



GLASGOW 2026 COMMONWEALTH GAMES
2026 AUSTRALIAN COMMONWEALTH GAMES
TEAM MEMBERSHIP AGREEMENT – ATHLETE

ATHLETE	
SPORT	

The Team Membership Agreement - Athletes (**Agreement**) sets out the benefits and obligations of athletes who are selected for the 2026 Commonwealth Games Australian Team (**Team**) for the Glasgow 2026 Commonwealth Games (**Glasgow 2026**).

Commonwealth Games Australia Limited (**CGA**) requires all prospective members of the Team for Glasgow 2026 to:

- read and understand the benefits and obligations of Team membership; and
- read and understand the consequences flowing from any breach of the Agreement.

CGA then requires the Athlete to complete:

- the Athletes' sponsorship arrangements at SCHEDULE 3; and
- the Athletes' prohibited conduct declaration at SCHEDULE 4,

before either electronically sign the Agreement (or if under the age of 18, the prospective member's parent or legal guardian must electronically sign the Agreement) and a copy of the executed Agreement will be emailed to the prospective member to be retained for future reference.

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DRAFT – FOR REFERENCE ONLY – DO NOT SIGN

2026 Australian Commonwealth Games Team Membership Agreement - Athlete

1 MEMBERSHIP

The Athlete acknowledges and agrees that:

- (1) membership of the Team is an honour and a privilege and that the Benefits associated with membership of the Team are subject to the Athlete's continued compliance with this Agreement; and
- (2) if the Athlete breaches the terms of this Agreement, the determination of such a breach and any sanctions or other disciplinary actions to be applied will be determined in accordance with clause 9 (Breach of this Agreement & Disciplinary Actions).

2 PERIOD OF AGREEMENT

This Agreement commences on the date the Athlete is selected as a Team Member and expires at the later of midnight on the day after the closing ceremony of the Games (Glasgow time), or any later date on which the Athlete is formally discharged from the Team, subject to:

- (1) the Athlete's participation in the official CGA parades, functions and celebrations occurring before 31 December 2026;
- (2) clauses 4.6(5) and 4.6(6) (Marketing and Sponsorship Obligations), which will continue in force until the expiry of the Games Period;
- (3) clauses 4.5(1)-(2) (Commercial Obligations) as well as clauses 4.6(1) and 4.6(8) (Marketing and Sponsorship Obligations), which will continue in force until 31 December 2026;
- (4) clauses 3.2 (Insurance), 3.3 (Team Uniform), 4.2(8) (Co-operate with CGA), 4.6 (Marketing and Sponsorship Obligations), 4.7 (Flagbearer Obligations), 4.8(1)-(2) (Image Consent), 8 Release and Indemnity, 9 (Breach of this Agreement & Disciplinary Actions), 10 (Dispute Resolution), 11 (Privacy), 12 (Entire Agreement), 14 (General), of this Agreement which will survive termination or expiry of this Agreement will continue indefinitely,

and, for the avoidance of doubt, this Agreement remains in operation if the Athlete departs the Games Accommodation prior to the day after the closing ceremony of the Games.

3 TEAM MEMBERS BENEFITS

3.1 General Benefits

In the manner determined appropriate by CGA, CGA agrees with respect to the Athlete that is a Team Member, to provide or facilitate the provision of:

- (1) medical services, recovery and health care services and facilities in the Games Accommodation;
- (2) return economy air travel and baggage services from Australia to Glasgow;
- (3) accommodation and ground (bus) transport for the Games;
- (4) administrative support to facilitate entry, eligibility, accreditation to and participation in the Games;
- (5) training, coaching and other preparation and performance support for the Games; and
- (6) assistance with authorised media and sponsorship obligations;

and the Athlete acknowledges that these benefits are in addition to the funding and other initiatives provided by CGA for the Program Sports.

3.2 Insurance Benefits

CGA will provide the Athlete (as a Team Member) with limited travel insurance (subject always to the terms and conditions of the relevant insurance policies, which are summarised in SCHEDULE 2 and available in full on request from CGA). Notwithstanding the insurance to be provided by CGA to the Athlete, the Athlete acknowledges and agrees that:

- (1) it is the Athlete's responsibility to satisfy themselves as to their insurance needs in relation to membership of the Team;
- (2) CGA strongly recommends that the Athlete procures, at the Athlete's own cost, adequate additional insurance cover for medical and similar expenses arising out of any injury or illness the Athlete may suffer whilst a Team Member as well as adequate additional travel insurance for any further travel the Athlete may undertake; and
- (3) CGA is not responsible for the Athlete's medical and any similar expenses in Australia or overseas or for any loss of income arising out of any injury or illness the Athlete may suffer whilst a Team Member and that the release and indemnity contained in clause 8 precludes the Athlete from claiming any such medical and similar expenses or losses of income from CGA.

3.3 Team Uniform Benefits

- (1) CGA agrees to provide the Athlete, selected as a Team Member, the use of the Team Uniform.

- (2) The Athlete agrees to exclusively wear and use the relevant pieces comprising the Team Uniform with pride and in the manner determined and directed by CGA comprising the Team Uniform throughout the Games Period as well as throughout the closing ceremony of the Games (if the Athlete is in attendance) and at all other times as directed by CGA, including but not limited to media appearances, welcome home parades, events and functions (noting that the obligation to wear the Team Uniform does not apply to the Specialised Equipment and competition shoes).
- (3) The Athlete acknowledges and agrees that:
- (a) the Team Uniform incorporates trademarks, symbols and designs owned by CGA and that the Athlete has no right to use any of CGA's trademarks, symbols and designs;
 - (b) at all times the Team Uniform remains the property of CGA;
 - (c) the CGA Sponsor's trademarks, symbols and designs on the Team Uniform must not be covered up or damaged; and
 - (d) the Athlete must keep the design and other details of the Team Uniform confidential until CGA discloses these details to the public.
- (4) The Athlete will be entitled to retain possession of the Team Uniform if the Athlete does not, without the prior written consent of the CEO (such consent to be in the CEO's sole and absolute discretion):
- (a) use or permit use of the Team Uniform or any part of it (including reproductions) for any Commercial Purpose;
 - (b) sell or give away the Team Uniform or any part of it; or
 - (c) permit or allow, third parties to use the Team Uniform or any part of it in memorabilia programs, fundraisers, or donations to charities for sale,
- and if the Athlete fails to comply with this clause 3.3, the Athlete must immediately return all of the Team Uniform to CGA at the CEO's request.
- (5) In line with CGA's commitment to sustainability, the Athlete must not abandon the Team Uniform and instead must return the Team Uniform to CGA if the Athlete does not wish to retain the Team Uniform.

3.4 Specialised Equipment Benefits

- (1) The Athlete cannot use Specialised Equipment without the prior written approval of the CEO. The Athlete must submit a written request to use Specialised Equipment at the Games to the CEO for approval (such approval to be in the CEO's sole and absolute discretion) by no later than [insert date], and such request must specify all reasonably necessary information about the relevant equipment, proper evidence that the Recognised International Federation for the Athlete's Program Sport approves such equipment and any other information that may assist the CEO in reaching a determination.
- (2) To be approved by CGA, the Specialised Equipment must:
- (a) conform to the 'look and feel' of the Team Uniform;
 - (b) have a proven material effect on the Athlete's performance, due to the specialised characteristics of the equipment; and
 - (c) not bear the name, logo or other form of identification of the manufacturer and/or supplier of the Specialised Equipment (except for competition and training footwear) unless the supplier and/or manufacturer of the Specialised Equipment is a CGA Sponsor.
- (3) If the Specialised Equipment:
- (a) is not provided by CGA, then the Athlete is responsible for the cost of any Specialised Equipment and the Athlete must also be the sole unencumbered owner of the Specialised Equipment; and
 - (b) is provided by CGA, then CGA is the owner of such Specialised Equipment and the Athlete must not obscure, damage, or allow the Team Sponsor's trademarks, symbols and designs on the Specialised Equipment to be obscured or damaged while used during the Games.
- (4) The Athlete must not promote or advertise or authorise any promotion or advertisement, the Specialised Equipment or the manufacturer of the Specialised Equipment by any reference to:
- (a) the Athlete being a Team Member; or
 - (b) the Athlete's participation or performance at the Games.

4 TEAM MEMBER OBLIGATIONS

4.1 General and Athletic Performance Obligations

As a member of the Team, the Athlete must:

- (1) take all possible measures to obtain and maintain exceptional mental and physical fitness and health;
- (2) perform at the highest possible standard at the Games to the best of the Athlete's ability;

- (3) endeavour to promote the success and reputation of the Games, the Team, CGA, the CGF and the Athlete's Program Sport;
- (4) comply with all reasonable directions of, and arrangement made by CGA, the CEO and the Chef de Mission and any person appointed by CGA, the CEO or the Chef de Mission;
- (5) be supportive of other Team Members, respect the spirit of fair play and non-violence, value the talents, rights and privacy of fellow Team Members and contribute to a safe sporting environment and respectful culture which is accepting of individual differences; and
- (6) treat others involved in the Games and the Team with respect, courtesy and with proper regard for their rights and encourage and support measures relating to medical care, health and wellbeing of all Team Members.

4.2 Compliance Obligations

As a member of the Team, the Athlete must:

- (1) comply with and be bound by the Governing Rules and any corresponding guidelines, CGA directions, policies communicated by CGA and this Agreement during the term of this Agreement;
- (2) complete, sign and comply with all the terms of the document titled "CGF Entry and Eligibility Conditions Form" which will be made available by CGA to the Athlete prior to the Games Period;
- (3) comply with the rules and by-laws of the Athlete's Program Sport and the Recognised International Federation to which the Athlete's Program Sport is affiliated;
- (4) ensure that the Athlete's disclosures in SCHEDULE 4 are not misleading or false;
- (5) comply with the law applicable to this Agreement and the laws applicable to the Athlete's activities generally, whether in Australia or in any other part of the world;
- (6) not use any confidential information of CGA or any Team Member for personal gain or disclose it to any third party without the prior written permission of the relevant party;
- (7) comply with all rules, regulations and requirements established by the Games Organising Company concerning participation in the Games;
- (8) co-operate and assist CGA in any matter arising in relation to the Athlete's compliance with this Agreement, even if to do so might tend to incriminate the Athlete or expose the Athlete to a penalty, sanction or other disciplinary measure (including honestly and fully disclose and continue to disclose any information to CGA concerning any matter arising in relation to the Athlete compliance with this Agreement, including the obligations set out in clause 4, immediately upon becoming aware of any such matter, and ensuring that any disclosure is not false or misleading); and
- (9) continue to comply with clause 4.2(8) notwithstanding the expiry or termination of this Agreement, to the extent that it concerns matters existing during the term of this Agreement.

4.3 Prohibited Conduct Obligations

The Athlete, whether before or after the date of the Athlete's selection as a Team Member, must not, at any time:

- (1) be convicted of, or charged with, any offence involving violence, alcohol or drugs, child abuse, any sex offence or any offence relating to any betting or gambling activities on sport, or any offence which is punishable by imprisonment (unless such charges have subsequently been withdrawn or the offences have been found not to be proven);
- (2) engage in any conduct (whether publicly known or not) that has brought, brings or would have the tendency to bring the Athlete, the Athlete's Program Sport, CGA or the Team into disrepute or censure, or which is or would have the tendency to be inconsistent with, contrary to or prejudicial to the best interests, reputation or values of CGA or the CGA Sponsors, or as a result of which the Athlete's continued membership of the Team would not be or would not likely be in the best interests of the Team or engage in any conduct which is prohibited by the CGA Ethical Behaviour By-Law;
- (3) breach any applicable anti-doping policy, by-law or guideline (including the CGA Anti-Doping By Law) as well as any applicable anti-doping rule and policies of SIA, the Athlete's NSO and any Recognised International Federation (unless the Athlete has already been sanctioned for the breach and completed the imposed sanction); and
- (4) intentional lose or intentionally perform poorly (**Tank**) or induce or encourage another Team Member to Tank (including, in particular, owing to an arrangement relating to betting on the outcome of any match or event) other than for legitimate tactical reasons in line within the rules of the relevant Program Sport or engage in competition manipulation by knowingly underperforming or deliberately making bad or wrong decisions affecting the result or course of a competition, in order to obtain an undue benefit (including but not limited to a sporting or financial benefit); or engage in any other form of corrupt conduct in relation to any match or event connected with the Games,

and if the Athlete has engaged or otherwise been involved in the prohibited conduct described above in this clause 4.3:

- (5) prior to the date of this Agreement, the Athlete must disclose at SCHEDULE 4 any such prohibited conduct, charges or breaches prior to executing this Agreement;
- (6) between the date of this Agreement and the start of the Games Period, the Athlete must disclose any such prohibited conduct, charges or breaches as soon as reasonably practicable in writing to the CEO; and
- (7) during the Games Period, the Athlete must disclose any such prohibited conduct, charges or breaches as soon as reasonably practicable in writing to the Chef de Mission.

4.4 Games Accommodation and Travel Obligations

As a member of the Team and for the term of this Agreement, the Athlete must:

- (1) travel to and depart from the Athlete's Games Accommodation on the dates and in the manner determined or approved by CGA or as directed by the Chef de Mission; and
- (2) reside in the designated accommodation in the Games Accommodation during any period specified by the Chef de Mission (or their delegate) during the Games Period, or at such other location as directed or approved by and in the sole and absolute discretion of the Chef de Mission or their delegate.

4.5 Commercial Obligations

As a member of the Team and for the term of this Agreement, the Athlete must:

- (1) agree to memorabilia being created that uses the Athlete's name and Image if CGA negotiates this arrangement with a memorabilia provider and if the Athlete wins a medal at the Games;
- (2) supply any such memorabilia provider with necessary assistance in connection with the creation of memorabilia on the condition that the memorabilia provider pays the Athlete for the use of the Athlete's Image; and
- (3) use its best endeavours to be available and to attend any Team 'welcome home' parades, functions and celebrations that may be scheduled following the Athlete's return to Australia after the Games.

4.6 Marketing and Sponsorship Obligations

As a member of the Team and for the term of this Agreement, the Athlete:

- (1) must not, unless permitted by the CGA Commercial Activities By-Law or otherwise by CGA, allow the Athlete's person, name picture or sports performances to be used for advertising purposes during the Games Period;
- (2) must not cover up, damage, or attempt to conceal or damage any trademarks, symbols or designs of the CGA Sponsors or otherwise act to diminish the benefits to CGA Sponsors of association with the Team and/or CGA;
- (3) warrants that all the necessary details of the Athlete's Individual Sponsors have been disclosed in the table titled "Athlete's Sponsorship Arrangements" in SCHEDULE 3 prior to executing this Agreement;
- (4) must not allow or consent to the Athlete's Individual Sponsor using the Athlete's Image (without CGA's prior written consent):
 - (a) for any Reward Scheme, in addition to any obligations the Athlete has under the CGA Commercial Activities By-Law or as otherwise outlined in the Governing Rules;
 - (b) for the purpose of any memorabilia relating to the Games, the Team, CGA or the CGF; or
 - (c) otherwise during the Games Period for any Commercial Purposes.
- (5) agrees to notify CGA in writing of all changes to the Athlete's Individual Sponsors and the relevant terms and conditions of the Athlete's agreements with each of those Individual Sponsors.
- (6) subject to clause 4.7 except to the extent that the Athlete's Individual Sponsor(s) competes with any CGA Sponsors, agrees to:
 - (a) assist and work with CGA and the CGA Sponsors to enable the CGA Sponsors to maximise the promotional benefits from their sponsorship of or supply to CGA and the Team; and
 - (b) comply with all CGA's reasonable directions in assisting CGA and the CGA Sponsors to allow the trademarks, symbols or designs of the CGA Sponsors to enjoy the widest possible exposure;
- (7) subject to clause 4.7, agrees that CGA (in perpetuity) and CGA Sponsors (for the term of the sponsorship arrangements in place between the CGA Sponsors and CGA) may use the Athlete's Image before, during and after the Games:
 - (a) to promote Australia's participation in the Games, including historical records;
 - (b) in CGA's and/or the CGA Sponsor's advertising, promotion or marketing activities; or
 - (c) to promote CGA and the Commonwealth Games movement in Australia;

provided that such use of the Athlete's Image is limited to the Athlete being part of the Team (even if the CGA Sponsor competes with any of the Individual Sponsors); and

- (8) agrees that the CGA Sponsors may use the Athlete's Image in congratulatory advertising for the sole purpose of congratulating the Athlete on the Athlete's performance at the Games and such advertising will not contain or imply any endorsement by the Athlete of the CGA Sponsor involved or its products or services.

4.7 Flagbearer Obligations

The Athlete acknowledges and agrees that if the Athlete is selected as the Flagbearer:

- (1) clause 4.6(6) will not apply and, instead, the Athlete agrees to:
- (a) assist and work with CGA and the CGA Sponsors to enable the CGA Sponsors to maximise the promotional benefits from their sponsorship of or supply to CGA and the Team; and
 - (b) comply with all CGA's reasonable directions in assisting CGA and the CGA Sponsors to allow the trademarks, symbols or designs of the CGA Sponsors to enjoy the widest possible exposure;
- (2) clause 4.6(7) will not apply and, instead, the Athlete agrees:
- (a) that the CGA Sponsors may use the Athlete's Image as Flagbearer on its own to promote Australia's participation in the Games and in their advertising and promotion or marketing activities (even if the CGA Sponsor competes with any of the Individual Sponsors); and
 - (b) not to allow the Athlete's Individual Sponsors to use the Athlete's Image as Flagbearer to be used in any advertising and promotion or marketing activities unless they are also CGA Sponsors.

4.8 Image Consent and Obligations

- (1) The Athlete agrees to be filmed, recorded and photographed and to have the Athlete's name, Image, picture, likeness, voice and biographical information otherwise recorded, in any media, before, during or after the Games, by CGA, CGA's official photographers, film crews, video crews and by any other entity authorised by CGA, whether under conditions specified by CGA, the CGF or Games Organising Company (the **Footage**).
- (2) The Athlete grants CGA the irrevocable, perpetual, worldwide right and license to use, and to authorise third parties to use, in all media, the Footage for:
- (a) news and information purposes;
 - (b) promotion of the Games and the specific competition(s) in which the Athlete competes;
 - (c) promotion of the Team; and
 - (d) promotion of CGA and the Commonwealth Games movement in Australia,
- provided that, CGA does not use, or authorise for any Commercial Purpose, use of, the Footage in any manner that would imply the Athlete's endorsement of any company, brand, product or service, without the Athlete's prior written approval.
- (3) As a member of the Team and for the term of this Agreement, the Athlete must not appear in, participate in or permit the Athlete's Image to be used for or in connection with (unless approved by CGA in advance):
- (a) the endorsement, promotion or marketing of any betting or gambling agency, fundraising or Reward Scheme; or
 - (b) of any alcohol, tobacco, prohibited substances, pornographic or immoral businesses that relate to the Games.
- (4) The Athlete agrees that if a fundraising scheme, a betting or gambling agency, alcohol, tobacco, prohibited substance, pornographic or immoral business uses the Athlete's Image without consent in a manner contemplated under this clause 4.8, then CGA has the sole right to determine if any action should be taken in respect of such misuse or unauthorised use and the Athlete appoints the CEO or the CEO's nominee to act as the Athlete's representative, agent and attorney for that purpose, provided that CGA indemnifies the Athlete and keeps the Athlete indemnified against any loss arising from that representation.

4.9 General Media Obligations

The Athlete acknowledges and agrees that:

- (1) the Athlete must not comment on CGA or any CGA official or program without the prior written consent:
- (a) before or after the Games Period, of the CEO; and
 - (b) during the Games Period, of the Chef de Mission (or their delegate);
- (2) the Athlete is entitled to make public comments or communicate with the media in relation to the Athlete's personal performance in training or competition and that Officials are available to assist the Athlete with making these comments;
- (3) the Athlete must not perform or enter into any agreements, arrangements or understandings for:

- (a) exclusive media interviews;
 - (b) acting as a journalist or in any other media capacity;
 - (c) authoring any public or media comment for Reward (including paid Social Media posts on any platform); or
 - (d) any interview for Reward,
- without the prior written consent of:
- (e) before or after the Games Period, the CEO; and
 - (f) during the Games Period, the Chef de Mission (or their delegate);
- (4) the Athlete may agree to be interviewed by the media and CGA encourages the Athlete's co-operation with the media;
 - (5) when making public comment or engaging in interviews on social media, the Athlete acknowledges and agrees to do so in a respectful manner, that does not disclose any confidential information regarding CGA or any Team Member and that does not infringe on the privacy rights of others;
 - (6) the Athlete will exercise caution when making comments regarding CGA, the Team, any Team Member, the CGF, the Games Organising Company, any arrangements for the Games or the Games via social media or other media;
 - (7) the Athlete will consult with the Chef de Mission (or their delegate) prior to making any comments via social media or other media that may bring the Athlete, the Team or the Games into disrepute;
 - (8) the Chef de Mission (or their delegate) are the official spokespersons for the Team in all forms of media, and they are best placed to comment on all issues relating to, and affecting, the Team; and
 - (9) for media interviews with a visual element, the Athlete must wear the Team Uniform.

4.10 Social Media Obligations

The Athlete acknowledges and agrees that:

- (1) when sharing the Athlete's experiences at the Games through social media, the Athlete must only do so in a respectful manner, that does not infringe on the rights of others (including the media and CGA Sponsors);
- (2) the Athlete acknowledges that CGA treats all written social media communications as public comment;
- (3) the Athlete must not post, comment or respond to a comment in social media platforms in a way that may be construed as negative or may be considered derogatory towards others, or puts the Athlete in a situation where the Athlete's may harm the reputation of the Team, the Athlete, any Team Member, CGA, CGF, CGA Sponsors, suppliers and stakeholders or any other third party;
- (4) CGA assumes no legal liability for anything the Athlete posts on social media;
- (5) the Athlete's use of social media must at all times adhere to and reflect CGA's values of integrity, respect, excellence and inclusiveness; and
- (6) misuse of social media may also amount to a breach of this Agreement as well as a breach of the CGA Ethical Behaviour By-Law.

5 MEDICAL REQUIREMENTS

5.1 Medical Profile and Compliance

- (1) The Athlete agrees to do all things reasonably necessary to provide medical information as required by CGA or the Chief Medical Officer in connection with the Athlete's selection and participation in the Games, immediately prior to or upon execution by the Athlete of this Agreement.
- (2) The Athlete confirms that the information the Athlete provides to CGA is true and correct in every particular, and the Athlete agrees to immediately notify the Chief Medical Officer or the authorised Officials of any change of details.
- (3) CGA agrees that the medical information the Athlete provides is confidential and will be kept confidential, except to the extent that this information is public knowledge or disclosure is required for legal, medical, administrative or competition purposes in accordance with this Agreement.
- (4) The Athlete agrees to comply with all reasonable directions given by the Chief Medical Officer concerning medical matters.

5.2 Disclosure of Information

- (1) The Athlete consents to and authorises any medical practitioner, sports scientist or therapist whom the Athlete has consulted during the 12 months prior to the commencement of this Agreement or during the term of this Agreement to provide details to the Chief Medical Officer of any illness, disease or injury which the Athlete has suffered, any pre-existing medical conditions the Athlete may have, all immunisations administered and all drugs, supplements and medications prescribed for or taken by the

Athlete. NB: This information will be provided at the request of the Chief Medical Officer to determine the Athlete's medical fitness to perform to the best of the Athlete's ability at the Games and to carry out the Athlete's duties under this Agreement and duties to the Team to the best of the Athlete's ability and to assess the risk of preventing other Team Members or competitors in the Games from performing to the best of their ability.

- (2) The Athlete consents to and authorises the Chief Medical Officer to make full disclosure to the CEO, the Chef de Mission and any authorised Official of any information obtained under clause 5.2(1) and 5.3 including any diagnosis, treatment, immunisations administered, drugs supplements and medications that have been taken by, made or prescribed for the Athlete.
- (3) The Athlete consents to and authorises any medical practitioner, sports scientist or therapist whom the Athlete has consulted in the 12 months preceding the commencement of this Agreement or during the Athlete's membership of the Team, the Chief Medical Officer, the Chef de Mission and the CEO and any medical practitioner who conducts an assessment described in clause 5.3(1) to exchange with each other any information or opinions about the Athlete's health, medical condition, medical history, test results or medical services provided or to be provided to the Athlete (including any information referred to in clause 5.2(1) or 5.2(2)) for any purpose relating to the Athlete's potential selection as a Team Member or participation in the Games.
- (4) The Athlete consents to and authorises CGA to retain the Athlete's medical information and the results of any tests or examinations carried out on the Athlete 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 the Athlete's anonymity.

5.3 Medical testing

- (1) The Athlete acknowledges that the Athlete's selection to and membership of the Team is conditional upon the Athlete's participation in and the results of medical assessments at times and places determined by CGA. The Athlete agrees to provide the medical practitioner conducting the assessment with the Athlete's complete medical history including details of all immunisations, drugs and other substances used by or administered to the Athlete in the past regardless of whether they are used on a regular or irregular basis.
- (2) The Athlete agrees to undergo such medical testing as may be reasonably required by the Chief Medical Officer, including, but not limited to, giving blood samples for DNA or other biological analysis and tissue samples for analysis. The Athlete also acknowledges that additional testing may be required in accordance with the Governing Rules or the rules of the Athlete's Program Sport.
- (3) The results of the medical testing referred to in this clause 5.3 will be kept confidential by the Team medical staff, except to the extent that disclosure of that information is required for legal, medical, administrative or competition purposes in accordance with this Agreement.

5.4 Medical consent

The Athlete agrees that if the Athlete suffers any injury, accident, damage or illness in the course of the Athlete's participation in the Team, the Athlete will, wherever possible, submit to and authorise the provision of any medical treatment in accordance with the recommendation of the Chief Medical Officer. The Athlete's authorisation in this clause 5.4 is complete, valid and binding for the duration of the Games Period.

5.5 Athlete Participation

- (1) The Athlete acknowledges that the Chef de Mission or an authorised Official, acting on advice from the Chief Medical Officer, may direct the Athlete not to participate in training or in an event at the Games or at all if, in the Chief Medical Officer's opinion, the Athlete's participation would present an unacceptable risk of:
 - (a) causing harm, injury or death to the Athlete or other participants in the Games;
 - (b) aggravating an existing injury or illness; or
 - (c) infecting other Team Members or participants in the Games.
- (2) The Athlete acknowledges that if either the Chief Medical Officer or the medical practitioner responsible for the Athlete's Program Sport or the Team believe that advice to the above effect should be given to the Chef de Mission, then the advice will be given after the Chief Medical Officer and the medical practitioner responsible for the Athlete's Program Sport have together considered the suitability of giving such advice to the Chef de Mission. Where it is not reasonably practicable for the Chief Medical Officer to confer with the medical practitioner responsible for the Athlete's Program Sport, the Chief Medical Officer may provide the advice to the Chef de Mission at the Chief Medical Officer's sole and absolute discretion. The Chief Medical Officer is also entitled to seek and obtain further medical advice if the Chief Medical Officer believes that it is warranted.

6 ANTI DOPING REQUIREMENTS

- (1) The Athlete agrees not to use, attempt to use, have in the Athlete's possession, attempt to have in the Athlete's possession, traffic or attempt to traffic a 'drug of dependence, 'poison', or 'controlled substance' in contravention of the Drugs, Poisons and Controlled Substances Goods Act 1981 (VIC) (as each of these words and phrases is defined in the Act).

- (2) The Athlete agrees to be available for sample collection for the purpose of conducting anti-doping testing and provide accurate and up to date whereabouts information on a regular basis to the Athlete's NSO or CGA and as the Athlete's NSO or CGA direct.
- (3) The Athlete acknowledges and agrees that during the Games Period the Athlete is not using and will not use any drugs or medications from the time of the Athlete's selection until the expiry of the Games Period without this use being under the supervision of a medical practitioner and approved by the Chief Medical Officer.
- (4) For the purposes of determining whether the Athlete has in the Athlete's possession any evidence of the use of a prohibited substance or method prohibited under this clause 6, the Athlete authorises CGA and its authorised officers, in the presence of a third party to:
- (a) search the Athlete's bags and all possessions that the Athlete may bring into the Games Accommodation, have on the Athlete's person, have under the Athlete's control at any site accredited in association with the Games or have at any time while the Athlete is a Team Member;
 - (b) search the Athlete's clothing and person at any time while the Athlete's is a Team Member; and
 - (c) take and retain in its or their possession any substance or evidence of the use of a prohibited substance or method they may discover as a result of the search and which they believe or suspect to be a substance or method prohibited under this clause 6.
- (5) The Athlete acknowledges and agrees that CGA will:
- (a) have any substance or evidence of a prohibited method as collected under clause 6(4)(c) analysed or investigated at its expense to determine whether or not it is a prohibited substance or method.
 - (b) return such substance or evidence of a prohibited method as collected under clause 6(4)(c) to the Athlete if the analysis or investigation determines that it is not prohibited under this clause 6.
- (6) The Athlete will co-operate and assist SIA, including by:
- (a) Attending an interview to fully and truthfully answer questions;
 - (b) giving information and producing documents,
- in an investigation being conducted by SIA, even if to do so might tend to incriminate me or expose me to a penalty, sanction or other disciplinary measure to the extent that an investigation involves matters existing during the term of this Agreement (notwithstanding the expiry or termination of this Agreement).

7 INTELLECTUAL PROPERTY

The Athlete acknowledges and agrees that:

- (1) the Games are the exclusive property of the CGF and CGF owns all related rights to the Games, including but not limited to the rights relating to the organisation, exploitation, broadcasting, reproduction of any recordings and marketing of the Games by any means whatsoever; and
- (2) the Athlete must not breach the intellectual property rights of the CGF.

8 RELEASE AND INDEMNITY

8.1 The Athlete acknowledges and agrees that:

- (1) the Athlete's travel to and from Glasgow and the Athlete's consequent stay in Glasgow in connection with the Games is of the Athlete's own choice and free will, for the Athlete's participation in sport, and for the pursuit of, and engagement in, enjoyment, relaxation and leisure; and
- (2) the Athlete risks bodily injury, including paralysis, dismemberment, disability and death, arising from the Athlete's training for or participation in the Games, and while particular rules of the Athlete's Program Sport, equipment, personal training and discipline may reduce this risk, this risk of injury does exist, as well as the risk of damage to or loss of property and that the Athlete knowingly and freely assumes all these risks (both known and unknown).

8.2 The Athlete releases and indemnifies CGA, CGA's directors, the CEO, Team HQ, servants, agents, employees, volunteers or other Team Members or Assistants (**Indemnified Parties**) against any claim, loss, damage, liability, cost or expense that may be incurred or sustained by the Indemnified Parties, arising out of or in connection with any act, matter or thing done, permitted or omitted to be done by the Athlete in relation to the Athlete's membership of the Team or participation or non-participation in the Games (including any training or competition conducted in relation to the Games or arising from the Athlete's membership of the Team).

8.3 To the maximum extent permitted by law, the Athlete:

- (1) waives, releases and discharges the Indemnified Parties from any liability it or they may have to the Athlete arising out of or in connection with the Athlete's membership of the Team or this Agreement (including negligence); and
- (2) agrees not to commence legal proceedings against the Indemnified Parties arising out of or in connection with the Athlete's membership of the Team and this Agreement.

8.4 If the Athlete commences legal proceedings against the Indemnified Parties in a foreign court or tribunal or pursuant to a foreign law and obtain a judgement or award against any of them, the Athlete must not register, enter or seek to register or enter or enforce any judgement or award in Australia or any State or Territory of Australia.

8.5 CGA may take injunctive proceedings against the Athlete to restrain the Athlete from breaching the Athlete's commitment and obligation under this clause 8.

8.6 This Agreement and this clause 8 may be produced by CGA as conclusive proof of the Athlete's agreement to the terms of this clause 8.

8.7 The Athlete acknowledges and agrees that each of the Indemnified Parties is entitled to the benefit of the releases in this clause 8, which may be enforced by CGA on behalf of any of them. CGA holds on trust for the Indemnified Parties, jointly and severally, the benefit conferred by this clause 8.

9 BREACH OF THIS AGREEMENT & DISCIPLINARY ACTIONS

9.1 Breach outside Games Period

If the Athlete breaches any term of this Agreement outside the Games Period, the determination of such breach and any applicable disciplinary action will be determined by the CEO in its sole and absolute discretion. To the extent that the CEO requires information from the Athlete in relation to the determination of the breach and or disciplinary actions, the Athlete must comply with its obligations under clause 4.2(8).

9.2 Breach during Games Period

If the Athlete breaches any term of this Agreement during the Games Period, the determination of such breach and any applicable disciplinary action will be determined by the Chef de Mission, in consultation with the Team executive. To the extent that the Chef de Mission requires information from the Athlete in relation to the determination of the breach and or disciplinary actions, the Athlete must comply with its obligations under clause 4.2(8).

9.3 Disciplinary Actions

- (1) If the Athlete is found to be in breach of this Agreement, the Chef de Mission may implement any one or more of the following disciplinary actions:
 - (a) terminate the Athlete's membership of the Team;
 - (b) terminate this Agreement;
 - (c) require the Athlete to leave the Games and the Games Accommodation;
 - (d) exclude the Athlete from training and/or competition at the Games;
 - (e) cancel or withdraw any of the Athlete's Benefits;
 - (f) return the Team Uniform;
 - (g) cancel or impound the Athlete's personal Games accreditation;
 - (h) suspend the Athlete from participation in CGF or CGA events or other sanctioned events in future; and
 - (i) any such other measures as determined by the Chef de Mission or CGA.
- (2) In addition to and without limiting the Chef de Mission's powers in clause 9.2, financial penalties may be imposed against the Athlete by CGA (in the CEO's absolute discretion) in respect of CGA financial or other support provided to the Athlete if the Athlete has breached this Agreement.
- (3) The Athlete acknowledges and agrees that any decision and exercise of power pursuant to this clause 9 is final, conclusive and binding.

9.4 Other

- (1) If the Athlete is accused of breaching this Agreement, the Athlete will have an opportunity to meet with the Chef de Mission (or their delegate) or the CEO to discuss the matter and answer the accusation before a decision and any disciplinary action is taken against the Athlete.
- (2) Any person complaining to the Team or CGA about an Athlete's conduct towards them will receive a response and a determination in respect of the complaint unless the complaint made is determined by CGA as frivolous or vexatious.
- (3) CGA will take all reasonable steps to ensure that a person making a complaint to the Team or CGA or otherwise providing information related to a complaint about the Athlete's conduct will not be subject to any form of victimisation, discrimination, harassment, demotion, dismissal, threats or prejudice because

they have made such a complaint, even if the details of the complaint are subsequently determined to be incorrect or not substantiated.

10 DISPUTE RESOLUTION

- 10.1 If a dispute arises out of this Agreement (**Dispute**) the aggrieved party must deliver a written notice to the other party and the CEO as soon as practicable and within 5 Business Days of the Dispute arising, setting out (**Dispute Notice**):
- (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.
- 10.2 As soon as practicable and within 5 Business Days of receipt of the Dispute Notice, the CEO will refer the Dispute to the General Division of the NST to hear and determine according to the NST Laws.
- 10.3 The aggrieved party must pay the relevant application fee to the NST. Any other service charges payable to the NST will be determined and apportioned between the parties by the NST CEO in accordance with the NST Laws.
- 10.4 A party to the Dispute may appoint any person to act on their behalf in the proceedings before the NST.
- 10.5 The NST will provide the parties with a statement of the reasons for its determination. If a party to the Dispute wishes to appeal the decision of the General Division of the NST, that party must give notice in writing to the CEO within 5 Business Days of receipt of the determination. No right of appeal exists except as provided in this clause 10.
- 10.6 Any appeal will be heard by the Appeals Division of the NST in accordance with the NST Laws and the appealing party must pay the costs of the NST before the hearing date is set. If the party fails or refuses to pay such costs the appeal will lapse and be deemed abandoned.
- 10.7 The NST will rule on its jurisdiction and has exclusive power to order provisional and conservatory measures and to extend or abridge any of the time limits set out in this clause 10. The decisions of Appeals Division of the NST will be final and binding on the parties. Disputes in relation to anti-doping matters will be heard by the Anti-Doping Division of the NST in accordance with the CGA Anti-Doping By-Law and the NST Laws. For the avoidance of doubt, disputes relating to anti-doping matters will not be handled under the dispute resolution provisions of this Agreement.
- 10.8 In the interests of speedy and expert resolution of any Disputes, the Athlete hereby surrender any right the Athlete 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 10.
- 10.9 The parties acknowledge and 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 the Commercial Arbitration Act 1984 (Vic) (as amended).

11 PRIVACY

- 11.1 The Athlete agrees that CGA may collect personal, biographical, health information, information relating to any betting and gambling activities in connection to the Games, information relating to anti-doping matters, from the Athlete or about the Athlete from third parties including the SIA, NST, WADA, DFAT, CrimTrac, AFP or other law enforcement agency, any betting or gambling agency or operator, national or international integrity organisations, the Australian Institute of Sport, the Athlete's State or Territory Institute or Academy of Sport, the Athlete's NSO, coach, manager, agent, consultant or advisor, and may disclose any such information to such parties (acknowledging that this may include personal, health, medical or biological information including DNA and any information about the Athlete's compliance with the Athletes obligations or conditions as a Team Member).
- 11.2 The Athlete agrees that without limiting clause 11.1, if CGA, SIA, WADA, DFAT, CrimTrac, AFP or other law enforcement agency, any betting or gambling agency or operator, national or international integrity organisation, the Australian Institute of Sport, the Athlete's State Institute or Academy of Sport, the Athlete's NSO, coach, manager, agent, consultant or advisor provides information to CGA, or represents the Athlete in dealings with CGA, then CGA has authority to disclose the Athlete's personal, biographical, health, medical or biological information including DNA or information relating to the Athlete's betting or gambling activities in relation to the Games, to any of them.
- 11.3 The Athlete agrees that CGA may collect, store, use or disclose the Athlete's personal information (including sensitive or health information) for the purposes of the Athlete's membership of the Team and in accordance with CGA's Privacy Policy, including disclosing personal, sensitive or health information to the CGF, CGA's insurers or as required by CGA's policies and by-laws, including medical and anti-doping testing and investigations.
- 11.4 Except as otherwise provided in this Agreement, the Athlete acknowledges that:

- (1) CGA will collect, store, use and disclose the Athlete's personal information as set out in this Agreement and as otherwise set out in the privacy collection statement provided to the Athlete;
- (2) in making the disclosures referred to in clause 11.4(1), CGA will disclose the Athlete's personal information to third parties located overseas who may not be subject to privacy laws comparable to Australia and where Australian Privacy Principle 8.1 does not apply, and the Athlete consents to such disclosures on that basis and knowing that CGA may not be able to require those third parties to take such steps as are reasonable in the circumstances to ensure that the overseas recipient does not breach the Australian Privacy Principles (other than Australian Privacy Principle 1) set out in the Privacy Act and otherwise comply with the Australian privacy laws in relation to the information;
- (3) the Athlete will tell CGA if any of the Athlete's details change; and
- (4) the Athlete may request access to or a change to (including removal of) personal information CGA holds about the Athlete by contacting the CGA Privacy Officer at enquiries@commonwealthgames.com.au. If the removal of data is not possible, a reason will be provided to the Athlete.

12 ENTIRE AGREEMENT

- 12.1 The parties agree that this Agreement, contains the entire understanding of the parties to it and that the following documents identified in this Agreement, either attached as a schedule or available to be read on relevant websites, are incorporated into this Agreement. The Athlete acknowledges that these documents may be amended or varied from time to time.
- 12.2 Documents attached as a schedule to this Agreement:
- (1) Parents/Guardians Acknowledgement for Minors (included at SCHEDULE 1);
 - (2) the Benefits to be provided to Athletes by CGA including a summary of the insurance policy provided by CGA (included at SCHEDULE 2);
 - (3) the Athlete's Sponsorship Arrangements (included at SCHEDULE 3); and
 - (4) the Athlete's Prohibited Conduct Disclosure (included at SCHEDULE 4).
 - (5) CGA's PRIVACY COLLECTION STATEMENT (included in SCHEDULE 5).
- 12.3 Documents incorporated in the Agreement by reference:
- (1) Constitution;
 - (2) the document titled "CGF Policy for use of social media at the Commonwealth Games" (available at [insert link](#));
 - (3) CGA Anti-Doping By-Law;
 - (4) CGF Athlete Advocacy Policy;
 - (5) CGA Commercial Activities By-Law;
 - (6) CGA Ethical Behaviour By-Law;
 - (7) CGA Member Disputes Procedure By-Law;
 - (8) CGA Nomination, Selection and Appeals By-Law;
 - (9) CGA Privacy Policy; and
 - (10) CGA Social Media Policy.
- 12.4 The Athlete acknowledges and agrees that the Athlete has had the opportunity to review the documentation referenced in this Agreement as specified in clause 12.3 and that it is the Athlete's responsibility to do so.

13 DEFINITIONS & INTERPRETATION

13.1 Definitions

Unless the context requires otherwise, in this Agreement the following words and phrases have the following meanings:

AFP means the Australian Federal Police.

Agreement means this agreement including its schedules.

Assistants means:

- (1) the Officials;
- (2) persons who are not members of the Team but who are members of the Support Group;
- (3) persons approved by CGA or its authorised nominee or nominees to provide additional support services to the Team and/or the Support Group whether before, during and after the Games; and

- (4) 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.

Athlete means the athlete who is named on the cover of this Agreement.

AUS HQ means the Argyle Hotel located at 27 Washington St, Glasgow G3 8AZ, United Kingdom which will house the Team HQ and provide the primary base for Team medical support.

Benefits means each of the benefits set out in SCHEDULE 2.

Business Day means Business Day means a day on which the banks are open for business in Victoria other than a Saturday, Sunday or public holiday in Victoria.

CEO means the Chief Executive Officer of CGA.

CGA means Commonwealth Games Australia Limited.

CGA Anti-Doping By-Law means the CGA Anti-Doping By Law which may be amended from time to time and can be read on the CGA website (<https://commonwealthgames.com.au/about-commonwealth-games-australia/policies/>).

CGA By-Laws means the CGA Anti-Doping By Law, CGA Commercial Activities By-Law, CGA Ethical Behaviour By-Law, CGA Member Disputes Procedure By-Law CGA Nomination, Selection and Appeals By-Law as amended from time to time which can be read on the CGA website (<https://commonwealthgames.com.au/about-commonwealth-games-australia/policies/>).

CGA Commercial Activities By-Law means the CGA Commercial Activities By-Law which may be amended from time to time and can be read on the CGA website (<https://commonwealthgames.com.au/about-commonwealth-games-australia/policies/>).

CGA Ethical Behaviour By-Law means the CGA Ethical Behaviour By-Law which may be amended from time to time and can be read on the CGA website (<https://commonwealthgames.com.au/about-commonwealth-games-australia/policies/>).

CGA Nomination, Selection and Appeals By-Law means the CGA Nomination, Selection and Appeals By-Law which may be amended from time to time and can be read on the CGA website (<https://commonwealthgames.com.au/about-commonwealth-games-australia/policies/>).

CGA Member Disputes Procedure By-Law means the CGA Member Disputes Procedure By-Law which may be amended from time to time and can be read on the CGA website (<https://commonwealthgames.com.au/about-commonwealth-games-australia/policies/>).

CGA Privacy Policy means the CGA Privacy Policy which may be amended from time to time and can be read on the CGA website (<https://commonwealthgames.com.au/about-commonwealth-games-australia/policies/>).

CGA Social Media Policy means the CGA Social Media Policy which may be amended from time to time and can be read on the CGA website ([insert link](#)).

CGA Sponsors means the sponsors, suppliers and licensees of CGA and/or the Team.

CGF means the Commonwealth Games Federation or Commonwealth Sport.

CGF Athlete Advocacy Policy means the Athlete Advocacy Policy prepared by CGF which may be amended from time to time and can be read on the CGA website (<https://commonwealthgames.com.au/b2022/commonwealth-sport-birmingham-2022-games-policies/>).

Chef de Mission means the Chef de Mission appointed for the Team for the Games.

Chief Medical Officer means the person appointed by CGA as the chief medical officer of the Team.

Commercial Purpose means advertising, promotion, marketing or endorsement of goods, services, person or entity by any means or media, including the internet and social media.

Constitution means the Constitution of CGA in force and as amended from time to time and which is available on the CGA website and can be read on the CGA website (<https://commonwealthgames.com.au/about-commonwealth-games-australia/policies/>).

CrimTrac means information obtained from a National criminal history record check with Australian, State and Territory law enforcement agents to identify any relevant criminal history information subject to relevant spent convictions/non-disclosure legislation and/or information release policies.

DFAT means the Department of Foreign Affairs and Trade.

Dispute means a dispute as defined under clause 10.

DNA means deoxyribonucleic acid and is the molecule that carries genetic information in all living systems.

Flagbearer means the persons who are selected to carry the Australian flag in the opening and closing ceremonies of the Games.

Footage has the meaning set out in clause 4.8(1).

Games means the 2026 Commonwealth Games in Glasgow.

Games Accommodation means any CGA allocated facilities for any Australian athlete or official's accommodation in relation to the Games, including but not limited to the AUS HQ.

Games Organising Company means the company responsible for organising and staging the Games and for all commitments related to the organising and staging of the Games, including, without limitation, all financial commitments relating to the organising and staging of the Games.

Games Period means the period commencing at the opening of the AUS HQ and ending at midnight the day after the closing ceremony of the Games or such later date as the Athlete is formally discharged from the Team.

Governing Rules means:

- (1) the constitution and each of the by-laws, rules and policies (including the CGF Athlete Advocacy Policy and the **CGF Policy for use of social media at the Commonwealth Games**) of the CGF which can be read on the CGF website (insert link);
- (2) the Constitution, CGA By-Laws, CGA Privacy Policy, CGA Social Media Policy and other CGA policies, as may be adopted or amended from time to time.

Image means, in relation to a Team Member:

- (1) a photograph or other representation of the image of the Team Member, whether still or moving and whether two or three dimensional;
- (2) a caricature of the Team Member;
- (3) an original or copy signature of the Team Member;
- (4) a recording or other reproduction of the voice of the Team Member;
- (5) the name of the Team Member;
- (6) the trademark of the Team Member;
- (7) the sports performances of the Team Member including performances at the Games and recent and historical performances (whether in other Commonwealth Games or international or domestic competitions of any kind), career highlights and personal best result(s);
- (8) a quotation attributed to the Team Member;
- (9) biographical details about the Team Member including details of education and training, membership of sporting clubs and associations, current coach and coaching history;
- (10) any brief description provided by the Team Member to CGA of the nature of any major sports related injuries sustained by the Team Member and when and where they occurred;
- (11) "human interest" information about the Team Member provided by the Team Member to CGA including information about childhood ambitions, interests, unique characteristics, likes and dislikes and participation in other sports; or
- (12) any combination of two or more of the above.

Individual Sponsor means all persons that are entitled to use or licence the Athlete's Image for a Commercial Purpose, the details of which the Athlete has provided to CGA pursuant to clause 4.6(3).

Media and Communications Manager means the CGA Media and Communications Manager appointed for the Games.

NSO means the National Sporting Organisation of a Program Sport, as defined in the Constitution.

NST means the Australian Government entity known as the National Sports Tribunal established by the National Sports Tribunal Act 2019 (Cth), comprised of the General Division, the Anti-Doping Division, and the Appeals Division.

NST Laws means the National Sports Tribunal Act 2019 (Cth) and all legislative and notifiable instruments adopted under that Act

Officials means any person who is not an athlete and includes any coach, trainer, manager, agent, team staff, headquarters personnel, medical, paramedical personnel or any other person working with, treating or assisting an athlete participating in or preparing for the Games.

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 Games.

Recognised International Federations means those international federations as are recognised from time to time by the CGF.

Reward 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.

Reward Scheme means any arrangement or system of incentives that would provide a Reward to a Team Member.

SIA means Sports Integrity Australia.

Specialised Equipment means an item of apparel that is not provided to an Athlete or Team by CGA including but not limited to swimwear but excluding footwear, goggles, headwear and other protective gear.

Support Group means the group of persons appointed by CGA to provide support services to the Team, CGA and CGA Sponsors during the Games.

Team means the team selected by CGA to participate in the Games.

Team General Manager means a general manager of the Team appointed by CGA for the Games.

Team HQ means the Chef de Mission, Deputy Chefs de Mission, Chief Medical Officer, Functional, medical staff, media liaison co-ordinators, operations and administration staff and any other persons appointed by CGA to assist the Team at the Games.

Team Member means a member of the Team.

Team Uniform means ceremonial, formal and casual apparel and footwear, training and competition sportswear and equipment supplied or authorised by CGA for the Athlete's use at the Games.

WADA means the World Anti-Doping Agency being a Foundation constituted under the Swiss Civil Code in Lausanne on November 10, 1999 and any Agency contracted by WADA.

13.2 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) "including" and similar words are not words of limitation;
 - (e) a statute or other law includes regulations and other instruments under it and amendments, re-enactments or replacements or any of them; and
 - (f) "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) A reference to time, day or date by which an obligation or act must be performed or otherwise refers to the time, day or date in Melbourne, Australia.
- (4) Headings are for convenience only and do not form part of this Agreement or affect its interpretation.

14 GENERAL

- (1) **(Relationship)** 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.
- (2) **(Successors and Assigns)** To the maximum extent permitted by law, this Agreement and any obligations made by the Athlete under this Agreement apply to and bind the Athlete's heirs, executors, assigns and personal representatives.
- (3) **(Minors)** If the Athlete is under the age of 18 years, the Athlete acknowledges that this Agreement is for the benefit of the Athlete and the Athlete's selection to the Team and ongoing membership of the Team is conditional upon the Athlete's parents or guardians completing, signing the document titled "Parents/Guardians Acknowledgement for Minors" in SCHEDULE 1.
- (4) **(Order of Precedence)** This Agreement:
 - (a) has precedence over any other agreement the Athlete has or may have with the Athlete's NSO, any Recognised International Federation, employer, manager, agent, consultant, adviser, coach, Individual Sponsors or any other person or body with whom the Athlete may have contracted to provide services or benefits relating to the Games; and
 - (b) is intended to be read in conjunction with the Governing Rules and upon any inconsistency between the terms of those Governing Rules created by CGF and CGA, the terms of the Constitution and Governing Rules of created by CGF will prevail to the extent of the inconsistency;
- (5) **(Governing Law)** This Agreement is governed by the laws applicable in the state of Victoria.

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

DRAFT FOR REFERENCE ONLY - DO NOT SIGN

15 ACKNOWLEDGEMENTS

By executing this Agreement, the Athlete acknowledges and agrees that:

- (1) the Athlete has read and understood the terms of this Agreement and all documents referenced in this Agreement (including the documents listed in clause 12.3);
- (2) the Athlete has 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 that the Athlete may have had in this regard;
- (3) the Athlete's membership of the Team may be terminated and benefits under the Agreement may be withdrawn or refused if the Athlete breaches the Agreement; and
- (4) the Athlete may be disciplined through the withdrawal of privileges by CGA or the Chef de Mission for misbehaviour which does not warrant termination of membership of the Team.

EXECUTED AS AN AGREEMENT

Dated _____

SIGNED BY COMMONWEALTH GAMES AUSTRALIA LIMITED

Signature of Authorised Officer	
Name of Authorised Officer	Craig Phillips
Title of Authorised Officer	Chief Executive Officer

Signature of Witness	
Name of Witness	

SIGNED BY ATHLETE

Signature of Athlete	
Name of Athlete	Craig Phillips

Signature of Witness	
Name of Witness	

SCHEDULE 1

Parents/Guardians Acknowledgement for Minors

Name of Athlete	
------------------------	--

I, the undersigned parent/guardian of the above named Athlete acknowledge and agree:

- 1 the Athlete is under the age of 18 years as at the date of signing the Agreement;
- 2 I have read and understood the Agreement and have fully explained to the Athlete the terms and effects of the Agreement;
- 3 I 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 may have had in this regard;
- 4 the Athlete has read the agreement and, together with the benefit of my explanation, understands its terms and effects and agrees to be bound by it;
- 5 the agreement is for the benefit of the Athlete;
- 6 to guarantee the Athlete's complete and punctual performance of the Agreement;
- 7 the Athlete's membership of the Team may be terminated and benefits under the Agreement may be withdrawn or refused if the Athlete breaches the Agreement; and
- 8 the Athlete may be disciplined through the withdrawal of privileges by CGA or the Chef de Mission for misbehaviour which does not warrant termination of membership of the Team.

Signature of Parent / Guardian	
Name of Parent / Guardian	
Address of Parent / Guardian	

Signature of Witness	
Name of Witness	
Address of Witness	

SCHEDULE 2

Insurance Summary

As determined and provided by CGA and/or the Games Organising Company, in accordance with clause 3.2, CGA will provide the Athlete with limited insurance provided by [Accident & Health International Underwriting Pty Ltd (AFS Licence no. 238261)] as summarised in the table below.

Benefit	Sum insured per person (AUD\$) – all TBC
Personal Accident – Capital Benefits (Death, Loss of Limbs, Total Disablement)	
Weekly Injury Benefit (no cover for sickness)	
Overseas Medical and Medical Evacuation expenses	
Ongoing Medical Expenses	
Repatriation of Mortal remains/Funeral Expenses	
Additional and/or Forfeited Expenses	
Missed transport connection	
Baggage	
Delayed Baggage	
Money	
Electronic Equipment	
Loss of Deposits and Cancellation Expenses	
Kidnap, Detention, Extortion and Ransom	
Hire Vehicle Excess Benefit	
Personal liability	
Summary - Scope of cover: a) whilst attending any authorised pre-Games CGA conducted events 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 a National Sporting Organisation or Program Sport or any other personal or leisure travel surrounding the Games Period; b) whilst travelling to and from the Games as a Team Member by the most direct route where the fare is provided by CGA; c) cover will commence at the last point of departure en route to the Games from any pre-Games training camps and at the last point of departure en-route to the Games; d) during the Games, whilst accommodated in Games Accommodation (or other accommodation as organised by CGA) and attending authorised Team functions and performing Team duties; and/or e) whilst participating in any authorised post-Games events conducted and approved by CGA. Notes: (i) Insured Persons: Athletes and Officials selected to represent Australia at the Glasgow 2026 Commonwealth Games. (ii) 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/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 "Ongoing Medical Expenses" above. Any injuries sustained during pre-Games training camps are not covered under the CGA insurance policy. Please refer to your National Sporting Organisation's insurance policy. If an injury has not been initially treated or reported during the Games Period, it will not be claimable under the CGA policy. (iii) AHI Assist (through CGA) must be notified of any hospital treatment provided during the Games Period in order to lodge a claim under this CGA insurance policy. (iv) In order to lodge a claim for lost or stolen baggage or items, a copy of the original purchase receipt for the item is required. In addition, a formal report must be lodged with the relevant travel service provider, e.g. Airline or hotel where appropriate, with a copy required as part of the claim process. A police report must also be made in relation to any alleged theft and a copy provided as part of the claim process.	

SCHEDULE 3
Athlete's Sponsorship Arrangements

[To be completed by the Athlete]

Name of Sponsor	Term of Sponsorship	Athlete's Obligations to Sponsor

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SCHEDULE 4

Athlete's Prohibited Conduct Disclosure

Athlete must disclose in the below table any matters to be disclosed pursuant to clause 4.3(5) of this Agreement

Athlete's Disclosures - clause 4.3(1) Disclosure if Athlete has been convicted of, or charged with, any offence involving violence, alcohol or drugs, child abuse, any sex offence or any offence relating to any betting or gambling activities on sport, or any offence which is punishable by imprisonment (unless such charges have subsequently been withdrawn or the offences have been found not to be proven).	
Athlete's Disclosures - clause 4.3(2) Disclosure of the Athlete conduct (whether publicly known or not and whether before or after the date of the Athlete's selection as a Team Member) that has brought, brings or would have the tendency to bring me, the Athlete, the Athlete's Program Sport, CGA or the Team into disrepute or censure, or which is or would have the tendency to be inconsistent with, contrary to or prejudicial to the best interests, reputation or values of CGA or the CGA Sponsors, or as a result of which the Athlete's continued membership of the Team would not be or would not likely be in the best interests of the Team.	
Athlete's Disclosures - clause 4.3 Disclosure if the Athlete has breached any applicable anti-doping policy, by-law or guideline (including the CGA Anti-Doping By Law) as well as any applicable anti-doping rule and policies of SIA, the Athlete's NSO and any Recognised International Federation (unless the Athlete has already been sanctioned for the breach and completed the imposed sanction).	
Athlete's Disclosures - clause 4.3(4) Disclosure if the Athlete has tanked or induced or encouraged another athlete to tank (including, in particular, owing to an arrangement relating to betting on the outcome of any match or event) other than for legitimate tactical reasons in line within the rules of the relevant Program Sport or engaged in competition manipulation by knowingly underperforming or deliberately making bad or wrong decisions affecting the result or course of a competition, in order to obtain an undue benefit (including but not limited to a sporting or financial benefit) or engaged in any other form of corrupt conduct in relation to any match or event connected with the Games.	

SCHEDULE 5

CGA PRIVACY COLLECTION STATEMENT ATHLETES AND OFFICIALS

By seeking to participate or participating in a Commonwealth Games event or other events associated with Commonwealth Games Australia Limited ACN 629 915 448 (CGA, we, our, us), we will collect personal information about you.

The types of information we collect generally includes your name, contact details, address, date of birth, nationality at birth, place of birth, gender, height, weight, next of kin details, clothing measurements, frequent flyer numbers, social media account details, racial or ethnic origin details, sporting history, health and medical information (including medications, allergies and vaccination history), criminal history (if applicable), visa information, passport details, working with children check (if applicable), information relating to any betting and gambling activities in connection to CGA and information relating to anti-doping matters.

If you are an athlete and participate in an event, we will generally collect information about your results including your name, sport/discipline, event/phase, opponent, performance, result and medal received.

We collect, store, use and disclose your personal information (including sensitive or health information) to enable us to manage your participation in relevant sporting events and teams, including for team accreditation to enable access to villages and competition venues as well as any pre-selection processes, applying for visas and making travel arrangements as required, for our general business operation, for the purposes of your membership of the Team and in accordance with CGA's Privacy Policy, including disclosing personal, sensitive or health information to the Commonwealth Games Federation, CGA's insurers or as required by CGA's policies and by-laws, including medical and anti-doping testing and investigations.

In relation to health information, we may collect this information for the purposes of assisting medical team staff to appropriately manage and monitor health and performance during events and periods of travel for Commonwealth Games events.

In relation to athlete results, we collect this information for the purposes of maintaining historical results information and promoting the Commonwealth Games. This information will be made publicly available on the Commonwealth Games website, and other publications, and in addition may be directly provided to other sporting organisations and media organisations.

We also collect your personal information to provide you with promotional material. This may include material about Commonwealth Games events, teams and pre-selection processes and material about other events, activities, services and products offered by or associated with CGA. You can opt out of receiving such promotional communications from CGA at any time using the mechanism in such communications or by contacting our Privacy Officer on the details below.

We may collect, use, store and disclose your personal information for the above purposes (and for other purposes outlined in the Team Agreement or otherwise permitted by the privacy laws). This may include sharing of your personal information (for example, your name, sporting team and event booking and registration details, biographical, health, medical or biological information including DNA, information relating to your betting or gambling activities, and any information about your compliance with your obligations or conditions as a Commonwealth Games or other event team member) between us and other sporting bodies such as the Commonwealth Games Federation, the Australian Institute of Sport, the Commonwealth Games Organising Committee/Company, national sporting organisations who are CGA members, our sponsors, our service providers (such as travel agents and insurers), government bodies, law enforcement bodies such as ASADA / WADA, SIA, NST, DFAT, CrimTrac, AFP or other law enforcement agency, any betting or gambling agency or operator, national or international integrity organisations, your State or Territory Institute or Academy of Sport, your NSO, coach, manager, agent, consultant or advisor.

Some of the above third parties may be located overseas, including for example in the United States of America and United Kingdom. These third parties may not be subject to privacy laws comparable to Australia and where Australian Privacy Principle 8.1 does not apply, and you consent to such disclosures on that basis and knowing that CGA may not be able to require those third parties to take such steps as are reasonable in the circumstances to ensure that the overseas recipient does not breach the Australian Privacy Principles (other than Australian Privacy Principle 1) set out in the Privacy Act or to otherwise comply with the Australian privacy laws in relation to the information.

In addition, health information may be disclosed to external health care providers and games village personnel where necessary for medical assistance and to our insurers for making travel insurance claims.

We will collect your personal information from you directly, and from other third parties described above. If you provide us with personal information about another person (e.g. a person in a team that you represent), then we collect it on the basis that, that person agrees to our collection and handling of their personal information in accordance with this statement. Before you provide us with their personal information you must ensure you receive this confirmation from them.

If you do not provide us with the personal information that we request we may be unable to facilitate your participation in sporting events and provide you with other services, assistance or products that you seek.

Our Privacy Policy (located online at <http://www.commonwealthgames.com.au>) further explains how we handle personal information, including how to seek access to or correction of your personal information, and how to complain if you believe we have breached our privacy obligations.

You can also contact our Privacy Officer for further information by emailing enquiries@commonwealthgames.com.au, or writing to Privacy Officer, Commonwealth Games Australia Limited, PO Box 586, South Melbourne, Victoria 3205.

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