including where the athlete's non-performance is because the athlete elects to void the agreement or the agreement is otherwise held to be void; and
7. the athlete's membership of the 2018 Australian Commonwealth Games Team may be terminated and benefits under the agreement may be withdrawn or refused if the athlete breaches the agreement.

Signed by the Parent/Guardian )  
In the presence of:

)

\_\_\_\_\_  
(Witness' signature)

\_\_\_\_\_  
(Parent/Guardian's signature)

\_\_\_\_\_  
(Name of Witness)

\_\_\_\_\_  
(Name of Parent/Guardian)

\_\_\_\_\_  
(Address of Witness)

\_\_\_\_\_  
(Address of Parent/Guardian)

## SCHEDULE 2

### Extracts of Governing Rules

Note: For the avoidance of doubt, definitions of words, phrases, expressions or entities in this Schedule 2 are taken from each parent document referred to and may differ. The applicable definition is that found in each parent document e.g. CGA Constitution, CGF Constitution etc.

#### I **CGA Constitution** (relevant extracts provided below):

#### 4. OBJECTS

The objects of the Association shall be as follows;

- 4.1 To administer, control and co-ordinate the participation of Program Sports and their respective athletes and officials in the Games.
- 4.2 To create interest in, and promote the ideals of the Games throughout Australia.
- 4.3 To ensure, through the bodies in Australia controlling those sports conducted at the Games, the proper and adequate representation of and participation by Australia at the Games.
- 4.4 To represent Australia at congresses of the Federation and upon other bodies and to other persons concerned in the conduct and promotion of the Games.
- 4.5 To strive to ensure that all sports on the Games program are kept free of performance enhancing drugs.
- 4.6 To implement such drug testing programs as the Association deems appropriate and to supply to Program Sports information about such programs and to support and uphold the drug testing programs of the Federation, and the Program Sports.
- 4.7 To ensure that the good name and well-being of the Association and the Games is not denigrated or damaged in any way by unbecoming conduct of organisations and/or individuals associated with the Games.
- 4.8 To abide by and uphold the Constitution of the Federation.
- 4.9 To do all other things which are considered necessary to further the aims and objects of the Association.

#### 5. POWERS

The powers of the Association shall be those of a natural person and without limiting the generality of the foregoing shall be:

- 5.3 To control the appointment of personnel to represent Australia at the Games including, athletes, managers, officials, coaches, medical and paramedical personnel and any other personnel deemed by the Executive necessary to carry out the objects of the Association.
- 5.15 To co-operate and liaise with bodies and persons charged with the preparation for and conducting of the Games and to undertake and carry out specific duties and responsibilities for the preparation and conduct of such Games.
- 5.16 To arrange for drug testing on Team Members either during competition or at such other times as the Board of Management may deem appropriate and to impose sanctions in accordance with the policies from time to time adopted by the Board.
- 5.18 To fine, reprimand, suspend, expel or otherwise deal with a Member or a Team Member who is in breach of the terms of this Constitution.

#### 14. SELECTION OF TEAM MEMBERS

- 14.1 Notwithstanding anything in this Constitution contained to the contrary, the control of the selection and appointment of Team Members shall be vested in and exercised by the Board of Management of the Association.

14.2 Team membership is subject to the selected member signing the Association's Team Agreement.

14.3 The Association shall recognise any sanction placed upon a Team Member by a Program Sport.

17. ANTI-DOPING BY-LAW

17.1 The Association shall recognise and support the anti-doping policies as adopted from time to time by the Federation and the Program Sports.

17.2 The Anti-Doping By-Law of the Association shall apply to and shall control the actions of all athletes and officials under the control of the Association during the Games and whilst such athletes are under the control of the Association pursuant to the Team Agreement.

**CGA Anti-Doping By-Law is set out in Schedule 5 of this Agreement**

18. CGA BY-LAW

Athletes appointed to Australian Commonwealth Games Teams must be Australian citizens and it is a condition for selection to the Australian Commonwealth Games Team.

**II CGF Constitution** (relevant extracts provided below):

**BYE-LAW 17**

**Eligibility**

- 1 Subject to Article 24(2), as a condition of entry to compete in the Commonwealth Games, all competitors must be citizens or subjects of the Commonwealth country that enters them and must:
  - 1.1 not be currently under disqualification or suspension by the Federation, or their respected Affiliated CGA or International Federation (IF) or under the World Anti-Doping Code;
  - 1.2 comply with all applicable rules and regulations of the Federation, their respective IFs and the World Anti-Doping Code as may be modified and applied by the Federation to ensure that the overriding principles of the Commonwealth Games are observed.
- 2 Subject to Bye-Law 17 (3), where a competitor was born in a Commonwealth Country that has common citizenship/passport with other Commonwealth Countries, the competitor may initially represent either the competitor's Commonwealth Country of birth; or the Commonwealth Country of birth of his or her father or mother that shares the same citizenship/passport.
- 3 After having represented one Commonwealth Country at the Commonwealth Games, a competitor may not represent another Commonwealth Country unless he or she receives the approval of the Federation, the relevant IF and the Affiliated CGAs of the two Commonwealth Countries concerned. Applications under this article must be submitted to the Executive Board at least 12 months prior to the commencement of the Games.
- 4 It is the responsibility of all Affiliated CGAs to ensure that their competitors are fully aware of and comply with the eligibility rules of the Federation.
- 5 The Executive Board shall have the power to waive the provisions of Bye-Law 17(1-3) in its discretion.

**III COMMONWEALTH GAMES MANUAL – Accreditation (ACR13)**

Under no circumstances, throughout the duration of the Games, may an athlete, coach, official, press attaché or any other accredited participant also be accredited or act as a journalist or in any other media capacity.

**IV REGULATION 8 (GFS10) Rules Relating to Identification on Personal Competition Clothing and Personal Equipment**

There shall be no advertising or publicity on personal equipment and competition clothing used or worn at the Commonwealth Games or Commonwealth Youth Games.

Identification of the manufacturer (name and/or logo) of the equipment and or clothing may appear, if not marked conspicuously for advertising purposes as follows.

The word 'identification' means the normal display of the name, designation, trademark, logo or any other distinctive sign of the manufacturer of the item, appearing not more than once per item.

- **Manufacturer's Identification:** The identification of the manufacturer shall not appear more than once per item of clothing and equipment.
- **Clothing:** One identification of the manufacturer (logo, name or combination) may appear on each article of clothing worn by athletes, officials or judges (vest, shorts, track-suits etc), the maximum area of which shall be 20 square centimetres.

No other form of advertising or sponsorship on clothing shall be permitted with the exception that a graphic or figurative logo of the manufacturer (not including the name of any text) may also be used as a decorative design mark once, or repeatedly as a strip not exceeding 10 centimetres in width in one of the following positions, provided such use does not, in the opinion of the CGF, in its absolute discretion, dominate or unduly detract from the appearance of the article of clothing:

- Across the bottom of the sleeves
- On the outer seam of the sleeves
- Down the outer seams of the garment
- **Equipment:** Manufacturers identification shall not exceed 10 per cent of the surface area of the equipment that is exposed during competition and shall not be more than 60 square centimetres.
- **Headgear (goggles, hats, helmets, sunglasses, swimming caps, etc) and gloves:** Any identification of the manufacturer shall not exceed 6 square centimetres.
- **Shoes:** The normal distinctive design pattern of the manufacturer is permitted. The manufacturer's name and/or logo may also appear, up to a maximum of 6 square centimetres, either as part of the normal distinctive design pattern or independent of the normal distinctive design pattern.

The rules will be applied to the following areas and activities at the Commonwealth Games and Commonwealth Youth Games ...:

- Back of House at a Competition Venue
- Medal/Victory Ceremonies
- On the Field of Play
- Opening & Closing Ceremonies, i.e. back of house and on the field of play
- Team Welcome Ceremonies

These rules take precedence over any International Federation rules unless advised otherwise by the Executive Board.

## V ANTI-DOPING

CST Article 29	<p><b>Anti-Doping</b></p> <ol style="list-style-type: none"> <li>1. The Executive Board shall establish a Federation Anti-Doping Standard (ADS) in accordance with the WADA Anti-Doping Code. The Executive Board is authorised to amend the Federation ADS from time to time.</li> <li>2. The Federation ADS and any amendments to it shall be made available to all Affiliated CGAs as soon as practicable after being finalised.</li> <li>3. The policies and procedures relating to doping controls at the Commonwealth Games shall be set out in the Games Manual – Doping Control from time to time.</li> <li>4. Any dispute arising under or in connection with the interpretation or application of the Federation ADS or the Games Manual – Doping Control shall be solely and exclusively resolved according to the procedures established in the Games Manual – Doping Control, as amended from time to time.</li> </ol>
HCC 21	<p><b>Prohibited Substances and Prohibited Methods</b></p> <p>(a) The CGA, the OC and the Host City will adopt and implement drug testing</p>

	<p>regulations and anti-doping procedures in accordance with the Games Manual – Anti-Doping including, the Anti-Doping Standard, the Constitution and CGF Documents as in force from time to time.</p> <p>(b) The CGA and the OC shall ensure that a WADA accredited doping control laboratory is located in close proximity to the Host City.</p> <p>(c) The OC will be responsible for organising and carrying out tests for banned substances and banned techniques including, without limitation, blood doping, using the WADA accredited doping control laboratory referred to in clause 21(b) or as otherwise directed by the CGF Executive Board.</p>
DOP01	<p>The CGF's Medical Commission will:</p> <ul style="list-style-type: none"> <li>• Monitor the testing and collection procedures for prohibited substances and prohibited methods;</li> <li>• Recognise the results of laboratory analysis of testing conducted by Anti-Doping Organisations in accordance with the World Anti-Doping Code;</li> <li>• Report any Adverse Analytical Finding to the Federation Court;</li> <li>• Investigate any other Anti-Doping Rule Violation and if there is a case to be answered report to the Federation Court;</li> <li>• Deal with any dispute regarding gender of a competitor; and</li> <li>• Address any problem in the Medical Services pertaining to the Federation.</li> </ul>
DOP02	The OC shall as directed by the Federation organise the carrying out of tests for Prohibited Substances and Prohibited Methods in accordance with Article 6 of the World Anti-Doping Code.
DOP03	The OC may delegate responsibility for carrying out tests for Prohibited Substances and Prohibited Methods to an Anti-Doping Organisation providing that the CGF is a party to all contracts the OC enters into with the relevant Anti-Doping Organisation.
DOP04	The OC and the Honorary Medical Adviser, in consultation with the International Federations and/or WADA, determine test distribution planning during the Games Period and will apply those standards of testing consistent with the WADA International Standard for testing. The final test distribution shall be as directed/approved by the CGF's Honorary Medical Adviser.
DOP05	The WADA list of Prohibited Substances and Prohibited Methods shall apply. Prohibited Substances and Prohibited Methods mean those substances and methods included in the Prohibited List under the World Anti-Doping Code.

## VI CGA COMMERCIAL ACTIVITIES BY-LAWS (relevant extracts provided below):

### 2. DEFINITIONS

<b>"Athlete"</b>	<p>means:</p> <p>(a) any Person who competes or participates in sport under the authority of a <i>National Sporting Organisation</i>; or</p> <p>(b) any Person who is registered as an <i>Athlete</i> or competitor or participant (however described) with a <i>National Sporting Organisation</i> or with a member of a <i>National Sporting Organisation</i> or a club recognised by a <i>National Sporting Organisation</i>.</p>
<b>"Athlete Support Personnel"</b>	means any coach, trainer, manager, agent, team staff, official, medical, paramedical personnel, parent or any other <i>Person</i> working with, treating or assisting an <i>Athlete</i> participating or preparing for a <i>Sport Competition</i> .
<b>"Director"</b>	means a member of the board of people that manages and oversees the affairs of a <i>National Sporting Organisation</i> .
<b>"Games Period"</b>	means the period commencing on the earlier of:

	<p>(a) the date a <i>Team Member</i> receives his or her <i>Games</i> accreditation; or</p> <p>(b) the opening of the official <i>Games</i> accommodation,</p> <p>and ends at midnight the day after the closing ceremony of the <i>Games</i> or on such later date as the <i>Person</i> is formally discharged from the relevant <i>Team</i>.</p>
<b>"National Sporting Organisation"</b>	means any organisation that is (or was at the time of the alleged breach of this By-Law) a member of <i>CGA</i> , and includes any <i>Program Sport</i> .
<b>"Prohibited Purpose"</b>	<p>means:</p> <p>(a) a commercial purpose; or</p> <p>(b) an advertising, licensing, marketing, fundraising, or promotional purpose; or</p> <p>(c) would cause a reasonable person to believe that a particular <i>Person</i> has a sponsorship agreement with or, is associated with, or relates to –</p> <ol style="list-style-type: none"> <li>i. the <i>Team</i>; or</li> <li>ii. a <i>Games</i>-related entity; or</li> <li>iii. the <i>Games</i>; or</li> <li>iv. <i>CGA</i>; or</li> <li>v. <i>CGF</i>; or</li> <li>vi. an event or program associated with the <i>Commonwealth Games</i> whether or not the event or program relates to sport.</li> </ol>
<b>"Team"</b>	means any Australian <i>Commonwealth Games</i> Team, Australian Youth Commonwealth Games Team or other team selected by <i>CGA</i> .
<b>"Team Member"</b>	<p>means:</p> <p>(a) a member of a <i>Team</i> including a <i>Team Member</i> notified by <i>CGA</i> or by signing an <i>Athlete</i> or <i>Athlete Support Personnel</i> <i>Team Membership Agreement</i>; or</p> <p>(b) a person advised by a <i>National Sporting Organisation</i> to <i>CGA</i> as a person considered suitable as a member of a <i>Team</i> and recognised as such by <i>CGA</i>.</p>

## 6. GAMES PERIOD

6.1. During the *Games Period* a *National Sporting Organisation*, *Team* and any *Athlete*, *Athlete Support Personnel* or *Director* who is a member or representative of, connected to, or otherwise reasonably considered to be associated with that *National Sporting Organisation* shall not:

- (a) authorise; or
- (b) permit; or
- (c) conduct; or
- (d) organise; or
- (e) promote; or
- (f) participate in; or
- (g) hold out to be in,

any activity or program for, relating to, or involving, a *Prohibited Purpose* without the prior written consent of an *Authorised Person*.



**SCHEDULE 3****Benefits to be provided to Team members**

- (a) Return travel to Gold Coast as determined appropriate by CGA.
- (b) Limited insurance as determined by CGA and provided by AHI Assist. Full details of cover and a Product Disclosure Statement are available on request from CGA and are summarised as follows:

<i>Benefit</i>	<i>Sum insured per person (AUD\$)</i>
Personal Accident – Capital Benefits (Death, Loss of Limbs, Total Disablement)	Up to \$500,000
Weekly Benefits – Accident Only (no cover for illness)	Up to \$500 per week – maximum of 156 weeks
Medical expenses in Australia	Up to \$10,000, being to 85% of expense incurred, excluding Private Health cover claims and excluding costs recoverable from Medicare, which are not claimable due to Australian legislation. \$50 excess for each and every claim. Any costs must be claimed within 12 months of the injury.
Medical expenses overseas – (only for those travelling from overseas domiciles; cover commences once the journey has begun)	Unlimited – cover does not apply within Australia and/or Country of Residence.
Additional and/or Forfeited Expenses	Up to \$100,000
Missed transport connection	Up to \$10,000
Baggage, Travel Documents, Money and Credit Cards	Up to \$10,000 – limit any one item of \$5,000
Electronic Equipment	Up to \$5,000 – an Excess of \$250 applies
Loss of Deposits and Cancellation Charges	Up to \$10,000
Kidnap, Detention, Extortion and Ransom	Up to \$250,000
Hire car excess expenses	Up to \$10,000
Personal liability	Up to \$10,000,000
Evacuation Cover and Personal Safety (only for those travelling from overseas domiciles)	Up to \$50,000 – cover does not apply within Australia and/or Country of Residence.
<p>Scope of cover:</p> <ul style="list-style-type: none"> <li>a) Whilst attending any authorised pre-Games CGA conducted events in Australia or overseas between the time of selection and departure for travel to the Games; this does <u>not</u> include any pre-Games training camps organised by your Sport</li> <li>b) Whilst travelling to and from the Games as a Team Member by the most direct route where the fare is provided/covered by CGA;</li> <li>c) During the Games, whilst accommodated in the Games accommodation (Games Village or alternative venues as organised by CGA) and attending authorised Team functions and to Team duties; and/or</li> <li>d) Whilst participating in authorised post-Games events conducted by or approved by CGA.</li> </ul> <p>Note:</p> <p>Any emergency and essential healthcare or injuries sustained during the Games Period that are treated by CGA or Games medical staff during the Games Period will be at no cost at a designated clinic/polyclinic/public hospital. Any medical expenses incurred after the Games Period has concluded for an injury treated during the Games Period will be subject to the provisions of the CGA insurance policy as per “Medical Expenses in Australia” above. Any injuries sustained during pre-Games training camps are not covered under the CGA policy. Please refer to your Sport’s policy. If an injury has not been initially treated or reported during the Games Period, it will not be claimable under the CGA policy.</p>	

- (c) Accommodation in the Village or in a location as determined by the CGA.
- (d) The benefit of training, coaching and other preparation and support for the Games (as appropriate).
- (e) Administrative support to permit the Athlete's participation in the Games, including accreditation and obtaining access to training and Games venues.
- (f) Team uniform, training and competition apparel and equipment (including maintenance thereof as appropriate) and other items of clothing in CGA's discretion.
- (g) Assistance with authorised media and sponsorship obligations, as determined appropriate in CGA's discretion.

**SCHEDULE 4****Athlete's Sponsorship Arrangements**

[To be completed by athlete]

<b>Name of Sponsor</b>	<b>Term of Sponsorship</b>	<b>Athlete's Obligations to Sponsor</b>

## SCHEDULE 5

### COMMONWEALTH GAMES AUSTRALIA

#### ANTI-DOPING BY-LAW

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#### 1. WORLD ANTI-DOPING CODE

- 1.1. Commonwealth Games Australia (CGA) is a *Signatory* to the *Code* and, as such, is responsible for assisting ASADA in initiating, implementing and enforcing the *Doping Control* process and fulfilling all its obligations under the *Code* and the *International Standards*.
- 1.2. This By-Law is adopted and implemented as a result of CGA's commitment to the purposes of the World Anti-Doping Programme of WADA and the *Code*. It is in conformance with CGA's responsibilities under the *Code* and in furtherance of CGA's continuing efforts to eradicate doping in Australia.

#### **Fundamental Rationale for the Code and CGA's Anti-Doping By-Law**

Anti-Doping programs seek to preserve what is intrinsically valuable about sport. This intrinsic value is often referred to as "the spirit of sport". It is the essence of Olympism, the pursuit of human excellence through the dedicated perfection of each person's natural talents. It is how we play true. The spirit of sport is the celebration of the human spirit, body and mind, and is reflected in values we find in and through sport, including:

- Ethics, fair play and honesty
- Health
- Excellence in performance
- Character and education
- Fun and joy
- Teamwork
- Dedication and commitment
- Respect for rules and laws
- Respect for self and other *Participants*
- Courage
- Community and solidarity

Doping is fundamentally contrary to the spirit of sport.

- 1.3. Under the *Code*, CGA has roles and responsibilities including the following:
- (1) To ensure that its anti-doping policies and rules conform with the *Code*.
  - (2) To respect the autonomy of the *National Anti-Doping Organisation* in its country namely, ASADA and not to interfere in its operational decisions and activities.
  - (3) To require as a condition of membership or recognition that *National Sporting Organisations'* anti-doping policies and rules are in compliance with the applicable provisions of the *Code*.
  - (4) To require *National Sporting Organisations* to report any information suggesting or relating to an *anti-doping rule violation* to ASADA and their *International Federation* and to cooperate with investigations conducted by any *Anti-Doping Organisation* with authority to conduct the investigation.

- (5) To require as a condition of participation in the *Games* as a member of a *Team* that, at a minimum, *Athletes* who are not regular members of a *National Sporting Organisation* be available for *Sample* collection and to provide whereabouts information as required by the International Standard for Testing and Investigations as soon as the *Athlete* is identified on the list or subsequent entry document, such as an *Athlete* and/or *Official Team Membership Agreement*, submitted in connection with the *Games*.
- (6) To fully cooperate with and assist *ASADA* to vigorously pursue all potential *anti-doping rule violations* within its jurisdiction, including fully cooperating with any investigation *ASADA* is conducting into whether *Athlete Support Personnel* or other *Persons* may have been involved in each case of doping.
- (7) To require each of its *National Sporting Organisations* to establish rules requiring each *Athlete Support Personnel* who participates in a *Competition* or activity authorised or organised by the *National Sporting Organisation* or one of its member organisations to agree to be bound by anti-doping rules and *Anti-Doping Organisation* results management authority in conformity with the *Code* as a condition of such participation.
- (8) To promote anti-doping education, including requiring *National Sporting Organisations* to conduct anti-doping education in cooperation with *ASADA*.
- (9) To co-operate with relevant national organisations and agencies and other *Anti-Doping Organisations*.
- (10) To have disciplinary rules in place to prevent *Athlete Support Personnel* who are Using *Prohibited Substances* or *Prohibited Methods* without valid justification from providing support to *Athletes* within the *CGA's* authority.

## 2. APPLICATION OF ANTI-DOPING BY-LAW

### 2.1. This By-Law applies to:

- (1) The members of *CGA's Executive*; members of any commission or committee established pursuant to the Constitution of the *CGA*; members of the Commonwealth Games Federation (*CGF*) (if any) who are citizens of Australia; officers, employees, interns and volunteers of *CGA*;
- (2) *Athletes*;
- (3) *Team Members*;
- (4) *Youth Commonwealth Games Team Members*;
- (5) *Athlete Support Personnel or Officials*;
- (6) Any other *Person* under *CGA's* authority; and
- (7) *National Sporting Organisations*.

### 2.2. Sanctions are applicable in the event of any *anti-doping rule violation* or other breach of this By-Law.

### 3. OBLIGATIONS

#### 3.1. All *Athletes* must:

- (1) comply with all applicable anti-doping policies and rules, namely the *Code*, the *International Standards*, this By-Law and the policies and rules of the *CGA*, the *CGF*, *ASADA* and their *National Sporting Organisation* and *International Federation*;
- (2) co-operate with and assist *ASADA*, including by:
  - (a) attending an interview to fully and truthfully answer questions;
  - (b) giving information; and
  - (c) producing documents,
 in an investigation being conducted by *ASADA*, even if to do so might tend to incriminate them or expose them to a penalty, sanction or other disciplinary measure;
- (3) be available for *Sample or Specimen* collection at all times;
- (4) take responsibility, in the context of anti-doping, for what they ingest and *Use*;
- (5) inform medical personnel of their obligation not to *Use Prohibited Substances* and *Prohibited Methods* and to take responsibility to make sure that any medical treatment received does not violate the anti-doping policies and rules applicable to them;
- (6) disclose to *ASADA* and their *National Sporting Organisation* and *International Federation* any decision by a non-*Signatory* finding that they committed an *anti-doping rule violation* within the previous ten years; and
- (7) co-operate with *Anti-Doping Organisations* investigating *anti-doping rule violations*.

#### 3.2. All *Athletes* who are not regular members of a *National Sporting Organisation* must be available for *Sample* collection conducted according to the *Code* and provide accurate and up-to-date whereabouts information on a regular basis if required during the year before the *Commonwealth Games* as a condition of participation in the *Commonwealth Games* as a member of an Australian Commonwealth Games Team.

#### 3.3 Any *Athlete* who is not a member of a *National Sporting Organisation* and who fulfils the requirements to be part of the *ASADA Registered Testing Pool*, must become a member of his or her *National Sporting Organisation*, and must make himself or herself available for *Testing*, at least twelve months before participating in *International Events* or at least six months before participating in *National Events* of his or her *National Sporting Organisation*.

#### 3.4. All *Athlete Support Personnel* must:

- (1) comply with all anti-doping policies and rules, namely the *Code*, the *International Standards*, this By-Law and the policies and rules of their *National Anti-Doping Organisation*, *National Sporting Organisation* and *International Federation*, applicable to them or to the *Athletes* whom they support;
- (2) co-operate with the *Athlete Testing* programme;
- (3) where practicable use his or her influence on *Athlete* values and behaviour to foster anti-doping attitudes;

- (4) disclose to ASADA and his or her *National Sporting Organisation* and *International Federation* any decision by a non- *Signatory* finding that he or she committed an *anti-doping rule violation* within the previous ten years;
- (5) cooperate with *Anti-Doping Organisations* investigating *anti-doping rule violations*;
- (6) not *Use* or *Possess* any *Prohibited Substance* or *Prohibited Method* without valid justification; and
- (7) co-operate with and assist ASADA, including by:
  - (a) attending an interview to fully and truthfully answer questions;
  - (b) giving information; and
  - (c) producing documents,
 in an investigation being conducted by ASADA, even if to do so might tend to incriminate them or expose them to a penalty, sanction or other disciplinary measure.

3.5. Each *National Sporting Organisation* must:

- (1) comply with the *Code*, the *International Standards* and this By-Law;
- (2) co-operate with and assist ASADA;
- (3) adopt and implement an anti-doping policy that conforms with the *Code*, the National Anti-Doping scheme and this By-Law;
- (4) adopt and implement an anti-doping policy that requires all *Athletes* and *Athlete Support Personnel* who participate in a *Competition* or activity authorised or organised by the *National Sporting Organisation* or one of its member organisations or a Club recognised by it or one of its member organisations to co-operate with and assist ASADA, including by:
  - (a) attending an interview to fully and truthfully answer questions;
  - (b) giving information; and
  - (c) producing documents,
 in an investigation being conducted by ASADA, even if to do so might tend to incriminate them or expose them to a penalty, sanction or other disciplinary measure.
- (5) report any information suggesting or relating to an *anti-doping rule violation* to ASADA and CGA's Chief Executive Officer (CEO) and cooperate with investigations conducted by any *Anti-Doping Organisation* with authority to conduct the investigation;
- (6) cooperate with and assist its International Federation in its day-to-day anti-doping operations;
- (7) require all *Athletes* and each *Athlete Support Personnel* who participates in a *Competition* or activity authorised or organised by the *National Sporting Organisation* or one of its member organisations or a club recognised by it or one of its member organisations to agree to be bound by anti-doping rules and *Anti-Doping Organisation* results management authority in conformity with the *Code* as a condition of such participation;
- (8) prevent *Athlete Support Personnel* who are *Using Prohibited Substances* or *Prohibited Methods* without valid justification from providing support to *Athletes* within the *National Sporting Organisation's* authority;

- (9) require as a condition of membership that the policies, rules and programmes of its members or clubs recognised by it or one of its member organisations are in compliance with the *Code*;
- (10) take appropriate action to discourage non-compliance with the *Code* and its anti-doping policy;
- (11) notwithstanding the previous paragraph:
  - (a) recognise and respect a finding of an *anti-doping rule violation* by its *International Federation*, *ASADA* or any other *Signatory* or another *National Sporting Organisation* without the need for a hearing, provided the finding is consistent with the *Code* and within the authority of the body concerned; and
  - (b) require *Athletes* who are not regular members of it to be available for *Sample* collection and provide accurate and up-to-date whereabouts information on a regular basis, if required during the year before the *Commonwealth Games* as a condition of participation in the *Commonwealth Games* as a member of an Australian Commonwealth Games Team;
- (12) require any *Person* who is not a regular member and who fulfils the requirements to be part of the *ASADA Registered Testing Pool*, to become a member and to make himself or herself available for *Testing*, at least twelve months before participation in *International Events* or at least six months before participating in *National Events*;
- (13) promptly notify *CGA* of the finding of any *anti-doping rule violation* and the imposition of any sanction for an *anti-doping rule violation* on:
  - (a) any *Athlete*, *Athlete Support Personnel* or other *Person* under its authority; or
  - (b) any *Athlete*, *Athlete Support Personnel* or other *Person* under its authority under the anti-doping policy and rules of its *International Federation*;
- (14) promote anti-doping education in coordination with *ASADA*; and
- (15) provide assistance and information to *CGA* as requested by the CEO to enable *CGA* to properly implement this By-Law.

#### 4. TESTING

- 4.1. *CGA* will recognise the results of accredited laboratory analysis of *Testing* conducted by *Anti-Doping Organisations* (including *ASADA*) conducted in accordance with the *Code*.
- 4.2. *CGA* may request any *Anti-Doping Organisation* to conduct *Testing* and analysis of *Samples* of *Team Members* in accordance with the *Code*.
- 4.3. Where *CGA* requests the conduct of *Testing* and analysis of *Samples* of *Team Members* by *ASADA*, whether by itself or, in the case of *Team Members* not within *ASADA*'s jurisdiction, by another *National Anti-Doping Organisation* under Articles 20.5.3 and 20.5.4 of the *Code*, then *ASADA* will either by itself or the other *National Anti-Doping Organisation* which conducts the *Testing* ensure that there is timely initial review pursuant to Article 7.1 of the *Code* and a follow-up review and investigation of any *Adverse Analytical Finding* or *Atypical Finding* required pursuant to Articles 7.3 and 7.4 of the *Code* and advise *CGA*, and the *Team Member's National Sporting Organisation* and *International Federation* of the results thereof.

#### 5. BREACHES OF THIS BY-LAW

- 5.1. Without limiting any other term of this By-Law, the commission of an *anti-doping rule violation* is a breach of this By-Law.
- 5.2. Articles 1, 2, 3, 4, 5, 6, 7, 17, 24, 25 and Appendix 1 of the *Code* apply to determine whether any *anti-doping rule violation* has been committed.
- 5.3. It is an infraction of this By-Law for an *Athlete*, *Athlete Support Personnel*, *other Person* or a



*National Sporting Organisation* to breach any of their obligations to the *CGA* derived from this By-Law.

## 6. MUTUAL RECOGNITION OF ANTI-DOPING RULE VIOLATIONS

- 6.1. *CGA* will recognise *Testing*, hearing results or other final adjudications or determinations (a determination) by any *Signatory* and *National Sporting Organisation* that a *Person* has committed an *anti-doping rule violation* provided the finding is consistent with the *Code* and within that *Signatory's* or *National Sporting Organisation's* authority.
- 6.2. *CGA* will recognise the same actions of other bodies which have not accepted the *Code* if the rules of those bodies are otherwise consistent with the *Code*.
- 6.3. Upon being advised of a determination under clause 6.1 or 6.2, the CEO will give the *Person* concerned notice in writing of:
- (1) the recognition by *CGA* of such determination; and
  - (2) the automatic imposition of the applicable sanction under clause 8 for the period determined by the *Anti-Doping Organisation*, the *CAS*, or other sporting tribunal to apply to the *anti-doping rule violation* in question.
- 6.4. Except as provided in the *Code*, no *Person* may appeal against or challenge any recognition by *CGA* under this clause 6 of an *anti-doping rule violation* by that *Person* unless that *Person* has first exhausted all his or her rights of appeal and other legal rights (if any) in respect of the hearing and finding of the *Signatory* or *National Sporting Organisation* concerned (before any tribunal as provided for in the anti-doping policy of the *Signatory* or *National Sporting Organisation* concerned). In the event that a *Person* challenges or appeals the hearing, finding or determination of the *Signatory* or *National Sporting Organisation* concerned, *CGA* will defer recognition of the *anti-doping rule violation* pending the conclusion of the challenge or appeal and will abide by the decision of the tribunal concerned.

## 7. NON-RECOGNISED ANTI-DOPING RULE VIOLATIONS

- 7.1. Where:
- (1) there is evidence of an *anti-doping rule violation* by a *Team Member* including *Athlete Support Personnel* and the *CGA* CEO believes (in consultation with ASADA) that it is inappropriate in the circumstances of the particular case to refer the matter to a *National Sporting Organisation* for prosecution as a breach of its anti-doping policy; or
  - (2) the *CGA* CEO believes that a *Person* holding a position within *CGA* or on *CGA's* *Executive*, a *Team Member* including *Athlete Support Personnel* may have committed an *anti-doping rule violation* and is not subject to the anti-doping policy of any *National Sporting Organisation* in respect of that alleged *anti-doping rule violation*; or
  - (3) in the period commencing one month before the Opening Ceremony of a *Games* until midnight of the day of the Closing Ceremony of those *Games*, a *National Sporting Organisation* or the *CGA* CEO receives notification or believes on other grounds that a *Team Member* including *Athlete Support Personnel* in respect of those *Games* may have committed an *anti-doping rule violation* and, unless the alleged *anti-doping rule violation* arises out of circumstances within the authority of the *CGF* or the Organising Committee for those *Games* in respect of those *Games*,
- the *CGA* CEO will issue an infraction notice under clause 7.2.
- 7.2. The infraction notice referred to in the preceding clause will:
- (1) be in writing and be given to the *Person* by:
    - (a) personal service; or
    - (b) delivered to the person's last known address or to the person's last known e-mail address as advised by the *National Sporting Organisation* concerned to *CGA*;
  - (2) set out the nature and particulars of the alleged *anti-doping rule violation*;

- (3) set out the sanction that may be imposed under this By-Law in respect of the *anti-doping rule violation*; and
- (4) state that the matter has been referred to the Oceania Registry of CAS for hearing as soon as possible to determine:
  - (a) whether or not the *anti-doping rule violation* has been committed; and
  - (b) the sanction to be imposed in respect of the *anti-doping rule violation* should it be found to have been committed.

- 7.3. The hearing of the matter referred to in Clause 7.2(4) by CAS will be conducted pursuant to clause 10 of this By-Law and as expeditiously as possible in order, in the case of a *Team Member* including *Athlete Support Personnel*, to be concluded prior to the *Team Member* including *Athlete Support Personnel* participating in the *Games* in question. To this end the CAS will implement an expedited procedure and R44.4 of the Code of Sports-Related Arbitration requiring the consent of the parties will not apply.
- 7.4. The CGA CEO may at his or her discretion suspend any *Athlete*, *Athlete Support Person* or other *Person* who has been charged with or alleged to have committed an *anti-doping rule violation* (including conduct that could be considered to be an *anti-doping rule violation*) pending the final determination of any such allegation or charge by a tribunal, CAS or other decision maker.

## 8. CGA IMPOSED SANCTIONS FOR ANTI-DOPING RULE VIOLATIONS

- 8.1. Any *Athlete Support Personnel* or other *Person* who is found to have committed an *anti-doping rule violation* will be ineligible for membership of or selection in any *Team*, or to receive funding from or to hold any position within CGA or on the CGA Executive or any *Team* for the period or periods specified in the Code as applicable to the *anti-doping rule violation* in question.
- 8.2. For the purposes of clause 8.1, the period or periods of any sanction will be determined according to Articles 9, 10, 11 and appendix 1 of the Code.
- 8.3. The above sanctions may be applied to a *Person* independently of any sanction or penalty, its duration or timing or whether current or past, imposed by any *Signatory* or *National Sporting Organisation* provided that CGA will recognise previous sanctions imposed by any *Signatory* or *National Sporting Organisation* to determine whether the breach is a first, second or third offence.
- 8.4. Any period of sanction in respect of an *anti-doping rule violation* may be reduced or otherwise varied by CAS solely in accordance with the provisions of the Code.

## 9. OTHER BREACHES OF THIS BY-LAW

- 9.1. The sanctions set out in this clause 9 do not apply in respect of the commission of an *anti-doping rule violation* by the relevant *Person*.
- 9.2. Without limiting clauses 9.2 and 9.3, any *Person* who fails to comply with the obligations set out in clauses 3.1(2) and (7) or 3.4(5) and (7) may be ineligible:
  - (1) for selection to, or membership or continued membership of, any *Team*; and
  - (2) to receive funding from or to hold any position within CGA and for such period;
 as the CGA Executive determine in their sole and absolute discretion.
- 9.3. Without limiting clauses 9.2 and 9.3, any *National Sporting Organisation* which fails to comply with the obligations set out in clauses 3.5(1) to (15) may be:
  - (1) ineligible to nominate or propose *Athletes* and *Athlete Support Personnel* for selection to, or membership or continued membership of, any *Team*; and
  - (2) liable to such other sanction (including a fine but excluding expulsion from membership of CGA which requires a special majority at a general meeting)
 as the CGA Executive determines in its sole and absolute discretion.

9.4. Any sanctions imposed under this clause 9 are non-exclusive and the *Person* may be subject to additional sanctions in accordance with any other terms applicable to that *Person's* relationship with *CGA*, including any terms of employment or Team Membership Agreement.

## 10. CAS HEARING

10.1. A hearing by *CAS* under this By-Law will be conducted:

- (1) by a single arbitrator appointed by the Permanent Secretary of the Oceania Registry of *CAS*;
- (2) as an ordinary arbitration proceeding;
- (3) pursuant to the Code of Sports Related Arbitration, and to this extent Rule 43 of the Code of Sports-Related Arbitration will apply, unless a party has placed the issue in dispute in the public domain prior to the handing down by *CAS* of its decision; and
- (4) only after all other avenues of appeal within the *Athlete*, *Athlete Support Person's*, or other *Person's* sport or sporting organisation has been exhausted.

10.2. All instances of alleged anti-doping rule violations will be determined in conformity with the Code and must be established according to the provisions of the Code.

10.3. If *CAS* determines that a person has committed an anti-doping rule violation, it will impose on the person the relevant sanction pursuant to clause 8.

## 11. APPEALS FROM DETERMINATIONS OF CAS.

11.1. A *Person* (including the *CGA* and those entitled to appeal under Article 13.2.3 of the *Code*) aggrieved by a determination of *CAS* under clause 10 may appeal that decision to *CAS*.

11.2. Any appeal hearing by *CAS* under this clause 11 will be conducted:

- (1) by a panel of three arbitrators appointed by the Permanent Secretary of the Oceania Registry of *CAS*;
- (2) as an appeal arbitration proceeding; and
- (3) pursuant to the Code of Sports Related Arbitration, and to this extent Rule 43 of the Code of Sports-Related Arbitration will apply, unless a party has placed the issue in dispute in the public domain prior to the handing down by *CAS* of its decision.

11.3. Any appeal from a determination of *CAS* under clause 10 must be solely and exclusively resolved by *CAS*. The determination of *CAS* will be final and binding on the parties to the appeal and no *Person* may institute or maintain proceedings in any court or tribunal other than *CAS*. In particular, and without restricting the generality of the provisions of the *Commercial Arbitration Act 2010 (NSW)*, all parties to an appeal under this clause agree that no party will have the right to appeal under sections 34 or 34A or to apply for the determination of a question of law under section 27J of the *Commercial Arbitration Act 2010 (NSW)* or equivalent legislation in any of the Australian States or Territories.

11.4. An appeal will be a rehearing of the matters appealed against by way of a hearing de novo and the provisions of clause 10 above will apply, mutatis mutandis, to any appeal to *CAS*

## 12. NOTIFICATION.

12.1. Upon the imposition of a sanction under this By-Law, *CGA* will send details of the sanction imposed to:

- (1) the *CGF*;
- (2) those *Persons* entitled to notification under Article 14.1 of the *Code*;
- (3) the *National Sporting Organisation* of the *Person* concerned;
- (4) the *International Federation* of the *Person* concerned;
- (5) the Australian Sports Commission;

- (6) ASADA;
- (7) WADA; and
- (8) any other *Person* or organisation CGA believes should be informed in this respect.

12.2. If on appeal CAS overturns the finding that an *anti-doping rule violation* has occurred or alters the sanction imposed, CGA will advise the decision to all those *Persons* notified of the initial imposition of the sanction pursuant to clause 12.1.

### 13. **DISPUTES**

Any dispute regarding the construction and/or application of this By-Law must be solely and exclusively resolved by CAS according to the Code of Sports-Related Arbitration. The decision of CAS will be final and binding on the parties concerned and no *Athlete* or *Person* may institute or maintain proceedings in any court or tribunal other than CAS. In particular, and without restricting the generality of the provisions of the *Commercial Arbitration Act 2010 (NSW)*, all parties to an appeal under this clause agree that no party will have the right to appeal under sections 34 or 34A or to apply for the determination of a question of law under section 27J of the *Commercial Arbitration Act 2010 (NSW)* or equivalent legislation in any of the Australian States or Territories.

### 14. **COSTS AND EXPENSES OF HEARINGS & APPEALS TO CAS**

14.1. In any hearing before CAS pursuant to clause 10 CGA will bear the costs of CAS in respect of the arbitration.

14.2. In any hearing before CAS pursuant to clause 11, the CGA agrees that the costs of the Appeal shall be shared equally between CGA and the Appellant(s) save that the fee payable to CAS pursuant to Rule 64.1 of the *Code* on lodgement of any appeal under clause 11 will be paid by the party instituting that appeal.

### 15. **REVIEW OF ANTI-DOPING RULE VIOLATION**

If a *Person* recorded as having committed an *anti-doping rule violation* is subsequently found not to have committed that *anti-doping rule violation* or is otherwise cleared or pardoned of any relevant wrongdoing by CAS or any other *Anti-Doping Organisation's* Appellate Body acting in conformity with the *Code*, CGA will overturn the *anti-doping rule violation* and any sanction which had been imposed as a result of that *anti-doping rule violation* and will report the decision to all those *Persons* notified of the initial imposition of the sanction pursuant to clause 12.

### 16. **REVIEW OF CGA IMPOSED SANCTION**

16.1. Where a *Person* to whom a sanction has been applied under this By-Law or any preceding CGA anti-doping policy in respect of an *anti-doping rule violation* has new and relevant information concerning the subject *anti-doping rule violation*, he or she or it may make written application to the CGA CEO setting out the grounds for a possible review of that CGA imposed sanction.

16.2. The CGA CEO will consider the application and determine in his or her sole and absolute discretion whether to review any sanction imposed under this By-Law or any preceding CGA anti-doping policy and may alter a sanction imposed previously including a reduction or withdrawal of that CGA imposed sanction.13.

16.3. The CGA CEO will not alter any sanction under clause 16.2 without first consulting with any other sports organisation which he or she knows has a current sanction over the *Person*.

16.4. In the event of any alteration to a sanction by the CGA CEO pursuant to this clause 16, the CGA CEO will promptly notify the *Person* concerned as well as those *Persons* who received notification from CGA of that sanction and any other *Person* entitled to appeal under Article 13.2.3 of the *Code*. In such instance, those *Persons* entitled to appeal under Article 13.2.3 of the *Code* (other than the *Person* to whom the sanction has been applied) will have the right to appeal the decision of the CGA CEO to CAS in accordance with the *Code*. Clauses 11.2 – 11.4 will apply to any such appeal.

## 17. INTERPRETATION

17.1. In this By-Law, the following words have the following respective meanings:

**"Adverse Analytical Finding"**

means a report from a WADA-accredited laboratory or other WADA-approved laboratory that, consistent with the International Standard for Laboratories and related Technical Documents, identifies in a *Sample* the presence of a *Prohibited Substance* or its *Metabolites* or *Markers* (including elevated quantities of endogenous substances) or evidence of the *Use of a Prohibited Method*.

**"Anti-Doping Organisation"**

means a *Signatory* that is responsible for adopting rules for initiating, implementing or enforcing any part of the Doping Control process. This includes, but is not limited to, the International Olympic Committee, the International Paralympic Committee, other *Major Event Organisations* that conduct *Testing* at their *Events*, WADA, *International Federations*, and *National Anti-Doping Organisations* (which for Australia is ASADA).

**"Anti-doping rule violation"**

means the anti-doping rule violations described in Article 2 of the *Code*.

**"ASADA"**

means the Australian Sports Anti-Doping Authority and includes any successor thereto established by the Australian Government as the *National Anti-Doping Organisation* for Australia.

**"Athlete"**

means:

- (a) any *Person* who competes or participates in sport at the international level (as defined by each International Federation) or the national level (as defined by ASADA);
- (b) any *Person* who is neither an *International-Level Athlete* nor a *National-Level Athlete* to whom ASADA applies its anti-doping rules;
- (c) for purposes of Articles 2.9 and 2.10 of the *Code* and for purposes of anti-doping information and education, any *Person* who competes or participates in sport under the authority of any *Signatory*, government or other sports organisation accepting the *Code*;
- (d) any *Person* who competes or participates in sport under the authority of a *National Sporting Organisation* or under the authority of a member of a *National Sporting Organisation*; or
- (e) any *Person* who is registered as an *Athlete* or competitor or *Participant* (however described) with a *National Sporting Organisation* or with a member of a *National Sporting Organisation* or a club recognised by a *National Sporting Organisation*.

**"Athlete Support Personnel"**

means any coach, trainer, manager, agent, team staff, official, medical, paramedical personnel, parent or any other *Person* working with, treating or assisting an *Athlete* participating in or preparing for sports *Competition*.

**"Atypical Finding"**

means a report from a WADA-accredited laboratory or other WADA-approved laboratory which requires further investigation as provided by the International Standard for Laboratories or related Technical Documents prior to the determination of an *Adverse Analytical Finding*.

**"CAS"**

means the Court of Arbitration for Sport.

**"CGA"**

means Commonwealth Games Australia, formerly known as the

	Australian Commonwealth Games Association ("ACGA").
<b>"CGA Executive"</b>	means the Executive as elected or, in the case of the Chief Executive Officer, appointed in accordance with the <i>CGA Constitution</i> .
<b>"CGF"</b>	means the Commonwealth Games Federation.
<b>"Club"</b>	means a club which is a member of a <i>National Sporting Organisation</i> , Program Sport or one of its member organisations.
<b>"Code"</b>	means the World Anti-Doping Code as in force from time to time.
<b>"Commonwealth Games"</b>	means the multi-sport event held once every four years under the auspices of the CGF.
<b>"Competition"</b>	means a single race, match, game or singular sport contest.
<b>"Doping"</b>	means the occurrence of one or more of the <i>anti-doping rule violations</i> set forth in Article 2.1 through to Article 2.10 of the <i>Code</i> .
<b>"Doping Control"</b>	means all steps and processes from test distribution planning through to ultimate disposition of any appeal including all steps and processes in between such as provision of whereabouts information, <i>Sample</i> collection and handling, laboratory analysis, <i>TUEs</i> , results management and hearings.
<b>"Games"</b>	means the <i>Commonwealth Games</i> , Youth Commonwealth Games or any other sporting competition or event in which a <i>Team</i> is to compete or participate.
<b>"Games Period"</b>	means the period commencing on the earlier of: <ol style="list-style-type: none"> <li>(1) the assembly of the <i>Team</i> for the <i>Games</i> and for a period of one month prior to the commencement of the <i>Games</i>, including any <i>Team camps</i> or <i>preparation</i> or <i>training camps</i> prior to the <i>Games</i>; or</li> <li>(2) the opening of the official <i>Games</i> accommodation,</li> </ol> and ends at midnight the day after the closing ceremony of the <i>Games</i> or on such later date as the <i>Person</i> is formally discharged from the relevant <i>Team</i> .
<b>"International Event"</b>	means an <i>Event</i> or <i>Competition</i> where the International Olympic Committee, the International Paralympic Committee, an International Federation, a <i>Major Event Organisation</i> , or another international sport organisation is the ruling body for the <i>Event</i> or appoints the technical officials for the <i>Event</i> .
<b>"International Federation"</b>	means an International Federation being an organisation controlling a branch of sport and recognised as such by the CGF.
<b>"International-Level Athlete"</b>	means <i>Athletes</i> who compete in sport at the international level (or are capable of competing at that level), as defined by each International Federation, consistent with the International Standard for Testing and Investigations;
<b>"International Standards"</b>	means a standard adopted by WADA in support of the <i>Code</i> . Compliance with an <i>International Standard</i> (as opposed to another alternative standard, practice or procedure) shall be sufficient to conclude that the procedures addressed by the <i>International Standard</i> were performed properly. <i>International Standards</i> shall include any Technical Documents issued pursuant to the <i>International Standard</i> .

- “Major Event Organisations”** means the continental associations of *National Olympic Committees* and other international multi-sport organisations that function as the ruling body for any continental, regional or other *International Event*.
- “National Anti-Doping Organisation”** means the entity(ies) designated by each country as possessing the primary authority and responsibility to adopt and implement anti-doping rules, direct the collection of *Samples*, the management of test results, and the conduct of hearings at the national level. If this designation has not been made by the competent public authority(ies), the entity shall be the country's *National Olympic Committee* or its designee.
- “National Event”** means a sport *Event* or *Competition* involving *International-* or *National-Level Athletes* that is not an *International Event*.
- “National-Level Athlete”** means *Athletes* who compete in sport at the national level, as defined by each *National Anti-Doping Organization*, consistent with the *International Standard for Testing and Investigations*.
- “National Sporting Organisation”** means any organisation that is (or was at the time of any alleged breach of this By-Law) a member of *CGA*, and includes *National Federation* as referred to in and consistent with the *Code*, and *Program Sport* as defined in the *CGA* constitution.
- “Person”** means a natural *Person* or an organisation or other entity.
- “Program Sport”** means those Australian Affiliates of the International Federations recognised by the *CGF* as a Recognised International Federation and in respect of which the *CGF* has approved that the sport will be on the program of the next following Games.
- “Prohibited List”** means the List identifying the *Prohibited Substances* and *Prohibited Methods* under the *Code*.
- “Prohibited Method”** means any method so described on the *Prohibited List* under the *Code*.
- “Prohibited Substance”** means any substance, or class of substances, so described on the *Prohibited List* applicable under the *Code*.
- “Sample or Specimen”** means any biological material collected for the purposes of *Doping Control*.
- “Signatory”** means an entity signing the *Code* and agreeing to comply with the *Code*, as provided in Article 23 of the *Code*.
- “Team”** means any Australian *Commonwealth Games Team*, Australian Youth Commonwealth Games Team or other *Team* selected by *CGA*.
- “Team Member”** means:
- (a) a member of a *Team* including a *Team Member* as notified by *CGA* or by signing an *Athlete* or *Athlete Support Personnel Team Membership Agreement*; or
  - (b) a person advised by a *National Sporting Organisation* to *CGA* as a person considered suitable as a member of a *Team* and recognised as such by *CGA*.
- “Testing”** means the parts of the *Doping Control* process involving test distribution planning, *Sample* collection, *Sample* handling, and *Sample*

transport to the laboratory in compliance with the *International Standard*.

- "TUE"** means Therapeutic Use Exemption as described in Article 4.4 of the *Code*.
- "Use"** means the utilisation, application, ingestion, injection or consumption by any means whatsoever of any *Prohibited Substance* or *Prohibited Method*.
- "WADA"** means the World Anti-Doping Agency.

17.2. In this By-Law, the following interpretations shall apply:

- (1) All the words utilised in this By-Law shall have the same meaning as that ascribed to them in the *Code* and the *International Standards*.
- (2) The *Code* and the *International Standards* shall be considered as part of this By-Law, apply automatically and prevail in case of conflict.
- (3) Words not defined in this By-Law have the meaning ascribed to them in the *Code* and the *International Standards* unless a contrary meaning appears from the context.
- (4) In the interpretation of this By-Law, should there be any inconsistency or conflict between this By-Law and the *Code* and the *International Standards*, then the provisions of the *Code* and the *International Standards* will prevail.
- (5) Reference to:
  - (a) the singular includes the plural and the plural includes the singular; and
  - (b) a *Person* includes a body corporate.
- (6) If a *Person* or *National Sporting Organisation* to whom this By-Law applies consists of more than one *Person*, then this By-Law binds them jointly and severally.
- (7) Headings are for convenience only and do not form part of this By-Law or affect its interpretation.
- (8) "Including" and similar words are not words of limitation.

17.3. Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

**ADOPTED** as a By-Law of the CGA by its Board of Management on 3<sup>rd</sup> March, 2017 and having effect from 3<sup>rd</sup> March 2017.



## SCHEDULE 6

### COMMONWEALTH GAMES AUSTRALIA

#### ETHICAL BEHAVIOUR BY-LAW

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#### 1. DEFINITIONS

- "CGA"** means the Australian Commonwealth Games Association trading as Commonwealth Games Australia.
- "Athlete"** means an athlete who:
- (a) receives financial or other assistance from CGA; or
  - (b) has been nominated for appointment to, or appointed as a member of, any Team.
- "Board"** has the same meaning as in the Constitution.
- "Bullying"** means when a person or group of people repeatedly behaves unreasonably towards another person and the behaviour creates a risk to health and safety.
- "Chef de Mission"** means the CGA Chef de Mission appointed for a particular Games.
- "Chief Executive Officer"** means the Chief Executive Officer of CGA.
- "Child Abuse"** means physical or emotional harming or exploitation of children, whether sexual or otherwise and includes, but not limited to:
- (a) derogatory or inappropriate behaviour;
  - (b) non-accidental injury to children;
  - (c) inappropriate touching;
  - (d) physical, emotional or sexual abuse; or
  - (e) insensitivity towards children with cultural or religious differences.
- "Constitution"** means the Constitution of the CGA including any by-law enacted pursuant to the Constitution.
- "Direct Discrimination"** means:
- (a) when a person ("Discriminator") treats or proposes to treat another person ("Aggrieved Person") less favourably on the ground of the Aggrieved Person's Disability, Race, Sexuality, marital status, religion, colour or age, in circumstances that are the same or are not materially different to circumstances in which the Discriminator treats or would treat a person without or not of the Disability, Race, Sexuality, marital status, religion, colour or age; and
  - (b) for the purposes of paragraph (a), circumstances in which the Discriminator treats or would treat the Aggrieved Person are not materially different because of the fact that different accommodation or services may be required by the Aggrieved Person as a result of the Aggrieved Person's Disability, Race, Sexuality, marital status, religion, colour or age.
- "Disability"** in relation to a person means:
- (a) a total or partial loss of a part of the body or of the person's bodily or mental functions;

- (b) the presence in the body of organisms causing or capable of causing disease or illness;
- (c) the malfunction, malformation or disfigurement of a part of the person's body;
- (d) a disorder or malfunction that results in a person learning differently from a person without the disorder or malfunction; or
- (e) a disorder, illness or disease that affects a person's through processes, perception or reality, emotions or judgments or that results in disturbed behaviour;

and includes a disability that:

- (f) presently exists;
- (g) previously existed but no longer exists;
- (h) may exist in the future; or
- (i) is imputed to a person.

<b>"Games"</b>	means the Commonwealth Games or any other sporting competition or event in which any Team is to compete or participate.
<b>"Harassment"</b>	means offensive, abusive, belittling, threatening or any unwelcome behaviour directed towards another person for any reason whatsoever.
<b>"Indirect Discrimination"</b>	means where a person requires another person ("Aggrieved Person") with the Disability, Race, Sexuality, marital status, religion, colour or age to comply with a requirement or condition: <ul style="list-style-type: none"> <li>(a) with which a substantially higher proportion of persons without the Disability, Race, Sexuality, marital status, religion, colour or age comply or are able to comply;</li> <li>(b) which is not reasonable having regard to the circumstances of the case; and</li> <li>(c) with which the Aggrieved Person does not or is not able to comply.</li> </ul>
<b>"Official"</b>	means all persons who: <ul style="list-style-type: none"> <li>(a) administer, manage, coach, assist or are otherwise involved in sport and receive financial or other assistance from CGA (other than as an Athlete); or</li> <li>(b) are appointed by CGA as a member of any Team.</li> </ul>
<b>"Race"</b>	means a person's racial makeup and includes the culture, custom or beliefs of a particular race.
<b>"Relevant Person(s)"</b>	means the persons to whom this By-Law applies as described in clause 2.1.
<b>"Sexuality"</b>	means a person's gender or sexual orientation such as heterosexuality, homosexuality, bisexuality and transgender or trans-sexual.
<b>"Team"</b>	means any Australian Commonwealth Games Team or other team appointed by CGA.
<b>"Team Membership Agreement"</b>	means the Agreement including its schedules setting out the terms and conditions governing appointment to and continued membership of any Team.
<b>"Vilification"</b>	means the act of inciting hatred, contempt or ridicule towards a person based on a person's Disability, Race, Sexuality, marital status, religion, colour or age.

- 1.1. Except so far as the contrary intention appears in this By-Law, an expression has in this By-Law the same meaning as in the Constitution.
- 1.2. Headings are for convenience only and do not affect the interpretation of this By-Law.
- 1.3. Reference to one gender includes each other gender.
- 1.4. The singular includes the plural and the plural includes the singular.

## **2. COMPLIANCE WITH THIS BY-LAW**

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- 2.1. This By-Law applies to:
  - (1) Athletes;
  - (2) Officials; and
  - (3) Members of the Board, officers and employees of CGA.
- 2.2. All Relevant Persons must not, by their acts or omissions, engage or participate in:
  - (1) Direct Discrimination;
  - (2) Indirect Discrimination;
  - (3) Harassment;
  - (4) Bullying;
  - (5) Vilification;
  - (6) Child Abuse; or
  - (7) conduct which if publicly known would bring or be likely to bring that person, his/her sport or the CGA into disrepute or censure.
- 2.3. All Relevant Persons must provide assistance and information to CGA as requested by the Board or the Chief Executive Officer to enable CGA to properly implement this By-Law.
- 2.4. For the avoidance of doubt, this By-Law does not apply to the appointment of athletes and officials as members of Teams where Sexuality, age, experience, capabilities and athletic performance or any combination of these factors are relevant in appointing the athletes or officials.

## **3. BREACHES OF THIS BY-LAW**

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- 3.1. Where a person alleges a breach of this By-Law or CGA has other reason to believe a breach of this By-Law may have occurred, then:
  - (1) if the alleged breach concerns an Athlete or Official during the team membership period of the Team of which the Athlete or Official is a member, the alleged breach will be addressed by the Chef de Mission of that Team unless the alleged breach is in respect of the acts or omissions of the Chef de Mission of that Team, in which case the alleged breach will be addressed by the President (if not the Chef de Mission) or a Vice President present at the Games in which the Team is participating; and
  - (2) if the alleged breach arises other than as described in paragraph (1) of this clause, it will be addressed by the Chief Executive Officer unless the alleged breach is in respect of the acts or omissions of the Chief Executive Officer, in which case the alleged breach will be addressed by the President.
- 3.2. Where it is alleged that a Relevant Person has breached this By-Law, the following procedure will apply:
  - (1) the Chef de Mission, Chief Executive Officer or President addressing an alleged breach of this By-Law may, in his or her absolute discretion, appoint a person to investigate and obtain evidence as to whether the breach has occurred;
  - (2) the Relevant Person concerned will be provided with a written notice specifying the particulars of the alleged breach together with copies of all written statements obtained from witnesses and any other evidence;

- (3) the Relevant Person concerned will have the opportunity to respond in writing or in person to the written notice;
  - (4) any person appointed pursuant to paragraph (1) of this clause 3.2:
    - (a) may interview such persons as he or she believes will assist in determining whether or not the alleged breach of this By-Law occurred; and
    - (b) obtain such other evidence as he or she believes is relevant to the alleged breach; and
  - (5) the person addressing the alleged breach of this By-Law will, if requested by the person alleging a breach of this By-Law or the Relevant Person concerned, conduct a hearing into the alleged breach. Any such hearing will be conducted as soon as is practicable and informally with the initial objective of achieving a conciliated conclusion of the allegation provided that if this conciliation does not occur or is genuinely objected to, the person addressing the alleged breach may then determine whether or not the allegation has been established.
- 3.3. Subject to sub-clauses 3.3(4), (5) and (6), all persons concerned must keep confidential and not comment publicly on or disseminate to any person information concerning:
- (1) the fact of and details of any allegation that a Relevant Person has breached this By-Law;
  - (2) all evidence obtained on behalf of CGA or provided by any person in connection with the alleged breach of this By-Law; and
  - (3) the fact, details and outcome of any hearing into the alleged breach of this By-Law;
- except that:
- (4) in the event that the alleged breach is resolved by conciliation, CGA will release a public statement in such form as is agreed by the parties;
  - (5) in the event that the alleged breach is established other than by conciliation, CGA will release a public statement in such form as agreed by the parties or, failing agreement, as determined by the person addressing the alleged breach; or
  - (6) in any event CGA may release a public statement or statements in such form as it determines appropriate in all the circumstances if the fact of or details of the alleged breach has become publicly known (whether through a breach of this clause 3.3 or otherwise).
- 3.4. If a breach of this By-Law is established and if:
- (1) the Relevant Person concerned is a member of a Team, then that Relevant Person will be subject to sanctions described in this Team Membership Agreement;
  - (2) the Relevant Person receives financial or other assistance from CGA as an Athlete or Official, then that relevant person will be ineligible for any future assistance for such period as is determined appropriate in the circumstances and may in the absolute discretion of the Chief Executive Officer of CGA be required to repay part or the whole of the financial or other assistance received prior to a breach of this By-Law;
  - (3) the Relevant Person is an employee of CGA, then such sanction as is determined by the Chief Executive Officer after giving the Relevant Person concerned the opportunity to be heard on this aspect;
  - (4) the Relevant Person is a member of the Board or an official of CGA (other than as an employee), such sanction as is determined by the Board after giving the Relevant Person concerned the opportunity to be heard on this aspect; and
  - (5) the Relevant Person may be required to undergo counselling or rehabilitation as directed by CGA.

## SCHEDULE 7

### COMMONWEALTH GAMES AUSTRALIA

#### CGA Guidelines for use of Social Media, Blogging and the Internet for Australian Team Members during the 2018 Commonwealth Games, Gold Coast

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By operation of clause 13.2 of the 2018 Australian Commonwealth Games Team Membership Agreement these Guidelines apply to the use of Social Media by Team Members during the Games Period.

#### 1. DEFINITIONS

For the purposes of these Guidelines the following terms have the following meanings:

- "Accredited Person"** means a member of Australia's Team to the 2018 Australian Commonwealth Games in Gold Coast or any other person accredited for those Games by the CGA or the CGF. This includes all Games participants.
- "Blog"** (or "weblog") means a type of website, or a webpage on a website, where entries are made (such as in a journal or diary), usually displayed in a reverse chronological order. For the purposes of these Guidelines a "tweet" is regarded as a short "blog".
- "CG"** means the 2018 Commonwealth Games, Gold Coast.
- "CGA"** means the Commonwealth Games Australia formerly known as the Australian Commonwealth Games Association.
- "Control"** means complete control of the content posted on a blog, to the exclusion of others.
- "CG Content"** means any reference, either directly or indirectly, to the 2018 Commonwealth Games, Gold Coast.
- "CG Venue"** means any facility or place which requires a Commonwealth Games Identity and Accreditation Card or ticket for entry.
- "Games Period"** means the period commencing at the earlier of:
- (a) the date a Team Member receives his or her Games accreditation;
  - (b) the opening of the official Games Accommodation,
- and ends at midnight the day after the closing ceremony of the Games or on such later date as the person is formally discharged from the relevant Team.
- "Personal Use"** means use in a private capacity, not for commercial gain or use on blogs and websites or any other form of media accessible by members of the public.
- "Posting"** means providing information via social media applications, platforms or websites accessible by members of the public.
- "Social Media"** means any tool that can be used for sharing information, including but not limited to: blogs, photo sharing, video sharing (such as You Tube), social networks (such as Instagram, Twitter Facebook), mobile phones, texting and webcasting.
- "The Agreement"** means the 2018 Australian Commonwealth Games Team Membership Agreement.

**“Team Member”** means a member of the 2018 Australian Commonwealth Games Team.

## 2. USE OF SOCIAL MEDIA DURING “GAMES PERIOD”

Team Members may only post comments or information that includes **Commonwealth Games Content** on Social Media during Games Period if **all** of the provisions of these Guidelines are adhered to and complied with.

CGA accepts that athletes will wish to use social media channels and platforms during the Games Period and encourages a common sense approach to its use

CGA encourages athletes to consider and plan their use of Social Media during the Games Period to ensure it does not compromise personal or team performance.

Use of Social Media should adhere to the CGA’s values of Integrity, Respect, Excellence and Inclusiveness.

CGA retains the right to issue a ‘take down’ notice for instant removal of a post if deemed necessary.

## 3. BLOGS, TWEETS AND OTHER POSTINGS

Blogs, tweets and any other postings on Social Media may only be made on websites controlled (as defined) by the Team Member and must be confined to the Team Member’s own personal Commonwealth Games related experience and be expressed or presented in a way that does not breach the CGA Ethical Behaviour By-Law, or otherwise breach the Team Members obligations under the Agreement. Without limiting the generality of the foregoing, blogs, tweets and other postings must be in a first-person, diary-type format and must not:

- Report on any CG competition or event;
- Comment on the activities of other Team Members or Accredited Persons;
- Disclose any information that is confidential or private in relation to any third person;
- Disclose any information that may compromise the security, staging and organisation of the Games, or any Team Member, Accredited Person or staff member of CGA;
- In the absolute discretion of the Chef de Mission, likely to bring or does bring the Team Member, CGA or the Team into disrepute or censure.

## 4. NO SOUND OR MOVING IMAGES OF THE COMMONWEALTH GAMES

No sound or moving images (including sequences of still photographs which simulate moving images) of any CG Events or other activities which occur within any CG Venue may be posted or otherwise made available whether on a live or delayed basis, regardless of sources.

## 5. STILL PICTURES

Social Media postings of material authorised under this policy may include still pictures taken within CG Venues, provided that such pictures do not contain any sporting action of the Commonwealth Games or CG Ceremonies, and are used in compliance with these Guidelines. For the avoidance of any doubt still pictures taken at CG Venues by Team Members are for personal use only. It is the Team Member’s responsibility to obtain the consent of other persons appearing in any picture, which may be posted on a blog or otherwise made available on any form of Social Media.

## 6. ADVERTISING AND SPONSORSHIP

A Team Member must not include any commercial reference in connection with any CG Content posted on blogs unless agreement in writing from an authorised person from CGA is obtained. For Example, this means that no advertising and /or sponsorship (such as brands) may be visible on a blog at the same time as CG Content.

A Team Member must not blog, tweet or otherwise provide information via Social Media that creates or implies an unauthorised association by a third party with the CGA, The Team, CGF or The Games Movement.

Team Members must not permit any third party to reproduce or use CG Content, that has been posted by the Team Member to a blog, to promote the third party’s goods and/or services, and must take all reasonable steps to prevent such conduct.

**7. NO COMMERCIAL ARRANGEMENT**

Team Members must not enter into any commercial arrangement with a third party with respect to the posting of any CG Content on a blog, or otherwise making available any CG Content via any Social Media channel.

**8. LIABILITY**

If a Team Member chooses to go public with their opinions on a blog, or otherwise provides information accessible by the public via any Social media channel, they are responsible for their commentary. Bloggers can be held personally liable for any commentary deemed to be defamatory, obscene or otherwise infringing a third party's rights. In essence, bloggers post their blogs at their own risk and they should make it clear that the views expressed are their own.

Team Members are bound by the terms and conditions of the Team Membership Agreement, particularly their obligation to abide by the CGA Ethical Behaviour By-Law and their obligation not to engage in conduct that may bring or does bring CGA, their sport or The Team into disrepute or censure.

**9. INFRINGEMENT OF GUIDELINES**

A breach of these Guidelines by a Team Member may at the absolute discretion of the CGA CEO, or the Chef de Mission, be dealt with as a breach of The Agreement and any sanction available under clause 22 of The Agreement may be imposed on the Team Member, including dismissal from the Team. In addition the CGA CEO or the Chef de Mission are entitled to issue a "take down notice" which will require the Team Member to take down the blog in whole or part within a specified time. If the Team Member fails to comply with a take down notice the CGA will be entitled to regard non-compliance with the order as a breach of The Agreement, and take action accordingly.