

# TEAM MEMBERSHIP AGREEMENT - ATHLETES

2016 OLYMPIC GAMES

---

Athlete

---

Sport

Your selection to participate in the 2016 Olympic Games as a member of the 2016 Australian Olympic Team is conditional on you entering into this Agreement and observing its terms.

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

This Agreement will commence upon the later of:

- a) the receipt of this Agreement from you either electronically or in hard copy to the General Manager of Sport at the address shown below; or
- b) your selection as a member of the 2016 Australian Olympic Team.

**Please ensure that you retain a copy of this Agreement for your reference.**

Australian Olympic Committee  
2016 Olympic Team Membership Agreement  
Level 4, 140 George Street,  
Museum of Contemporary Art  
Sydney NSW 2000  
AUSTRALIA

## TABLE OF CONTENTS

1.	MEMBERSHIP .....	4
2.	PERIOD OF AGREEMENT .....	4
3.	MEMBERSHIP BENEFITS.....	4
4.	MY OBLIGATIONS.....	5
5.	DISCIPLINARY PROCEDURES .....	8
6.	OLYMPIC LEGISLATION AND INTELLECTUAL PROPERTY .....	9
7.	BREACH OF OLYMPIC CHARTER.....	9
8.	DOPING REQUIREMENTS AND USE OF DRUGS .....	9
9.	MEDICAL REQUIREMENTS .....	10
10.	GAMBLING .....	12
11.	MEDIA REQUIREMENTS .....	12
12.	MARKETING AND SPONSORSHIP .....	12
13.	TEAM UNIFORM AND SPECIALISED EQUIPMENT .....	13
14.	INSURANCE .....	15
15.	PRIORITY .....	15
16.	RELEASE AND INDEMNITY .....	15
17.	NO EMPLOYMENT .....	16
18.	DISPUTE RESOLUTION .....	16
19.	PROPER LAW .....	16
20.	SEVERABILITY .....	17
21.	ENTIRE AGREEMENT .....	17
22.	MINORS .....	17
23.	DEFINITIONS & INTERPRETATION.....	18
24.	ATHLETE'S DISCLOSURE.....	23
25.	PARENTS/GUARDIANS ACKNOWLEDGEMENT FOR MINORS .....	23

## **SCHEDULES**

Schedule 1	Summary of Insurance Provided by the AOC
Schedule 2	AOC Ethical Behaviour By-Law
Schedule 3	Olympic Charter (Extracts)
Schedule 4	<i>Olympic Insignia Protection Act 1987</i> (Cth) (Extracts)
Schedule 5	Media Guidelines
Schedule 6	IOC Rule 40.3 Guidelines
Schedule 7	AOC Rule 40.3 Policy

## **TEAM MEMBERSHIP AGREEMENT – ATHLETES 2016 OLYMPIC GAMES**

### **1. MEMBERSHIP**

- 1.1. I acknowledge that membership of the 2016 Australian Olympic Team is an honour and a privilege and that membership is subject to my compliance with the terms of this Agreement.

### **2. PERIOD OF AGREEMENT**

- 2.1. This Agreement commences on the date of:
- 1) my selection as a member of the Team; or
  - 2) the receipt of this Agreement, returned by me (and my parent/guardian where I am a minor), if later than the date of my selection.
- 2.2. This Agreement concludes at midnight on the day after the closing ceremony of the 2016 Olympic Games, or on such later date as I am formally discharged from the Team, subject to:
- 1) my participation in official AOC welcome home parades, functions and celebrations occurring before 30 September 2016;
  - 2) clause 12.1 of this Agreement, which will continue in force until the end of the Games Period;
  - 3) clause 4.1(13) of this Agreement, which will continue in force until 31 December 2016;
  - 4) clauses 4.1(14), 12.2 and 12.3 of this Agreement, which will continue in force until 30 September 2016; and
  - 5) clauses 4.1(1), 4.1(15), 4.1(22), 4.2, 4.4, 5, 7.2, 8.4, 9.1(4), 12.4, 13.2, 14, 15, 16, 17, 18, 19, 20, 21, and 22 of this Agreement, which will survive the conclusion or termination of this Agreement.

### **3. MEMBERSHIP BENEFITS**

- 3.1. The AOC agrees to provide me, as a member of the Team, with the following benefits at the sole and absolute discretion of the AOC:
- 1) medical treatment, recovery and health care services and facilities in the Games Accommodation, in addition to OCOG polyclinic services;
  - 2) air travel, accommodation and ground transport for the Games;
  - 3) limited personal injury insurance as determined by the AOC;
  - 4) the services of coaches, performance analysts and other support personnel at the Games;
  - 5) administrative support to facilitate entry, eligibility, accreditation to and participation in the Games;
  - 6) public relations and media support services prior to and during the Games;
  - 7) tickets to events at the Games as made available to athletes by the OCOG;
  - 8) return baggage services to Australia, in accordance with the terms established between the AOC and Australia Post;

- 9) Team Uniform, and other items of clothing with the exception of competition footwear and Specialised Equipment;
  - 10) promotion of the Team, your sport and individual members of the Team with international and domestic media outlets;
  - 11) promotion of the Team, your sport and individual members of the Team through Team media, marketing, sponsorship and communication initiatives;
  - 12) promotion of individual members of the Team on the AOC website and social media platforms;
  - 13) participation in Team events (subject to competition schedules, accommodation and travel plans) including but not limited to the Team flag raising ceremony, Team sponsor hospitality and other VIP events; and
  - 14) as an Olympian, membership of the Olympians' Club in my State or Territory.
- 3.2. I acknowledge that the AOC provides AOC Funding, as governed by the AOC Programs and Funding Guidelines for sports on the program for the Games.

#### **4. MY OBLIGATIONS**

- 4.1. As a member of the Team, I shall:
- 1) comply with and be bound by the AOC Constitution, the AOC By-Laws and any corresponding guidelines, AOC directions and policies and the terms of this Agreement;
  - 2) respect the spirit of fair play and non-violence and behave accordingly;
  - 3) take all possible measures to obtain and maintain exceptional mental and physical health and encourage and support measures relating to the medical care, health and wellbeing of all 2016 Australian Olympic Team members. Perform at the highest possible standard at the Games and carry out my duties in this regard to the Team to the best of my ability;
  - 4) not at any time engage in conduct (whether publicly known or not and whether before or after the date of my selection), which has brought, brings or would have the tendency to bring me or my sport into disrepute or censure, or which is or would have the tendency to be inconsistent with, contrary to or prejudicial to the best interests, image or values of the AOC or Team Sponsors, or as a result of which my continued membership would not be or would not likely be in the best interests of the Australian Olympic Team. In the event that I have breached this clause, I will disclose the breach at clause 24 of this Agreement;
  - 5) not at any time (whether before or after the date of my selection) be convicted of, or charged with, any serious offence involving violence, alcohol or drugs, or any sex offence, or any offence relating to any betting or gambling activities on sport, or any offence which is punishable by imprisonment. In the event that I have breached this clause, I will disclose the breach at clause 24 of this Agreement;
  - 6) comply with all reasonable directions of, and arrangements made by the AOC or its President, the Chef de Mission and any person appointed by it, him or her;
  - 7) travel to and depart from my Games Accommodation on the dates and in the manner determined or approved by the AOC or as directed by the Chef de Mission;
  - 8) reside in my Games Accommodation for the whole of the Games Period as determined by the Chef de Mission or at such other location during the Games Period as directed or approved by the Chef de Mission;

- 9) inform the Chef de Mission during the Games Period of my whereabouts if I depart the Games Accommodation;
- 10) wear and use exclusively the Team Uniform throughout the Games Period and at all other times, as directed by the AOC, including without limitation at all welcome home parades, events and functions. The Team Sponsor's Marks on the Team Uniform must not be obscured or damaged. The requirement to wear the Team Uniform does not apply to competition shoes or Specialised Equipment;
- 11) provide all reasonable assistance to the AOC in its fundraising activities;
- 12) notify the AOC in writing of the names of My Sponsors and the relevant terms of the agreements with My Sponsors within 14 days of my selection as a member of the Team or immediately upon my selection if my selection occurs within 14 days prior to the commencement of the Games and to promptly advise the AOC of all changes to My Sponsors and the terms of my agreements with My Sponsors;
- 13) agree to Australia Post using my name and Image on a postage stamp if I win a gold medal at the Games and provide Australia Post with all necessary assistance for this purpose, subject to Australia Post paying me for the use of my Image in accordance with the following payment structure. I acknowledge that the AOC has negotiated with Australia Post to pay each Australian gold medallist at the Games the sum of AUD\$20,000 for the right to produce a stamp featuring the gold medallist(s) I acknowledge that if I am a member of a gold medal winning team, the stamp will feature the team as a whole and the sum of AUD\$20,000 will be divided equally between the team members. My obligation under this clause continues until 31 December 2016;
- 14) comply with the terms of the AOC Olympic Team Selection By-Law, the AOC Selection Criteria applicable to my sport and my NF's Nomination Criteria as approved by the AOC, and have made the Athlete's Acknowledgement, honestly and fully, for the purposes of nomination and selection and confirm that the Athlete's Disclosure in clause 24 is not false or misleading;
- 15) observe the provisions of the AOC Ethical Behaviour By-Law as adopted from time to time (attached at Schedule 2);
- 16) truthfully make any statutory declarations regarding anti-doping matters as required by the AOC from time to time;
- 17) have obtained the results of the medical assessment and testing as described in clause 9.2 and continue to comply with my requirements under this clause for the term of this Agreement to the complete satisfaction of the AOC;
- 18) not be in breach of the AOC Anti-Doping By-Law;
- 19) be available for sample collection and provide accurate and up to date whereabouts information on a regular basis to my NF or the AOC and as my NF or the AOC direct pursuant to the World Anti-Doping Code or IOC Anti-Doping Rules;
- 20) comply with the law applicable to this Agreement and my activities generally, whether in Australia or in any other part of the world;
- 21) not use any confidential information of the AOC or any Team member or Official for my own personal gain or disclose it to any third party without the prior written permission of the relevant party;
- 22) co-operate and assist the AOC in any matter arising in relation to my compliance with the terms of this Agreement, even if to do so might tend to incriminate me or expose me to a penalty, sanction or other disciplinary measure. This includes honestly and fully disclosing and continuing to disclose any information to the

AOC concerning any matter arising in relation to my compliance with this Agreement, including the obligations set out in this clause 4.1, immediately upon becoming aware of any such matter, and ensuring that any disclosure is not false or misleading. My obligations under this clause continue notwithstanding the conclusion or termination of this Agreement, to the extent that it concerns matters existing during the term of this Agreement; and

- 23) comply with all of the provisions of the IOC Conditions for Participation in the Games and related rules.
- 4.2. I agree that my obligations under this Agreement will bind my heirs, executors, assigns and personal representatives.
- 4.3. I acknowledge that I have had the opportunity to review the documentation referenced in this Agreement as listed at clause 21 of this Agreement and that it is my responsibility to do so.
- 4.4. With respect to my personal information I agree that:
- 1) the AOC may collect personal, biographical and health information, and information relating to any betting and gambling activities in relation to the Games, and any information relating to anti-doping matters, from me or about me from third parties including the IOC, WADA, ASADA, 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, my State or Territory Institute or Academy of Sport, my NF, coach, manager, agent, consultant or advisor, and may disclose any such information to such parties. I acknowledge that this might include personal, health, medical or biological information including DNA and any information about compliance with my obligations or conditions of membership;
  - 2) without limiting clause 4.4(1), if the IOC, WADA, ASADA, 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, my State Institute or Academy of Sport, my NF, coach, manager, agent, consultant or advisor provides information to the AOC, or represents me in dealings with the AOC, then the AOC has authority to disclose my personal, biographical, health, medical or biological information including DNA, or information relating to any betting or gambling activities by me in relation to the Games, to any of them; and
  - 3) the AOC may store, use or disclose personal information about me for the purposes of my membership of the Team and in accordance with the AOC's Privacy Policy.
- 4.5. I confirm that the AOC may track my location during the Games Period for the strict purpose of safety and security, and in the case of emergency, may share this information with the IOC, the OCOG, the AFP, DFAT, or any other government or law enforcement agency whether in Australia, Brazil or elsewhere overseas.
- 4.6. Except as otherwise provided in this Agreement, I acknowledge that:
- 1) I can access most personal information the AOC holds about me. Sometimes there will be a reason why that is not possible, in which case I will be told why;
  - 2) I will tell the AOC if any of my details change; and
  - 3) I may request access to or a change to (including removal of) personal information the AOC holds about me by contacting the AOC Privacy Officer at [privacyofficer@olympics.com.au](mailto:privacyofficer@olympics.com.au). Sometimes removal of data will not be possible, in which case I will be told why. For example, information may be necessary for

my participation in the Games, or information may have already been published and cannot be modified.

4.7. I will uphold the A.S.P.I.R.E. values developed by the AOC's Athletes' Commission:

- 1) **Attitude** – My positive attitude is essential in overcoming obstacles to help me improve and give of my best. My positive attitude is a key ingredient to success and leadership.
- 2) **Sportsmanship** – I recognise that sport is greater than the individual; that cheating reduces the stature of sport and all who love it; that class, race and creed are never factors in the attitude of true sports people and those who respect the virtues and values of sport.
- 3) **Pride** – Pride drives me when the temptation is to settle for something less. I am proud to have been chosen to represent our country.
- 4) **Individual responsibility** – I alone am responsible for my performance but I will be generous in acknowledging the support of others.
- 5) **Respect** – I respect sport, the efforts of my competitors, my team mates and officials. I respect Australia and its indigenous heritage. I respect our nation's Olympic past and the spirit of Olympism.
- 6) **Express** – I have an opinion and will express my view with thought and consideration to others. In showing my emotions I do so with individuality and, where possible, good humour and humility.

Together we aspire to achieve our highest level of performance and conduct, thus providing the finest expression of Olympism.

## 5. DISCIPLINARY PROCEDURES

5.1. If I breach any term of this Agreement at any time other than during the Games Period, such breach and any disciplinary sanctions to be applied will be determined by the AOC Executive (or its authorised delegate(s)) in its sole and absolute discretion. To the extent that the AOC Executive requires information from me in relation to the determination of the breach and/or sanctions, I will comply with my obligations under clause 4.1(22).

5.2. If I breach any term of this Agreement during the Games Period, such breach and any disciplinary sanctions to be applied will be determined by the Chef de Mission in her sole and absolute discretion. To the extent that the Chef de Mission requires information from me in relation to the determination of the breach and/or sanctions, I will comply with my obligations under clause 4.1(22). The sanctions may include but are not limited to:

- 1) termination of my membership of the Team;
- 2) requiring me to leave the Games and the Games Accommodation;
- 3) excluding me from competition at the Games;
- 4) cancelling or impounding my Games identity card or accreditation;
- 5) requiring me to take or not take such action as deemed appropriate by the Chef de Mission;
- 6) imposing financial penalties in respect of AOC financial or other support provided to me; and
- 7) such other measures as determined by the Chef de Mission.



- 5.3. If I breach any term of this Team Agreement either during the Games Period or at any time other than during the Games Period and the matter is not determined until after the conclusion of this Agreement, such breach and any disciplinary sanctions to be applied will be determined by the AOC Executive (or its authorised delegate(s)) in its sole and absolute discretion. The sanctions may include but are not limited to:
- 1) ineligibility for selection to future Australian Olympic Teams;
  - 2) early discharge from any future Australian Olympic Team;
  - 3) imposing financial penalties in respect of AOC financial or other support provided to me; and
  - 4) such other measures as determined by the AOC.
- 5.4. Any sanctions imposed under this clause 5 are not exclusive and may be in addition to other sanctions the AOC or any other entity may impose, including any sanctions available under their membership or employment contracts.

## **6. OLYMPIC LEGISLATION AND INTELLECTUAL PROPERTY**

- 6.1. Under the Olympic Charter, the Olympic Games are the exclusive property of the IOC, which owns all rights relating to the Olympic Games including, without limitation, the rights to their organisation, exploitation, broadcasting and reproduction by any means whatsoever.
- 6.2. The specific legislation enacted for the benefit of the AOC and the Olympic movement in Australia is the *Olympic Insignia Protection Act 1987* (Cth). Extracts from the *Olympic Insignia Protection Act 1987* (Cth) are attached at Schedule 4 of this Agreement.
- 6.3. I will comply with this legislation and I will not breach the intellectual property rights of the AOC, including without limitation, its statutory rights under this legislation which restricts my use of any Olympic words or designs without the permission of the AOC.

## **7. BREACH OF OLYMPIC CHARTER**

- 7.1. I acknowledge that if I breach or infringe a term of the Olympic Charter, the IOC Executive Board may withdraw my personal accreditation or that of my team (if applicable) and may disqualify me and/or my team and I/we may lose the benefit of any ranking obtained. Should this occur, any medal awarded to me or my team (if applicable) will be withdrawn and returned to the IOC within 7 days as well as any diploma which has been handed to me or my team (if applicable).
- 7.2. I acknowledge that if I breach the Olympic Charter I will also be in breach of this Agreement and the disciplinary procedures in clause 1) will apply.

## **8. DOPING REQUIREMENTS AND USE OF DRUGS**

- 8.1. I agree:
- 1) to comply with:
    - a. the AOC Anti-Doping By-Law;
    - b. my NF and the IF anti-doping policy for my sport;
    - c. the World Anti-Doping Code; and
    - d. the IOC Anti-Doping Rules.

- 2) not to use, attempt to use, have in my possession, attempt to have in my possession, traffic or attempt to traffic a 'drug of addiction', 'poison', or 'restricted substance' in contravention of the *Poisons and Therapeutic Goods Act 1966* (NSW) (as each of these words and phrases is defined in the Act).
- 8.2. I agree that I am not using and will not use any drugs and medications from the time of my selection until I am no longer a member of the Team without this use being under the supervision of a medical practitioner. All drugs and medications that I am prescribed must first be approved by the Team Medical Director or his nominee.
- 8.3. For the purposes of determining whether I have in my possession any evidence of the use of a prohibited substance or method prohibited under the World Anti-Doping Code or clause 8.1 of this Agreement, I authorise the AOC and its authorised officers to, in the presence of a third party:
  - 1) search my bags and all possessions that I may bring into the Games Accommodation, have on my person, have under my control at any Olympic Venue or have at any time while I am a member of the Team;
  - 2) search my clothing and person at any time while I am a member of the Team; and
  - 3) 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 the World Anti- Doping Code or clause 8.1 of this Agreement. I acknowledge that the AOC will have any such substance or evidence of a prohibited method analysed or investigated at its expense to determine whether or not it is a prohibited substance or method.
- 8.4. I acknowledge that the AOC will return such substance or evidence to me if the analysis or investigation determines that it is not prohibited under the World Anti-Doping Code or clause 8.1 of this Agreement.
- 8.5. I will co-operate and assist ASADA, including by:
  - 1) attending an interview to fully and truthfully answer questions;
  - 2) giving information; and
  - 3) producing documents,in an investigation being conducted by ASADA, even if to do so might tend to incriminate me or expose me to a penalty, sanction or other disciplinary measure. My obligations under this clause continue notwithstanding the conclusion or termination of this Agreement, to the extent that an investigation involves matters existing during the term of this Agreement.
- 8.6. Where it is alleged that I have breached the AOC Anti-Doping By-Law by committing an anti-doping rule violation (as defined in the AOC Anti-Doping By-Law), I agree to an expedited hearing. I provide this consent under R44.4 of the Code of Sports-Related Arbitration in order to minimise the disruption to my preparation and participation in the Games, and to my fellow Team members.

## **9. MEDICAL REQUIREMENTS**

### **DISCLOSURE OF INFORMATION**

- 9.1. I authorise:
  - 1) any medical practitioner, sports scientist or therapist whom I have consulted in the 12 months preceding the commencement of this Agreement or during my membership of the Team, to provide details to the Team Medical Director of any

illness, disease or injury which I may have suffered or any pre-existing medical condition and all immunisations administered and drugs and medications prescribed for me. This information will be provided at the request of the Team 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, 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 Team Medical Director to make a full disclosure to the CEO and the Chef de Mission of any information obtained pursuant to clause 9.1(1) and pursuant to the medical assessment described in clause 9.2, including any diagnosis, treatment, immunisations administered, and drugs and medications that have been made or prescribed for me;
- 3) any medical practitioner, sports scientist or therapist whom I have consulted in the 12 months preceding the commencement of this Agreement or during my membership of the Team, the Team Medical Director, the Chef de Mission, the CEO and any medical practitioner who conducts an assessment described in clause 9.2 to exchange with each other any information or opinions about my health, medical condition, medical history, test results or medical services provided or to be provided to me (including any information referred to in paragraph 9.1(1) or 9.2(2) above) for any purpose relating to my selection for or participation in the Games; and
- 4) the AOC to retain my medical information and the results of any tests or examinations to which I was subjected for use in research and publication in medical and scientific papers, provided that my anonymity is maintained in any publication.

#### **MEDICAL ASSESSMENT, TESTING AND ANALYSIS**

- 9.2. I acknowledge that my selection to and membership of the Team is conditional upon my participation in and the results of a medical assessment at a time and place determined by the AOC or my NF. I agree to provide the medical practitioner conducting the assessment with my complete medical history including details of all immunisations, drugs and other substances used by or administered to me in the past regardless of whether they are used on a regular or irregular basis.
- 9.3. I agree to undergo medical testing as reasonably required by the Team Medical Director, including, but not limited to, giving blood samples for DNA or other biological analysis. I understand that I may be tested for human immunodeficiency virus (HIV).
- 9.4. In accordance with the Olympic Charter, I may be required to undergo testing pursuant to the provisions of the World Anti-Doping Code and the IOC Anti-Doping Rules.

#### **PARTICIPATION IN EVENTS**

- 9.5. I acknowledge that the Chef de Mission, acting on advice from the Team Medical Director, may direct me not to participate in an event at the Games or at all if, in her opinion, my participation would constitute an unacceptable risk of:
  - 1) causing harm, injury or death either to me or other participants in the Games;
  - 2) aggravating an existing injury or illness; or
  - 3) infecting other Team members or participants in the Games.
- 9.6. I acknowledge that the AOC has instituted a procedure that if either the Team Medical Director or the medical practitioner responsible for my section on 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 Team Medical Director and the medical practitioner responsible for my section have together considered the suitability of giving such advice to the Chef de Mission. Where it is not reasonably practicable for the Team Medical Director to confer with the medical practitioner responsible for my section, the Team Medical Director may provide the advice to the Chef de Mission at his sole and absolute discretion. The Team Medical Director is also entitled to seek and obtain further medical advice if he believes that it is warranted.

## **DIRECTIONS**

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

## **10. GAMBLING**

- 10.1. I agree that:

- 1) I will not 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 gambling agency that relates to the Games;
- 2) I will not participate or assist in any betting or gambling activities associated with the staging of the Games or any performances at the Games (including by disclosing inside information); and
- 3) in the event that any fundraising scheme, betting or gambling agency uses my Image without my consent, in a manner contemplated in this clause, then the AOC has the sole right to determine whether any claim should be made in respect of such misuse or unauthorised use and I appoint the CEO or her nominee to act as my representative, agent and attorney for that purpose, provided that the AOC indemnifies me and keeps me indemnified against any loss arising from that representation.

## **11. MEDIA REQUIREMENTS**

- 11.1. I will comply with and be bound by the Media Guidelines, attached at Schedule 5, as supplemented, amended or varied from time to time by the AOC or the Chef de Mission.
- 11.2. Nothing in clause 11.1 will prevent me from factually representing that I was involved in the Olympic Games as an Olympian as that term is used in the *Olympic Insignia Protection Act 1987* (Cth), provided that during the Games Period I do not use or permit the use of my membership of the Team for advertising, marketing or other commercial purposes.
- 11.3. The AOC assumes no legal liability for anything posted on a social media site by an athlete or any other Team Member other than the Chef de Mission or her designated spokesperson.

## **12. MARKETING AND SPONSORSHIP**

- 12.1. Except as permitted by the CEO, I will not allow my person, name, picture or sports performances to be used for advertising purposes during the Games Period.
- 12.2. Except to the extent that My Sponsors compete with any of the Team Sponsors, I agree to:
- 1) assist and co-operate with the AOC and the Team Sponsors to enable the Team Sponsors to maximise the promotional benefits from their sponsorship of or supply to the AOC and the Team; and

- 2) comply with all reasonable directions of the AOC or its authorised nominees in assisting the AOC and the Team Sponsors, including, but without limitation, ensuring that any Marks of Team Sponsors receive the widest possible exposure.

12.3. I agree that:

- 1) the Team Sponsors may use my Image to promote Australia's participation in the Games and in their advertising, promotion or marketing activities, provided that the use of my Image is limited to being part of the Team as a whole. This obligation applies even if a Team Sponsor competes with one of My Sponsors;
- 2) the Team Sponsors may use my Image in congratulatory advertising which will be solely for the purpose of congratulating me for my performance at the Games and will not contain or imply any endorsement by me of the Team Sponsor involved or its products or services;
- 3) I will not obscure, or attempt to obscure or damage any Marks of Team Sponsors, including suppliers of the Team Uniform;
- 4) I will not appear or participate in, or permit my Image to be used for any fundraising activities for or on behalf of, or purportedly for and on behalf of, the AOC, the Team or members of the Team without the prior written consent of the AOC;
- 5) unless specifically approved by the AOC, I will not appear or participate in, or permit my Image or performance at the Games to be used for or in connection with the endorsement, promotion or marketing of any Reward scheme; and
- 6) in the event that any fundraising or Reward scheme uses my Image without my consent, in a manner contemplated in this clause, then the AOC has the sole right to determine whether any claim should be made in respect of such misuse or unauthorised use and I appoint the CEO or her nominee to act as my representative, agent and attorney for that purpose, provided that the AOC indemnifies me and keeps me indemnified against any loss arising from that representation.

12.4. I agree to be filmed, video taped and photographed and to have my name, Image, picture, likeness, voice and biographical information otherwise recorded, in any media, before, during or after the Games, by the AOC, the AOC's official photographer(s), film crew(s), video crew(s) and by any other entity authorised by the AOC, whether under conditions specified by the AOC, the IOC or the OCOG (the **Footage**).

12.5. I hereby grant the AOC the irrevocable, perpetual, worldwide right and license to use, and to authorise third parties to use, in all media, the Footage for:

- 1) news and information purposes;
- 2) promotion of the Games and the specific competition(s) in which I compete;
- 3) promotion of the Team;
- 4) promotion of the AOC and the Olympic movement (including on any Olympic network) in Australia,

provided that, in no event the AOC uses, or authorises for any Commercial Purpose, use of, the Footage in any manner that would imply my endorsement of any company, brand, product or service, without my written permission.

### **13. TEAM UNIFORM AND SPECIALISED EQUIPMENT**

13.1. I agree to keep confidential the design and other details of the Team Uniform until these are disclosed by the AOC to the public.

- 13.2. I acknowledge that the Team Uniform is given to me by the AOC for the sole purpose of my participation in the Games and at all times remains the property of the AOC. My only rights with respect to the Team Uniform are stated in this clause. I will be entitled to retain possession of the Team Uniform provided I observe the following conditions:
- 1) I will not use or permit use of the Team Uniform or any part of it (including reproductions) for any Commercial Purpose without the prior written permission of the CEO;
  - 2) I will not sell or give away the Team Uniform or any part of it without the prior written permission of the CEO, which may be given on terms determined by the CEO in her sole and absolute discretion;
  - 3) I will not permit, and will not allow third parties to use the Team Uniform or any part of it in memorabilia programs, fundraisers, or donations to charities for sale without the prior written permission of the CEO. This permission may be given on terms determined by the CEO in her sole and absolute discretion;
  - 4) I acknowledge that the Team Uniform bears the Olympic Symbol, the Australian Coat of Arms and other trade marks and designs owned by the AOC. I acknowledge I have no right to use any of these symbols; and
  - 5) should I breach the above conditions, I will immediately return all of the Team Uniform to the AOC at the CEO's request.
- 13.3. I acknowledge and agree that, unless specific equipment is determined by the General Manager of Sport to be Specialised Equipment, I am precluded from using that equipment at the Games.
- 13.4. If I wish to use Specialised Equipment at the Games, I shall have submitted a request in writing to the General Manager of Sport no later than six months prior to the Games (i.e.: before 5 February 2016). I understand that my request must contain all information about the equipment I wish to use and any other information I believe will assist the General Manager of Sport in coming to a determination. Approval of Specialised Equipment will be granted on a case by case basis.
- 13.5. If I receive approval from the General Manager of Sport to use the Specialised Equipment, unless the Specialised Equipment is provided by the AOC, I will be responsible for the cost of and obtaining the Specialised Equipment and I must be the unencumbered owner of it.
- 13.6. If the AOC supplies the Specialised Equipment, then the AOC is the owner of the Specialised Equipment. In addition, I agree that:
- 1) I will use the Specialised Equipment throughout the Games;
  - 2) I will not obscure, damage or allow the Team Sponsor's Marks on the Specialised Equipment to be obscured or damaged while it is used during the Games; and
  - 3) I will not use any equipment unless a request to use Specialised Equipment has been submitted to and approved by the AOC.
- 13.7. I acknowledge and agree that, to be approved by the AOC, all Specialised Equipment must:
- 1) be considered on the dual brand by brand and style by style bases;
  - 2) have a proven material effect on my performance, due to the specialised characteristics of the equipment;
  - 3) conform to the "look and design" of the Team Uniform, unless otherwise approved by the AOC; and

- 4) unless the supplier and/or manufacturer of the Specialised Equipment is a Team 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.
- 13.8. In relation to Specialised Equipment, I must not promote or advertise at any time:
- 1) the manufacturer and supplier of the Specialised Equipment;
  - 2) the Specialised Equipment; or
  - 3) any other goods or services of the manufacturer and supplier of the Specialised Equipment,  
by any representation or reference to my:
  - 4) membership of any Team; or
  - 5) participation in or performances at any Olympic Games,
- or permit, condone or authorise any such promotion or advertisement.

#### **14. INSURANCE**

- 14.1. The AOC will provide me with limited personal injury insurance. The insurance benefits are subject to the terms and conditions of the relevant insurance policies which are summarised in Schedule 1 and available on request from the General Manager of Sport.
- 14.2. Notwithstanding clause 14.1, the AOC strongly recommends that I obtain insurance cover for medical expenses arising from any injury or illness I may suffer while a member of the Team. I am responsible for the cost of any extra insurance cover.
- 14.3. I agree that the AOC is not responsible for my medical expenses in Australia and overseas or for any loss of income arising from any injury or illness I may suffer while a member of the Team and that the release and indemnity contained in clause 16 precludes me, amongst other things, from claiming any such medical and like expenses and loss of income from the AOC.

#### **15. PRIORITY**

- 15.1. As the AOC is solely responsible, under the Olympic Charter, for the entry and accreditation of participants from Australia in the Games, I agree that this Agreement has priority over any other agreement I have or may have with my NF, employer, manager, agent, consultant, adviser, coach, My Sponsors or any other person or body with whom I may have contracted to provide services or benefits.

#### **16. RELEASE AND INDEMNITY**

- 16.1. I agree to indemnify the AOC, the AOC's servants or agents or other members of the Team against any claim, loss, damage, liability, cost or expense that may be incurred or sustained by the AOC, the AOC's servants or agents or other members of the Team, arising out of any act, matter or thing done, permitted or omitted to be done by me in relation to my membership of the Team or my participation in the Games.
- 16.2. I acknowledge and agree that I risk bodily injury, including paralysis, dismemberment, disability and death, arising from my training for or participation in the Games, and while particular rules of my 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. I knowingly and freely assume all these risks, both known and unknown.

- 16.3. I acknowledge that by agreeing not to sue, and by releasing and indemnifying the AOC, its employees and volunteers who are Officials on the Team, against any act, including negligence, this binds my heirs, executors, assigns and personal representatives.
- 16.4. I acknowledge and agree that if I commence legal proceedings against the AOC, the AOC's servants or agents or other members of the Team in a foreign court or tribunal or pursuant to a foreign law and obtain a judgement or award against any of them, I will not register, or seek to register or enter or enforce any judgement or award in Australia or any State or Territory of Australia and that:
- 1) the AOC may take injunctive proceedings against me to restrain me from breaching my commitment and obligation under this clause; and
  - 2) this Agreement and this clause may be produced by the AOC as conclusive proof of my agreement to the commitment and obligation as detailed above.

## **17. NO EMPLOYMENT**

- 17.1. I agree that this is not an employment agreement and does not make me an employee of the AOC. I acknowledge that I am not required to provide services to the AOC and that any services provided by me under this Agreement are provided to the Team and my fellow Team members as a whole.

## **18. DISPUTE RESOLUTION**

- 18.1. If any dispute arises in relation to this Agreement, the dispute shall commence in the Appeals Arbitration Division of the Court of Arbitration for Sport in accordance with the Code of Sports-Related Arbitration.
- 18.2. The Court of Arbitration for Sport will rule on its jurisdiction and has exclusive power to order provisional and conservatory measures. The decision of the Court of Arbitration for Sport will be final and binding on the parties.
- 18.3. In the interests of an expedited resolution of any dispute, I surrender any right I may have to institute or maintain proceedings in any court or other judicial authority in relation to that dispute, and I surrender any right to file an appeal to any court or other judicial authority from any arbitral award, decision or ruling issued by the Court of Arbitration for Sport. In particular, and without restricting the generality of the provisions of the *Commercial Arbitration Act 2010* (NSW), I agree that neither party will have the right of 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.
- 18.4. The sole grounds of appeal against a decision of the AOC Executive, the CEO or the Chef de Mission or its, her or their authorised delegate(s), are that it:
- 1) was affected by actual bias; or
  - 2) was obviously or self evidently so unreasonable or perverse that it can be said to be irrational.
- 18.5. The parties consent to the grounds of appeal to CAS, the names of the arbitrators, the date of the hearing, the final award and the reasons contained in the award being made public.

## **19. PROPER LAW**

- 19.1. This Agreement is made in New South Wales and is governed by the laws applicable in the State of New South Wales.



- 19.2. The Court of Arbitration for Sport will determine any dispute according to the laws applicable to the State of New South Wales. The Seat of the Court of Arbitration for Sport is in Lausanne, Switzerland.
- 19.3. To the extent that this Agreement is inconsistent with the Code of Sports – Related Arbitration of the Court of Arbitration for Sport, this Agreement prevails and amends the Code to that extent.

## **20. SEVERABILITY**

- 20.1. Should any provision of this Agreement or its application be held 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.

## **21. ENTIRE AGREEMENT**

- 21.1. I agree that there are no representations, warranties, promises, covenants or undertakings other than those expressly set out in this Agreement. I 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 in this Agreement. I acknowledge that these documents may be amended or varied from time to time.
- 21.2. Documents attached as a schedule to this Agreement:
- 3) Summary of insurance provided by the AOC;
  - 4) AOC Ethical Behaviour By-Law;
  - 5) Olympic Charter (extracts);
  - 6) *Olympic Insignia Protection Act 1987* (Cth) (extracts);
  - 7) Media Guidelines;
  - 8) IOC Rule 40.3 Guidelines; and
  - 9) AOC Rule 40.3 Policy.
- 21.3. Documents incorporated in the Agreement by reference:
- 1) AOC Constitution (available on [olympics.com.au](http://olympics.com.au));
  - 2) AOC National Federation Commercial Activities By-Law and any corresponding guidelines (available on [olympics.com.au](http://olympics.com.au));
  - 3) AOC Olympic Team Selection By-Law (available on [olympics.com.au](http://olympics.com.au));
  - 4) AOC Funding Guidelines for sports on the program for the Games (available on [olympics.com.au](http://olympics.com.au));
  - 5) AOC Anti-Doping By-Law (available on [olympics.com.au](http://olympics.com.au));
  - 6) Olympic Charter (full text) (available on [olympics.com.au](http://olympics.com.au) or [olympic.org](http://olympic.org));
  - 7) IOC Code of Ethics (available on [olympics.com.au](http://olympics.com.au) or [olympic.org](http://olympic.org)); and
  - 8) World Anti-Doping Code (available on [wada-ama.org](http://wada-ama.org)).

## **22. MINORS**

- 22.1. If I am under the age of 18 years, I acknowledge that this Agreement is for my benefit and my selection is conditional upon my parents or guardians providing the signed acknowledgement, in clause 25.

- 22.2. If I purport to repudiate this Agreement:
- 1) before the commencement of the Games, I acknowledge that my membership of the Team will automatically terminate upon this repudiation; and
  - 2) after the commencement of the Games, then my repudiation will be of no effect unless confirmed by a court having jurisdiction under section 34 of the *Minors (Property and Contracts) Act 1970* (NSW).

## 23. DEFINITIONS & INTERPRETATION

23.1. In this Agreement the following definitions apply unless the context requires otherwise:

<b>AFP</b>	means the Australian Federal Police.
<b>AOC</b>	means the Australian Olympic Committee Inc., Australian Olympic Committee Executive or any commission or committee established pursuant to the Constitution of the AOC.
<b>AOC Anti-Doping By-Law</b>	means the AOC Anti-Doping By-Law in force and as amended from time to time and is available on the AOC website (olympics.com.au).
<b>AOC By-Laws</b>	means the AOC By-Laws in force and as amended from time to time which are available and can be read on the AOC website (olympics.com.au).
<b>AOC Constitution</b>	means the AOC Constitution in force and as amended from time to time which is available and can be read on the AOC website (olympics.com.au).
<b>AOC Ethical Behaviour By-Law</b>	means the AOC Ethical Behaviour By-Law in force and as amended from time to time which is annexed at schedule 2 and is available on the AOC website (olympics.com.au).
<b>AOC Executive</b>	means the Executive as elected or, in the case of the Chief Executive Officer, appointed in accordance with the AOC Constitution.
<b>AOC Funding and AOC Programs and Funding Guidelines</b>	means the funding and other initiatives provided by the AOC under the AOC Programs and Funding Guidelines for sports on the program for the 2016 Olympic Games in Rio de Janeiro as adopted by the AOC from time to time and available on the AOC website (olympics.com.au).
<b>AOC National Federation Commercial Activities By-Law</b>	means the AOC National Federation Commercial Activities By-Law in force and as amended from time to time which is available and can be read on the AOC website (olympics.com.au).
<b>AOC Olympic Team Selection By-Law</b>	means the AOC Olympic Team Selection By-Law in force and as amended from time to time which is available on the AOC website (olympics.com.au).
<b>AOC's servants or agents</b>	means the AOC's officers, directors (including the AOC President), the Chef de Mission, Team Media Director, Team Medical Director, employees, agents, volunteers, Assistants, officials, members of the Support Group, persons approved by the AOC or its authorised nominee or nominees to provide support services whether before or during the Games.

<b>ASADA</b>	means the Australian Sports Anti-Doping Authority and includes any successor established by the Australian Government as the National Anti-doping Organisation for Australia.
<b>Assistants</b>	<ul style="list-style-type: none"> <li>a) Officials;</li> <li>b) persons who are not members of the Team but who are members of the Support Group;</li> <li>c) persons approved by the AOC or its authorised nominee or nominees to provide additional support services to the Team and/or the Support Group and whether before or during the Games; and</li> <li>d) employees of the AOC providing services as members of the Team or the Support Group whether as part of or in addition to their normal duties to the AOC.</li> </ul>
<b>CEO</b>	means the Chief Executive Officer of the AOC.
<b>Chef de Mission</b>	means the Chef de Mission of the Team.
<b>Claims</b>	means actions, appeals, causes of action, disputes, proceedings, demands, claims or liability for claims.
<b>Commercial Purpose</b>	means advertising, promotion, marketing or endorsement of goods or services by any means or media, including the Internet and social media.
<b>CrimTrac</b>	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.
<b>DFAT</b>	means the Department of Foreign Affairs and Trade.
<b>Dispute</b>	means actions, appeals, causes of action, proceedings, demands, claims, liability for claims or disputes.
<b>DNA</b>	means deoxyribonucleic acid and is the molecule that carries genetic information in all living systems.
<b>Games</b>	means the 2016 Olympic Games in Rio de Janeiro from 5 – 21 August 2016.
<b>Games Accommodation</b>	means the AOC endorsed facility or facilities for the accommodation of members of the Team during the Games, including the Olympic Village/s.
<b>Games Period</b>	<p>means the period commencing at the earlier of:</p> <ul style="list-style-type: none"> <li>a) the assembly of the Team for the Games under the control and authority of the Chef de Mission; or</li> <li>b) the opening of the Games Accommodation;</li> </ul> <p>and ends at midnight on the third day after the closing ceremony of the Games.</p>
<b>General Manager of Sport</b>	means the AOC General Manager of Sport.
<b>IF</b>	means an International Federation being a body controlling a branch of sport and recognised as such by the IOC.

**Image**

Means, in relation to a Team member,:

- a) a photograph or other representation of the image of the Team member and whether two or three dimensional;
- b) a caricature of the Team member;
- c) an original or copy signature of the Team member;
- d) a recording or other reproduction of the voice of the Team member;
- e) the name of the Team member;
- f) the trademark of the Team member;
- g) the sports performances of the Team member including performances at the Games and recent and historical performances (whether in other Olympic Games or international or domestic competitions of any kind), career highlights and personal best result(s);
- h) a quotation attributed to the Team member;
- i) biographical details about the Team member including details of education and training, membership of sporting clubs and associations, current coach and coaching history;
- j) any brief description provided by the Team member to the AOC of the nature of any major sports related injuries sustained by the Team member and when and where they occurred; or
- k) "human interest" information about the Team member provided by the Team member to the AOC including information about childhood ambitions, interests, unique characteristics, likes and dislikes and participation in other sports,

or any combination of two or more of the above.

**Internet**

means the world-wide network of TCP/IP-based networks, including without limitation servers running applications such as the World Wide Web, e-mail, chat lines, blogs, discussion forums, online diaries, File Transfer Protocol and browser based search engines. For the purpose of this Agreement, it also means any other form or medium for the digital transmission of images, sound and data, including broadband, WAP, SMS, interactive television, and other digital, interactive and social media.

**IOC**

means the International Olympic Committee.

**IOC Anti-Doping Rules**

means the International Olympic Committee Anti-Doping Rules Applicable to the Games of the XXXI Olympiad, in Rio de Janeiro, in 2016, issued by the IOC and can be read on the IOC website (olympic.org).

**IOC Code of Ethics**

means the IOC Code of Ethics in force and as amended from time to time which is available and can be read on the IOC website (olympic.org).

<b>IOC Conditions for Participation in the Games</b>	means the conditions of eligibility to compete in the Olympic Games, established by the IOC under the Olympic Charter.
<b>Loss</b>	means damages, compensation, costs, expenses or loss.
<b>Marks</b>	means intellectual property and includes without limitation all identifying signs, indicia and logos.
<b>Media Guidelines</b>	means the Media Guidelines in force and as amended from time to time and attached at Schedule 5 and available on the AOC website (olympics.com.au)
<b>My Sponsors</b>	means all third parties who use or have the right to use or licence the use of my Image for a Commercial Purpose.
<b>NF</b>	means the National Federation which is a member of the AOC and controls a branch of sport in Australia.
<b>OCOG</b>	means the Organising Committee responsible for the organisation and staging of the Olympic Games. For the 2016 Olympic Games this is known as Rio 2016.
<b>Official</b>	means the Chef de Mission, Team Media Director, Deputy Chef de Missions, Team Medical Director, Athlete Services Manager, Operations Manager, Support Services Manager, coaches, conditioners, massage therapists, media liaison officers, main press centre personnel, medical practitioners, mechanics, nutritionists, physiotherapists, psychologists, sports scientists, technicians, other officials of the Team.
<b>Olympians' Club</b>	means State or Territory organisations interested in and associated with Olympians and the Olympic Movement and recognised as such by the Executive.
<b>Olympic Charter</b>	means the Olympic Charter of the IOC in force and as amended from time to time which is available and can be read on the IOC website (olympic.org).
<b>Olympic Insignia Protection Act 1987 (Cth)</b>	means the <i>Olympic Insignia Protection Act 1987 (Cth)</i> (as amended from time to time) enacted for the benefit of the AOC and the Olympic movement in Australia.
<b>Olympic Symbol</b>	consists of five interlaced rings of equal dimensions, used alone, in one or in five different colours. When used in its five-colour version, these colours shall be, from left to right, blue, yellow, black, green and red. The rings are interlaced from left to right; the blue, black and red rings are situated at the top, the yellow and green rings at the bottom. The Olympic symbol expresses the activity of the Olympic Movement and represents the union of the five continents and the meeting of athletes from throughout the world at the Olympic Games.
<b>Olympic Venue</b>	means a venue or event site for the Games in respect of which accreditation is required from the IOC in order to have access during the Games, including, but not limited to the Olympic Village, the media centre, the international broadcasting centre, the official interview area, the training and competition sites and the Games hotels.
<b>Olympic Village</b>	means the official accommodation facilities for Athletes and coaches participating in the Games provided by Rio 2016, and

	known as the “Olympic Village”.
<b>President</b>	means the AOC President.
<b>Reward</b>	includes all benefits, whether in cash or in kind, paid or given to me on the basis of my performance at a Games, including medals and gifts.
<b>Specialised Equipment</b>	means equipment designated as specialised equipment by the AOC pursuant to By-Law 2.3 to rules 27 and 28 of the Olympic Charter.
<b>Support Group</b>	means the group of persons approved by the AOC to provide support services to the Team, the AOC and the Team Sponsors during the Games.
<b>Team</b>	means the 2016 Australian Olympic Team.
<b>Team Media Director</b>	means the person appointed by the AOC as the Media Director for the Team.
<b>Team Medical Director</b>	means the person appointed by the AOC as the Medical Director for the Team.
<b>Team Sponsors</b>	means the sponsors, suppliers and licensees of the AOC and/or the Team.
<b>Team Uniform</b>	means ceremonial, formal and casual apparel and footwear, training and competition sportswear and equipment supplied or approved by the AOC for the Team member’s use at the Games.
<b>WADA</b>	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.
<b>World Anti-Doping Code</b>	means the code in force and as amended from time to time issued by WADA, which is available and can be read on the AOC website (olympics.com.au).
<b>Written Notice or in writing</b>	means notice in writing by letter, facsimile or email or other written means of communication.

## INTERPRETATION

- 23.2. Unless the context otherwise requires, reference to:
- 1) the singular includes the plural and the plural includes the singular and words importing one gender include the others;
  - 2) persons include incorporated and unincorporated bodies, partnerships, joint ventures and associations and vice versa and their legal personal representatives, successors and assigns;
  - 3) a party includes the party’s executors, administrators, successors and permitted assigns and substitutes;
  - 4) a statute or other law includes regulations and other instruments under it and amendments, re-enactments or replacements or any of them; and
  - 5) “dollars”, “AUD” or “\$” is the lawful currency of Australia.
- 23.3. 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 Sydney, Australia.

- 23.4. The meaning of general words is not limited by specific examples introduced by including, for example or similar expressions.
- 23.5. A rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of the document or any part of it.
- 23.6. 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.
- 23.7. Headings are for convenience only and do not form part of this Agreement or affect its interpretation.

## **24. ATHLETE'S DISCLOSURE**

- 24.1. Please identify if there are any matters to be disclosed in respect of clauses 4.1(4) or 4.1(5) in this Agreement i.e. identify any disreputable conduct, criminal convictions or criminal charges.

---

---

---

**Signed** by \_\_\_\_\_  
**(Athlete)** in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Athlete Signature

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

**This Agreement may be signed electronically.**

## **25. PARENTS/GUARDIANS ACKNOWLEDGEMENT FOR MINORS**

- 25.1. I/we are the parents/guardians of the athlete making this Agreement and acknowledge (and if more than one, jointly and severally) as follows:
- 1) the athlete is under the age of 18 years at the date of signing this Agreement;
  - 2) I/we have read and understood the terms of the Agreement and have fully explained the terms of this Agreement to the athlete;
  - 3) I/we have had the opportunity to take independent legal advice as to the terms of this Agreement;
  - 4) the athlete has read this Agreement and, together with the benefit of our explanation, understands its terms;
  - 5) this Agreement is for the benefit of the athlete;

- 6) the athlete's membership of the Team may be terminated in the event of any breach of this Agreement;
- 7) the athlete may be disciplined through the withdrawal of privileges by the AOC or the Chef de Mission for misbehaviour which does not warrant termination of membership of the Team; and
- 8) this consent is governed by the laws of New South Wales.

Dated: \_\_\_\_\_.

Signed by the Parent/Guardian

In the presence of:

_____	_____
(Witness signature)	(Parent/Guardian signature)

_____	_____
(Name of Witness)	(Name of Parent/Guardian)

_____	_____
(Address of Witness)	(Address of Parent/Guardian)



## INSURANCE PROVIDED BY THE AOC (SUMMARY)

- 1) The AOC will provide limited insurance for the benefit of members of the Team. The benefits are subject to the terms and conditions of the relevant insurance policies which are available from the General Manager of Sport on request and are summarised as follows:

Benefit	Maximum benefit payable per person
Personal accident – capital benefits (death, loss of limbs, total disablement)	
18 years of age and over	\$500,000
Under 18 years	\$100,000
Weekly benefit for temporary disablement (accident only)	\$500 per week – maximum 156 weeks
Medical and medical evacuation	Unlimited
Additional expenses (as result of unexpected death, injury or sickness happening after commencement of travel)	\$100,000
Life insurance	\$nil
Baggage, personal effects, travel documents, and credit cards	\$10,000 (\$5,000 any one item)
Money	\$5,000
Loss of deposits and cancellation charges	\$10,000
Kidnap and ransom	Covered
Evacuation cover and personal safety	\$10,000
Hire car excess expenses	\$10,000
Personal liability	\$10million

- 2) The members of the Team are only covered:
- (a) while attending any pre-Games AOC conducted events in Australia or overseas between the date of selection and the last point of departure for travel to the Games;
  - (b) while travelling to and from the Games when such travel has been provided by the AOC, provided that any deviation from a fare provided by the AOC is not covered;
  - (c) during the Games, while accommodated in the Games accommodation and attending Team functions and involved in Team duties; and/or
  - (d) while participating in post-Games celebration events conducted or approved by the AOC whether in Australia or overseas.

## **SCHEDULE 2**

### **ETHICAL BEHAVIOUR BY-LAW**



# ETHICAL BEHAVIOUR BY-LAW OF THE AUSTRALIAN OLYMPIC COMMITTEE

## 1. DEFINITIONS

<b>AOC</b>	means the Australian Olympic Committee Inc., AOC Executive or any commission or committee established by the AOC Executive pursuant to the Constitution of the AOC.
<b>AOC Executive</b>	means the Executive as elected or, in the case of the Chief Executive Officer, appointed in accordance with the AOC Constitution.
<b>Athlete</b>	means an athlete that: <ul style="list-style-type: none"><li>a) receives financial or other assistance from the AOC;</li><li>b) is a member of a Shadow Team; or</li><li>c) has been nominated for selection to, or selected as a member of, any Team.</li></ul>
<b>Benefit</b>	means a benefit of any kind including, but not limited to, remuneration, commission, service, hospitality or gift.
<b>Bullying</b>	means repeated, unreasonable behaviour directed towards a person, or group of persons, that may cause harm. It includes behaviour that a reasonable person, having regard to all the circumstances, would expect to offend, humiliate, intimidate or threaten the person exposed to the conduct.
<b>Child Abuse</b>	means physical, emotional harming or exploitation of children, whether sexual or otherwise and includes, but not limited to: <ul style="list-style-type: none"><li>a) derogatory or inappropriate behaviour;</li><li>b) non-accidental injury to children;</li><li>c) inappropriate touching;</li><li>d) physical, emotional or sexual abuse; or</li><li>e) insensitivity towards children with cultural or religious differences.</li></ul>
<b>Direct Discrimination</b>	means 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, Religious Activity, Religious Belief 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, Sex, Sexuality, marital status Activity, Religious Belief or age.
<b>Disability</b>	in relation to a person means: <ul style="list-style-type: none"><li>a) a total or partial loss of a part of the body or of the person's bodily or mental functions;</li><li>b) the presence in the body of organisms causing or capable of causing disease or illness;</li><li>c) the malfunction, malformation or disfigurement of a part of the person's body;</li><li>d) a disorder or malfunction that results in a person learning differently from a person without the disorder or malfunction;</li></ul>

- e) a disorder, illness or disease that affects a person's thought processes, perception or reality, emotions or judgments or that results in disturbed behaviour;
- f) and includes a disability that:
  - i. presently exists;
  - ii. previously existed but no longer exists;
  - iii. may exist in the future; or
  - iv. is imputed to a person whether or not that person has a disability.

<b>Games Period</b>	means the period commencing at the earlier of: <ul style="list-style-type: none"> <li>a) the assembly of the Team for the Games under the control and authority of the Chef de Mission; or</li> <li>b) the opening of the Games Accommodation,</li> </ul> and ends at midnight the day after the closing ceremony of the Games or on such later date as the Relevant Person is formally discharged from the relevant Team.
<b>Indirect Discrimination</b>	means where a person imposes or proposes to impose a condition, requirement or practice that has or is likely to have the effect of disadvantaging persons of the same Disability, Race, Sex, Sexuality, marital status, Religious Activity, Religious Belief or age as an aggrieved person, but not where the condition, requirement or practice is reasonable in all the circumstances.
<b>Official</b>	means all persons who administer, manage, coach, support, assist or are otherwise involved with any Team, the AOC or Team sponsors.
<b>Race</b>	means a person's race, colour, descent or ethnic origin and includes the culture, custom or beliefs of a particular race.
<b>Relevant Persons</b>	means the persons to whom this By-Law applies as described in clause 2.1.
<b>Religious Activity</b>	means engaging in, not engaging in or refusing to engage in a lawful religious activity.
<b>Religious Belief</b>	means holding or not holding a religious belief.
<b>Sex</b>	means a person's gender such as their being a man or woman.
<b>Sexuality</b>	means a person's sexual orientation such as heterosexuality, homosexuality or bisexuality.
<b>Shadow Team</b>	means those Athletes who are recognised by the AOC as potential members of a particular Team.
<b>Team</b>	means any Australian Olympic Team, Australian Olympic Winter Team, Australian Youth Olympic Team, Australian Winter Youth Olympic Team or other team selected by the AOC.
<b>Unlawful Harassment</b>	means conduct which is unwelcome and which a reasonable person would anticipate would offend, intimidate, humiliate or threaten the person exposed to the conduct, and which is based on Disability, Race, Sex, Sexuality, marital status, Religious Activity, Religious Belief or age.
<b>Vilification</b>	means the public act of inciting hatred, contempt or ridicule towards a person based on a person's Disability, Race, Sex, Sexuality, marital

status, Religious Activity, Religious Belief or age, but does not include a public act done reasonably and in good faith for purposes in the public interest, including discussion or debate about any act or matter.

## **Interpretation**

- 1.1. Except so far as the contrary intention appears in this By-Law, an expression in this By-Law has the same meaning as in the Constitution of the AOC.
- 1.2. Headings are for convenience only and do not affect the interpretation of this By-Law.
- 1.3. Reference to one gender includes the other gender.
- 1.4. The singular includes the plural and the plural includes the singular.
- 1.5. The meaning of general words is not limited by specific examples introduced by including, for example or similar expressions.
- 1.6. A rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of the document or any part of it.

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

- 2.1. This By-Law applies to:
  - (1) Athletes;
  - (2) Officials; and
  - (3) Members of the AOC Executive; members of any commission or committee established pursuant to the Constitution of the AOC; officers, employees, contractors, interns and volunteers of the AOC.
- 2.2. Subject to clause 2.4, all Relevant Persons must not, by their acts or omissions, engage or participate in:
  - (1) Direct Discrimination;
  - (2) Indirect Discrimination;
  - (3) Unlawful Harassment; or
  - (4) Bullying,in any activity where the Relevant Person is participating in that activity in their capacity as an Athlete, Official, Member of the AOC Executive, member of a commission or committee established by the AOC Executive pursuant to the Constitution of the AOC, officer, employee, contractor, intern or volunteer of the AOC.
- 2.3. All Relevant Persons must not, by their acts or omissions, engage or participate in:
  - (1) Vilification;
  - (2) Child Abuse; or
  - (3) conduct otherwise prohibited under clause 3 of this By-Law.
- 2.4. For the avoidance of doubt, the provisions of clauses 2.2(1) and (2) do not apply where Sex, age, Disability, marital status, experience, capabilities and athletic performance or any combination of these factors, are reasonably considered by the AOC to be relevant to any of the following:
  - (1) the selection of Athletes and Officials as members of Teams or Shadow Teams;

- (2) any other decisions made or actions taken by a Relevant Person in respect of an Athlete or official as a member of a Team or Shadow Team;
- (3) the termination of the membership of an Athlete or Official as a member of a Team or Shadow Team; or
- (4) decisions about the provision of financial or other assistance by the AOC.

### **3. APPROPRIATE CONDUCT**

- 3.1. All Relevant Persons must at all times act honestly in the exercise of their powers and the performance of their functions to the AOC including any Team selected by the AOC.
- 3.2. All Relevant Persons must provide assistance and disclose honestly and fully all relevant information to the AOC and during the Games Period the Chef de Mission of the relevant Team.
- 3.3. All Relevant Persons must truthfully make the statutory declaration regarding anti-doping matters as required by the AOC from time to time. Relevant Persons consent to the AOC obtaining information from, and disclosing information to, relevant anti-doping organisations regarding anti-doping matters (including the statutory declaration).
- 3.4. All Relevant Persons must:
  - (1) not at any time engage in conduct (whether publicly known or not), which has brought, brings or would have the tendency to bring the Relevant Person or the Relevant Person's sport into disrepute or censure, or which is or would have the tendency to be inconsistent with, contrary to or prejudicial to the best interests, image or values of the AOC, Team Sponsors, the Team or Shadow Team; and
  - (2) not at any time be convicted of, or charged with, any serious offence involving violence, alcohol or drugs, or any sex offence, or any offence relating to any betting or gambling activities on sport, or any offence which is punishable by imprisonment.
- 3.5. Any Relevant Person who has a personal interest or direct or indirect pecuniary interest in any matter involving the performance of that person's duties to the AOC including any Team selected by the AOC must, as soon as possible after the relevant facts have come to that person's knowledge, make full disclosure of the nature of the interest to the AOC.
- 3.6. Officials, members of the AOC Executive and any commissions or committees established by the AOC Executive pursuant to the Constitution of the AOC, officers, employees, contractors, interns and volunteers of the AOC must not:
  - (1) offer to provide, or promise to provide, a Benefit to another person;
  - (2) provide a Benefit to another person;
  - (3) cause a Benefit to be provided to another person; or
  - (4) cause an offer of the provision of a Benefit, or a promise of the provision of a Benefit, to another person,
 with the intention of influencing that person to:
  - (5) enter into a contract with the AOC or appoint that person to any office;
  - (6) cause the body that employs that person or which that person represents to enter into a contract with the AOC or appoint that person to any office; or

- (7) otherwise seek to obtain or retain an improper advantage or benefit to that person or the AOC which that person or the AOC would not otherwise be entitled.
- 3.7. Officials, members of the AOC Executive and any commissions or committees established by the AOC Executive pursuant to the Constitution of the AOC, officers, employees, contractors, interns and volunteers of the AOC must not solicit nor accept any Benefit from a person or body, corporate or unincorporated, for or in connection with the performance of that person's duties to the AOC including any Team selected by the AOC unless the receipt of that Benefit has been first approved by the AOC Executive.
- 3.8. Relevant Persons are not permitted to make improper use of information acquired by virtue of their position in any Team selected by the AOC or relationship with the AOC or to gain, directly or indirectly, an advantage for themselves or for any other person or to cause detriment to the AOC. This includes but is not limited to use of information related to any betting or gambling activities associated with the staging of the Games or any performance at the Games (including by disclosing inside information). This duty precludes all Relevant Persons from breaching the confidentiality of the affairs of the AOC and any member of any Team selected by the AOC and from misusing information obtained by virtue of their position in any Team selected by the AOC or relationship with the AOC and from acting without the proper authority of the AOC.

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

- 4.1. If a breach of this By-Law occurs at any time other than during a Games Period, then the breach and any sanctions to be applied will be determined by the AOC Executive in its sole and absolute discretion. To the extent that the AOC Executive requires assistance and information from the Relevant Person in relation to the determination of the breach and/or sanctions, clause 3.2 applies.
- 4.2. If a breach of this By-Law occurs at any time during a Games Period, then the breach and any sanctions to be applied will be determined by the Chef de Mission of the relevant Team or his or her authorised delegate(s) in their respective sole and absolute discretion. To the extent that the Chef de Mission requires assistance and information from the Relevant Person in relation to the determination of the breach and/or sanctions, clause 3.2 applies.
- 4.3. Any sanctions imposed under clauses 4.1 or 4.2 are non-exclusive and Relevant Persons may be subject to additional sanctions in accordance with any other terms applicable to that persons relationship with the AOC, including any conditions of employment.

#### **5. GENERAL**

- 5.1. A breach of this By-Law will provide the basis for the sanctions set out in clause 4. It does not otherwise provide the basis for any claim by an individual against the AOC or a Relevant Person, and to the extent that this By-Law is inconsistent with any Team Membership Agreement applicable to that person, the terms of the Team Membership Agreement prevail over the terms of this By-Law.
- 5.2. This By-Law is governed by the laws applicable in the State of New South Wales.

ADOPTED as a By-Law of the AOC by the Executive on 10 May 2002 effective from that date.  
AMENDED on 12 April 2005 effective from that date.  
AMENDED on 7 September 2005 effective from that date.

AMENDED on 21 November 2008 effective from that date.  
AMENDED on 14 August 2009 effective from that date.  
AMENDED on 19 August 2011 effective from that date.  
AMENDED on 8 February 2013 effective from that date.  
AMENDED on 6 August 2015 effective from that date.



## OLYMPIC CHARTER (EXTRACTS)

- Rule 7            2            The Olympic Games are the exclusive property of the IOC which owns all rights relating thereto, in particular, and without limitation, all rights relating to (i) the organisation, exploitation and marketing of the Olympic Games, (ii) authorizing the capture of still and moving images of the Olympic Games for use by the media, (iii) registration of audio-visual recordings of the Olympic Games, and (iv) the broadcasting, transmission, retransmission, reproduction, display, dissemination, making available or otherwise communicating to the public, by means now known or to be developed in the future, works or signals embodying audio-visual registrations or recordings of the Olympic Games.
- 3            The IOC shall determine the conditions of access to and the conditions of any use of data relating to the Olympic Games and to the competitions and sports performances of the Olympic Games.
- 4            The Olympic symbol, flag, motto, anthem, identifications (including but not limited to “Olympic Games” and “Games of the Olympiad”), designations, emblems, flame and torches, as defined in Rules 8-14 below, and any other musical works, audio-visual works or other creative works or artefacts commissioned in connection with the Olympic Games by the IOC, the NOCs and/or the OCOGs, may, for convenience, be collectively or individually referred to as “Olympic properties”. All rights to the Olympic properties, as well as all rights to the use thereof, belong exclusively to the IOC, including but not limited to the use for any profit-making, commercial or advertising purposes. The IOC may license all or part of its rights on terms and conditions set forth by the IOC Executive Board.
- Bye-Law  
to Rules 7-  
14**            1.2            Each NOC is responsible to the IOC for the observance, in its country, of Rules 7-14 and BLR7-14. It shall take steps to prohibit any use of any Olympic properties which would be contrary to such Rules or their Bye-laws. It shall also endeavour to obtain, for the benefit of the IOC, protection of the Olympic properties of the IOC.
- 3.2            The NOCs may only use the Olympic symbol, flag, motto and anthem within the framework of their non-profit-making activities, provided such use contributes to the development of the Olympic Movement and does not detract from its dignity, and provided the NOCs concerned have obtained the prior approval of the IOC Executive Board.
- 4.8            The use of an Olympic emblem for any advertising, commercial or profit-making purposes whatsoever must be in accordance with the conditions laid down in paragraph 4.9 and 4.10 below.

- 6 Musical works:  
The OCOG and the NOC of the host city and country shall ensure that the procedure for designation of the IOC as owner of the copyright on any musical works specifically commissioned in connection with the Olympic Games occurs to the satisfaction of the IOC.
- Rule 27**
- 1 The mission of the NOCs is to develop, promote and protect the Olympic Movement in their respective countries, in accordance with the Olympic Charter.
  - 3 The NOCs have the exclusive authority for the representation of their respective countries at the Olympic Games and at the regional, continental or world multi-sports competitions patronised by the IOC. In addition, each NOC is obliged to participate in the Games of the Olympiad by sending athletes.
  - 7 NOCs have the right to:
    - 7.2 send competitors, team officials and other team personnel to the Olympic Games in compliance with the Olympic Charter;
- Bye-Law to Rules 27 and 28**
- 2 NOCs' tasks:  
The NOCs perform the following tasks:
    - 2.1 They constitute, organise and lead their respective delegations at the Olympic Games and at the regional, continental or world multi-sports competitions patronised by the IOC. They decide upon the entry of athletes proposed by their respective national federations. Such selection shall be based not only on sports performance of an athlete but also on his ability to serve as an example to the sporting youth of his country. The NOCs must ensure that the entries proposed by the national federations comply in all respects with the provisions of the Olympic Charter.
    - 2.2 They provide for the equipment, transport and accommodation of the members of their delegations. They contract for the latter's benefit adequate insurance covering the risks of death, disability, illness, medical and pharmaceutical expenses and third party liability. They are responsible for the behaviour of the members of their delegations.

- 2.3 They have the sole and exclusive authority to prescribe and determine the clothing and uniforms to be worn, and the equipment to be used, by the members of their delegations on the occasion of the Olympic Games and in connection with all sports competitions and ceremonies related thereto.

This exclusive authority does not extend to specialised equipment used by athletes of their delegations during the actual sports competitions. For the purposes of this rule, specialised equipment shall be limited to such equipment acknowledged by the NOC concerned as having a material effect on the performance of athletes, due to the specialised characteristics of the equipment. Any publicity in respect of any such specialised equipment must be submitted to the NOC concerned for approval if there is any reference, express or implied, to the Olympic Games.

**Rule 40** To participate in the Olympic Games, a competitor, team official or other team personnel must respect and comply with the Olympic Charter and World Anti-Doping Code, including the conditions of participation established by the IOC, as well as with the rules of the relevant IF as approved by the IOC, and the competitor, team official or other team personnel must be entered by his NOC.

**Bye-Law to Rule 40** 3 Except as permitted by the IOC Executive Board, no competitor, team official or other team personnel who participates in the Olympic Games may allow his person, name, picture or sports performances to be used for advertising purposes during the Olympic Games.

4 The entry or participation of a competitor in the Olympic Games shall not be conditional on any financial consideration.

**Rule 41** 1 Any competitor in the Olympic Games must be a national of the country of the NOC which is entering such competitor.

**Bye-Law to Rule 41** 1 A competitor who is a national of two or more countries at the same time may represent either one of them, as he may elect. However, after having represented one country in the Olympic Games, in continental or regional games or in world or regional championships recognised by the relevant IF, he may not represent another country unless he meets the conditions set forth in paragraph 2 below that apply to persons who have changed their nationality or acquired a new nationality.

2 A competitor who has represented one country in the Olympic Games, in continental or regional games or in world or regional championships recognised by the relevant IF, and who has changed his nationality or acquired a new nationality, may participate in the Olympic Games to represent his new country provided that at least three years have passed since the competitor last represented his former country. This period may be reduced or even cancelled, with the agreement of the NOCs and IF concerned, by the IOC Executive Board, which takes into account the circumstances of each case.

- Rule 42**      There may be no age limit for competitors in the Olympic Games other than as prescribed in the competition rules of an IF as approved by the IOC Executive Board.
- Rule 43**      The World Anti-Doping Code is mandatory for the whole Olympic Movement.
- Rule 44**
- 2      Only NOCs recognised by the IOC may enter competitors in the Olympic Games.
  - 3      Any entry is subject to acceptance by the IOC, which may at its discretion, at any time, refuse any entry, without indication of grounds. Nobody is entitled to any right of any kind to participate in the Olympic Games.
  - 4      An NOC shall only enter competitors upon the recommendations for entries given by national federations. If the NOC approves thereof, it shall transmit such entries to the OCOG. The OCOG must acknowledge their receipt. NOCs must investigate the validity of the entries proposed by the national federations and ensure that no one has been excluded for racial, religious or political reasons or by reason of other forms of discrimination.
  - 5      The NOCs shall send to the Olympic Games only those competitors adequately prepared for high level international competition. Through its IF, a national federation may ask that the IOC Executive Board review a decision by an NOC in a matter of entries. The IOC Executive Board's decision shall be final.
- Bye-Law to Rule 44**
- 2      The procedures and the deadlines for entries of competitors for sports competitions at the Olympic Games and their acceptances are established by the IOC Executive Board.
  - 4      As a condition precedent to participation in the Olympic Games, every competitor shall comply with all provisions of the Olympic Charter and the rules of the IF governing his sport. The NOC which enters the competitor is responsible for ensuring that such competitor is fully aware of and complies with the Olympic Charter and the World Anti-Doping Code.
  - 6      All participants in the Olympic Games in whatever capacity must comply with the entry process as prescribed by the IOC Executive Board, including the signing of the entry form, which includes an obligation to (i) comply with the Olympic Charter and the World Anti-Doping Code and (ii) submit disputes to CAS jurisdiction.
  - 7      The relevant NOC shall also comply with the entry process, including the signing of the entry form, referred to in paragraph 6 above to confirm and guarantee that all relevant rules have been brought to the notice of the competitor and that the NOC has been authorised by the national sports federation concerned to comply with such entry process on its behalf.

8 At the request of the OCOG, the relevant IF shall confirm and guarantee, at the close of entries, that the participants entered for its sport have satisfied the relevant qualification criteria to compete in the Olympic Games.

9 No entry shall be valid unless the above provisions have been observed.

10 The withdrawal of a duly entered delegation, team or individual shall, if effected without the consent of the IOC Executive Board, constitute an infringement of the Olympic Charter and shall be subject to an inquiry and may lead to measures or sanctions.

**Rule 48** 1 The IOC takes all necessary steps in order to ensure the fullest coverage by the different media and the widest possible audience in the world for the Olympic Games.

2 All decisions concerning the coverage of the Olympic Games by the media rest within the competence of the IOC.

**Bye-Law to Rule 48** 3 Only those persons accredited as media may act as journalists, reporters or in any other media capacity. Under no circumstances, throughout the duration of the Olympic Games, may any athlete, coach, official, press attaché or any other accredited participant act as a journalist or in any other media capacity.

**Rule 50** 1 Except as may be authorized by the IOC Executive Board on an exceptional basis, no form of advertising or other publicity shall be allowed in and above the stadia, venues and other competition areas which are considered as part of the Olympic sites. Commercial installations and advertising signs shall not be allowed in the stadia, venues or other sports grounds.

2 No kind of demonstration or political, religious or racial propaganda is permitted in any Olympic sites, venues or other areas.

**Bye-Law to Rule 50** 1 No form of publicity or propaganda, commercial or otherwise, may appear on persons, on sportswear, accessories or, more generally, on any article of clothing or equipment whatsoever worn or used by all competitors, team officials, other team personnel and all other participants in the Olympic Games, except for the identification – as defined in paragraph 8 below – of the manufacturer of the article or equipment concerned, provided that such identification shall not be marked conspicuously for advertising purposes.

The IOC Executive Board shall adopt guidelines that provide further details on the implementation of this principle.

In case of special rules adopted by an International Sports Federation, exceptions to the rules mentioned above may be approved by the IOC Executive Board.

Any violation of the provisions of the present clause shall result in disqualification or withdrawal of the accreditation of the person concerned. The decisions of the IOC Executive Board regarding this matter shall be final.

The numbers worn by competitors may not display publicity of any kind and must bear the Olympic emblem of the OCOG.

- 7 The identification on all technical gear, installations and other apparatus, which are neither worn nor used by athletes or other participants at the Olympic Games, including timing equipment and scoreboards, may on no account be larger than 1/10<sup>th</sup> of the height of the equipment, installation or apparatus in question, and shall not be greater than 10 centimetres high.
- 8 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.
- 9 The OCOG, all competitors, team officials, other team personnel and all other participants in the Olympic Games shall comply with the relevant manuals, guides, regulations or guidelines, and all other instructions of the IOC Executive Board, in respect of all matters subject to Rule 50 and this Bye-Law.

- Rule 51**
- 1 Throughout the period of the Olympic Games, the IOC Executive Board alone has the authority to determine the protocol applicable at all sites and venues placed under the responsibility of the OCOG.
  - 3 The OCOG, the IFs, the NOCs and all other persons accredited at the Olympic Games, in any capacity whatsoever, shall comply with the IOC Protocol Guide, and all other instructions of the IOC Executive Board, in respect of all matters subject to this Rule.

- Rule 55**
- 1 The Opening and Closing Ceremonies shall be held in strict compliance with the IOC Protocol Guide

- Rule 56**
- Victory, medal and diploma ceremonies shall be held in strict compliance with the IOC Protocol Guide. The format of the medals and diplomas shall be submitted to the IOC for its prior approval.

- Rule 58**
- The authority of last resort on any question concerning the Olympic Games rests with the IOC.

**Rule 59**

In the case of any violation of the Olympic Charter, the World Anti-Doping Code, or any other regulation, as the case may be, the measures or sanctions which may be taken by the Session, the IOC Executive Board or the disciplinary commission referred to under 2.4 below are:

- 2 In the context of the Olympic Games, in the case of any violation of the Olympic Charter, of the World Anti-Doping Code, or of any other decision or applicable regulation issued by the IOC or any IF or NOC, including but not limited to the IOC Code of Ethics, or of any applicable public law or regulation, or in case of any form of misbehaviour:
  - 2.1 with regard to individual competitors and teams: temporary or permanent ineligibility or exclusion from the Olympic Games, disqualification or withdrawal of accreditation; in the case of disqualification or exclusion, the medals and diplomas obtained in relation to the relevant infringement of the Olympic Charter shall be returned to the IOC. In addition, at the discretion of the IOC Executive Board, a competitor or a team may lose the benefit of any ranking obtained in relation to other events at the Olympic Games at which he or it was disqualified or excluded; in such case the medals and diplomas won by him or it shall be returned to the IOC (Executive Board);
  - 2.2 with regard to officials, managers and other members of any delegation as well as referees and members of the jury: temporary or permanent ineligibility or exclusion from the Olympic Games (IOC Executive Board);
  - 2.3 with regard to all other accredited persons: withdrawal of accreditation (IOC Executive Board);
  - 2.4 the IOC Executive Board may delegate its power to a disciplinary commission.
- 3 Before applying any measure of sanction, the competent IOC body may issue a warning.
- 4 All sanctions and measures are taken without prejudice to any other rights of the IOC and of any other body, including but not limited to NOCs and IFs.

**Bye-Law  
to Rule 59**

- 1 Any inquiry relating to facts that may lead to any measure or sanction is conducted under the authority of the IOC Executive Board, which may delegate all or part of its authority to that effect.
- 2 Throughout any inquiry, the IOC Executive Board may provisionally withdraw from any concerned person or organisation all or part of the rights, prerogatives and functions deriving from such person's or organisation's membership or status.
- 3 Any individual, team or any other individual or legal entity has the right to be heard by the IOC body competent to apply a measure or sanction to such individual, team or legal entity. The right to be heard in the sense of this provision includes the right to be acquainted with the charges and the right to appear personally or to submit a defence in writing.
- 4 Any measure or sanction decided by the Session, the IOC Executive Board or the disciplinary commission referred to in Rule 59.2.4 shall be communicated to the party concerned.
- 5 All measures or sanctions shall be effective forthwith unless the competent body decides otherwise.

**Rule 61**

- 1 The decisions of the IOC are final. Any dispute relating to their application or interpretation may be resolved solely by the IOC Executive Board and, in certain cases, by arbitration before the Court of Arbitration for Sport (CAS).



## OLYMPIC INSIGNIA PROTECTION ACT 1987 (Cth) (EXTRACTS)

### 6. OWNERSHIP OF DESIGN OF OLYMPIC SYMBOL

The AOC is taken to be the owner of:

- (a) the design of the olympic symbol; and
- (b) any registered olympic design that was registered under this Act immediately before the commencement of the *Olympic Insignia Protection Amendment Act 1994*.

### 24. PROTECTED OLYMPIC EXPRESSIONS

- (1) For the purposes of this Chapter, each of the following expressions is a **protected olympic expression**:
  - (a) Olympic;
  - (b) Olympics;
  - (c) Olympic Games;
  - (d) Olympiad;
  - (e) Olympiads.
- (2) For the purposes of this Chapter, an expression so closely resembling a protected olympic expression mentioned in subsection (1) as to be likely to be mistaken, by a reasonable person, for such a protected olympic expression is taken to be a protected olympic expression.
- (3) To avoid doubt, for the purposes of this Chapter, the expressions “Olympian” and “Olympians” are taken not to resemble a protected olympic expression mentioned in subsection (1).

### 29. SPONSORSHIP-LIKE SUPPORT

- (1) For the purposes of this Chapter, a person provides **sponsorship-like support** for:
  - (a) the AOC; or
  - (b) the IOC; or
  - (c) a Summer or Winter Olympic Games; or
  - (d) the organising committee for a Summer or Winter Olympic Games; or
  - (e) an Australian Olympic team; or
  - (f) a section of an Australian Olympic team; or
  - (g) an individual member of an Australian Olympic team;

if, and only if, the person provides support on the understanding (whether express or implied) that the support is provided in exchange for a right to associate:

(h) the person; or

(i) goods or services of the person;

with the committee, games, team, section or individual concerned.

(2) A right mentioned in subsection (1) need not be legally enforceable.

(3) An exchange mentioned in subsection (1) may be wholly or partly for the right mentioned in that subsection.

### **30. USE FOR COMMERCIAL PURPOSES**

(1) This section sets out the 2 situations in which a person is said to use a protected olympic expression for commercial purposes.

#### ***Use for commercial purposes—situation (1)***

(2) For the purposes of this Chapter, if:

(a) a person (the **first person**) causes a protected olympic expression to be applied to goods or services of the first person; and

(b) the application is for advertising or promotional purposes, or is likely to enhance the demand for the goods or services; and

(c) the application, to a reasonable person, would suggest that the first person is or was a sponsor of, or is or was the provider of sponsorship-like support for:

i. the AOC; or

ii. the IOC; or

iii. a Summer or Winter Olympic Games; or

iv. the organising committee for a Summer or Winter Olympic Games; or

v. an Australian Olympic team; or

vi. a section of an Australian Olympic team; or

vii. an individual member of an Australian Olympic team.

then:

(d) if the expression is applied in Australia—the application is use by the first person of the expression for commercial purposes; or

(e) if:

i. the expression is applied to goods outside Australia; and

ii. the goods are imported into Australia for the purpose of sale or distribution; and

iii. there is a designated owner of the goods;

the importation is use by the designated owner of the expression for commercial purposes.

#### ***Use for commercial purposes—situation (2)***

(3) For the purposes of this Chapter, if:

- (a) a person (the **first person**), other than the AOC or a licensed user, causes a protected olympic expression to be applied to goods or services of the first person; and
- (b) the application is for advertising or promotional purposes, or is likely to enhance the demand for the goods or services; and
- (c) the application, to a reasonable person, would suggest that the first person is or was a sponsor of, or is or was the provider of sponsorship-like support for:
  - i. the AOC; or
  - ii. the IOC; or
  - iii. a Summer or Winter Olympic Games; or
  - iv. the organising committee for a Summer or Winter Olympic Games; or
  - v. an Australian Olympic team; or
  - vi. a section of an Australian Olympic team; or
  - vii. an individual member of an Australian Olympic team; and
- (d) any of the following conditions are satisfied in relation to a person (the **second person**) other than the first person:
  - i. in the case of goods or services—the second person supplies, or offers to supply, the goods or services;
  - ii. in the case of goods—the second person exposes the goods for supply by the second person;
  - iii. in the case of goods—the second person keeps the goods for supply by the second person or by another person;the supply, offer, exposure or keeping, as the case may be, by the second person is use by the second person of the expression for commercial purposes.

### 31. EXEMPTION—STATEMENTS ABOUT PAST PARTICIPATION OF OLYMPIANS

For the purposes of this Chapter, if:

- (a) a person has been involved in a Summer or Winter Olympic Games as an Olympian; and
- (b) the Games have ended; and
- (c) the person makes, or authorises another person to make, a statement that consists of, or includes, a factual reference to that involvement; and
- (d) the statement includes a protected olympic expression; and
- (e) the statement is applied to goods or services; and
- (f) the application of the statement is for advertising or promotional purposes, or is likely to enhance the demand for the goods or services; and
- (g) the application of the statement would not suggest, to a reasonable person, that

any person is or was a sponsor of, or is or was the provider of sponsorship-like support for:

- i. the AOC; or
- ii. the IOC; or
- iii. a Summer or Winter Olympic Games that has not ended; or
- iv. the organising committee for a Summer or Winter Olympic Games that has not ended; or
- v. an Australian Olympic team in relation to a Summer or Winter Olympic Games that has not ended; or
- vi. a section of an Australian Olympic team in relation to a Summer or Winter Olympic Games that has not ended; or
- vii. an individual member of an Australian Olympic team in relation to a Summer or Winter Olympic Games that has not ended;

the application of the statement is to be disregarded for the purposes of this Chapter.

### **36. REGULATION OF USE OF PROTECTED OLYMPIC EXPRESSIONS**

- (1) A person, other than the AOC, must not use a protected olympic expression for commercial purposes.
- (2) Subsection (1) does not apply to the use by a person of a protected olympic expression if:
  - (a) the person is a licensed user; and
  - (b) the protected olympic expression is an expression that the person is licensed to use; and
  - (c) that use is in accordance with the terms and conditions of the licence.

### **38. LICENSING BY THE AOC**

- (1) For the purposes of this Chapter, the AOC may license a person to use all, or any one or more, of the protected olympic expressions mentioned in subsection 24(1) for commercial purposes:
  - (a) in all circumstances or in specified circumstances; or
  - (b) during a specified period or without any limitation as to time.
- (2) This section is not intended to affect the capacity of the AOC to determine the terms and conditions on which a person is licensed, including terms and conditions relating to the payment of money.

## MEDIA GUIDELINES

2016 OLYMPIC GAMES

IMPORTANT: THESE GUIDELINES MUST BE READ IN THEIR ENTIRETY

### 1. GENERAL INFORMATION

**What this means for you:**

- **These Guidelines form part of the Team Membership Agreement and a failure to comply with these guidelines may result in disciplinary action being taken.**
  - **In giving interviews or engaging in social media, use common sense and show respect at all times for other Team members, the AOC and other athletes and officials. Do not disparage or criticise others, or make offensive or inappropriate comments.**
  - **You are responsible for the comments you make and any views expressed are your own personal views.**
1. Each Team member, whether an athlete or official, is reminded that they have agreed, as a condition of their participation in the 2016 Olympic Games, to be filmed, televised, photographed and otherwise recorded during the 2016 Olympic Games under the conditions and for the purposes authorised by the IOC in relation to the promotion of the Olympic Games and the Olympic movement. Further, each Team member has agreed to observe the Olympic Charter and, in particular, Rule 50 and the Bye-Laws to Rules 40, 48 and 50, which are set out in Schedule 3 of the Team Membership Agreement and are available on the IOC website, [www.olympic.org](http://www.olympic.org).
  2. Team members and AOC's servants or agents (as defined in the Team Membership Agreement) may express their opinions provided they follow the Australian Team's A.S.P.I.R.E. values set out in clause 4 of the Team Membership Agreement (and available on the AOC website, [www.olympics.com.au](http://www.olympics.com.au)) and are inspired by the Olympic Charter. They must also follow any supplemental guidelines that may be adopted from time to time.
  3. The AOC relies on the common sense of all Team members and AOC servants or agents who must show respect for their fellow team members, AOC servants or agents, and all athletes competing in the Games, including those of the host country, in interviews and in social media activities,.
  4. In giving any interviews or engaging in social media activities, Team members and AOC servants or agents must not disparage or criticise other Team members, AOC servants or agents, or, in the case of athletes or coaches, their sports performances or coaching, or disclose any confidential information of the AOC or any Team member or AOC servant or agent.
  5. The AOC assumes no legal liability for any comments made in public (including in interviews or posted on a social media site) by any Team member or AOC servant or agent other than the Chef de Mission or her designated spokesperson, or by any third party.
  6. These Media Guidelines and Olympic Charter requirements apply not only to television, radio, internet and the press but also apply to mobile telephones, cameras and other devices that transmit pictures, sound or data including all Internet based activities including all forms of social media. Cameras should only be used within Olympic venues for private purposes.

7. These are guidelines only and may be supplemented or amended or varied by the AOC or the Chef de Mission at any time in its or her absolute discretion.
8. Any breach or suspected breach of these Guidelines should be reported to the Chef de Mission or senior Team official as it becomes known.
9. A breach of these Media Guidelines (including, for the avoidance of doubt, the IOC's Social Media, Blogging and Internet Guidelines) will be a breach of the Team Membership Agreement. In addition to any disciplinary procedures set out in the Team Membership Agreement, the AOC or the Chef de Mission reserves the right to take any measure(s) it or she sees fit with respect to the breach, including issuing, or requiring the Team member or AOC servant or agent to issue, a corrective or other statement relating to the matter.

## 2. MEDIA AND INTERVIEWS

### What this means for you:

- **As a Team member, you may be requested to undertake interviews with members of the media, however you have the right to decline.**
  - **In undertaking an interview, use common sense and show respect for your fellow Team members and host country, and reflect the A.S.P.I.R.E values.**
1. The Chef de Mission is the spokesperson for the Team and, as appropriate, the AOC. The Chef de Mission will be responsible for all official public statements in the media, including social media. During the Games she may authorise other officials of the Team to be spokespersons at Team media conferences, to post statements or respond to matters to which that official is responsible
  2. Each Team member and AOC servant or agent is at liberty to accept or decline to be interviewed by the media.
  3. It is the personal responsibility of each Team member and AOC servant or agent to attend media conferences or interviews approved by the Chef de Mission, co-ordinated through the Team Media Director. Team staff and the AOC are not responsible for ensuring the availability or attendance of the Team member or AOC servant or agent.
  4. It is anticipated that most Team media conferences will be held in the Main Press Centre (MPC) and will involve the Chef de Mission, or a spokesperson designated by the Chef de Mission, and athletes from the Australian Team. The Team Media Director will advise accredited media of the time and location of all Team media conferences.
  5. In giving any interview which includes a visual element, Team members and AOC servants or agents must wear the items of Team Uniform as determined and advised by the Chef de Mission.
  6. The IOC has granted exclusive Australian television rights to Seven West Media. Australian radio broadcast rights may also be granted to an Australian Broadcaster and its sub-licensees. These organizations are known as 'rights holders'.
  7. Only rights holders may broadcast unrestricted sound and/or images of Olympic events, including sporting action, Opening, Closing and medal ceremonies or other activities which occur in Olympic Venues, including the Games Accommodation.
  8. On the recommendation of the AOC, subject to various conditions, the IOC has given restricted media rights to a limited number of representatives of other Australian media through its ENR accreditation. The organisations they represent are known as non-rights holders.
  9. Subject to 2.8 above:

- (a) Non-Rights holders will have access (and may bring their broadcasting equipment) to the Main Press Centre (MPC) and can film and record all official press conferences held in the MPC;
  - (b) the ENR accredited representatives of non-rights holders may interview Team members and AOC servants or agents:
    - (i) in mixed zones and other Olympic venue media areas on the condition that they cannot use cameras, high frequency micro transmitters or any other form of recording or transmission of images or sound (broadcasting equipment) in those interviews. Audio recorders can be used for copy purposes only and the material must not be broadcast via television, radio or through any social media; and
    - (ii) at official Team media conferences in the MPC without restriction on the broadcasting equipment used.
10. The Chef de Mission will determine what access will be provided to representatives of the media to Games Accommodation that is located outside the Olympic Village.
  11. It is anticipated that, as in the past, the non-rights holders will only be able to broadcast limited Olympic material as part of their regularly scheduled daily news programmes under the News Access Rules issued by the IOC. It is also anticipated that bone fide news organisations will only be able broadcast Olympic material on the Internet within Australia, in accordance with the Supplementary News Access Rules issued by the IOC. Any breach of the News Access Rules or the Supplementary News Access Rules will result in the ENR accreditation being withdrawn by the IOC for the non-rights holder concerned.
  12. Should any non-rights holder encourage or assist any Team member or AOC servant or agent to breach these Media Guidelines, the AOC may withdraw the access of the non-rights holder to the Team and/or Team members.

### **3. USE OF SOCIAL MEDIA**

#### **What this means for you:**

- **You are encouraged to use social media, but use it responsibly.**
- **Comments should reflect and enhance the Olympic values, particularly fair play and respect for others. They must not be offensive, inappropriate, defamatory, misleading, deceptive or illegal.**
- **The use social media during training or competition can detract from optimal performance and may impact on others. As such, it is recommended that the use of personal phones, tablets or other such devices in training or competition venues during the pre-competition and competition periods is managed.**
- **You are strongly encouraged to have a plan on managing your access to personal phones, tablets or other such devices during the Games, and to implement the plan at competitions in the lead up to the Games.**
- **Follow best practice guidelines when using social media:**
  - **Avoid the temptation to respond to criticism;**
  - **Be wary of responding to controversy or matters you feel are being represented incorrectly, especially late at night during leisure activities and where alcohol may be involved;**
  - **A simple joke can quickly turn into a PR crisis for you and the Team. Once something is posted it must be treated as “being in the public domain” – so behave accordingly; and**

- **If required, apologies should be delivered swiftly before the matter escalates.**
  - **You must ensure that you comply with the AOC Rule 40.3 Policy attached at schedule 7 of the Team Membership Agreement.**
1. Team members and AOC servants or agents must, without limitation, comply with the IOC's Social Media, Blogging and Internet Guidelines when released.
  2. During pre-competition and competition periods, athletes are recommended not to use personal phones, tablets or other devices in training or competition venues.
  3. Team members are strongly encouraged to have a plan on managing their access to personal phones, tablets or other such devices during the Games, and to implement the plan at competitions in the lead up to the Games.
  4. A comment made in social media should be a factual account of your own personal experience. It must not be offensive, inappropriate, defamatory, misleading, deceptive or illegal.
  5. Team members or AOC servants or agents who permit comments by the public to be made on any post, blog or website controlled by them, agree to take reasonable steps (including working with the AOC), to ensure that such comments are courteous, respectful and not abusive, offensive, inappropriate, defamatory, misleading, deceptive or otherwise illegal.
  6. All Team members, officials, AOC servants or agents must ensure that they comply with the AOC Rule 40.3 Policy attached at schedule 7 of the Team Membership Agreement.
  7. Any Team member or AOC servant or agent wishing to link their personal blog to the AOC website must do so pursuant to the Guidelines for Linking to the AOC Website which are available on the AOC website.
  8. The use of any third party content on any post, blog, tweet, website or otherwise in any social media platform, must not infringe the rights of any third party.
  9. The AOC reserves the right to issue a 'take down notice' requiring a Team member or AOC servant or agent to take down a post, blog, tweet or comment on any social media platform, in whole or part, within a specified time. A failure to comply with a 'take down notice' is a breach of the Team Membership Agreement.

If you have any queries concerning these Guidelines, please contact the Director, Media and Communications, Mike Tancred.



**KITTY CHILLER**  
**2016 CHEF DE MISSION**

ADOPTED 23 August 2013  
AMENDED 28 August 2015





## Rio 2016 Olympic Games – Rule 40 Guidelines

Rule 40, Bye-law paragraph 3 of the [Olympic Charter](#) states that *“Except as permitted by the IOC Executive Board, no competitor, coach, trainer or official who participates in the Olympic Games may allow his person, name, picture or sports performances to be used for advertising purposes during the Olympic Games”*.

These guidelines apply to the use of the person, name, picture or sports performance of a competitor, coach, trainer or official (hereinafter jointly referred to as **“Participants”**) participating in the Games of the XXXI Olympiad in Rio de Janeiro in 2016 (hereinafter the **“Olympic Games”**), during the period of such Olympic Games. For these purposes, the relevant period begins nine days prior to the Opening Ceremony and concludes at the end of the third day after the Closing Ceremony, i.e. 27 July 2016 until 24 August 2016 (hereinafter the **“Period of the Olympic Games”**).

### A. General Principle

The IOC Executive Board declares that, under Rule 40, Bye-law paragraph 3 and subject to these guidelines, including compliance with the application process described in Paragraph B below, the following are permitted:

- (i) the use of a Participant's person, name, picture or sports performances for advertising purposes of a company or brand where such use clearly does not create, whether directly or indirectly, the impression of a commercial connection between, on the one hand, the company or brand and, on the other hand, the Olympic Games, the IOC, the Olympic Movement, the Organising Committee of the Olympic Games (**“OCOG”**), or the Participant's National Olympic Committee (**“NOC”**) or National Olympic Team; and
- (ii) the use of a Participant's person, name, picture or sports performances by Olympic sponsors and Olympic Broadcasting Rights Holders (**“Olympic Commercial Partners”**) in compliance with the conditions stipulated in Paragraphs B and D below.



## **B. Application Process**

Applications for use of a Participant's person, name, picture or sports performance during the Period of the Olympic Games must be made:

(i) For Non-Olympic Commercial Partners:

- in cases of applications for international use, to the IOC; and
- in cases of applications for national use (i.e. in one territory), to the Participant's NOC and, should the use be in the territory of an NOC other than the Participant's NOC, to such other NOC.

(ii) For Olympic Commercial Partners:

- in cases of applications made by international Olympic Commercial Partners and Olympic Broadcasting Rights Holders, to the IOC;
- in cases of applications made by national Olympic Commercial Partners, to the Participant's NOC.

Applications and any supporting documentation shall be submitted electronically to the IOC or to the relevant NOC(s) (as the case may be) and be answered within 21 calendar days. Absent an answer within this period, an application shall be deemed authorized.

The IOC and relevant NOC(s) may refer applications to each other for further assessment depending on their geographic relevance, taking into consideration, in particular, the NOC of the Participant in question.

## **C. Non-Olympic Commercial Partners - Inadmissible Practices**

By way of illustration, the following practices by non-Olympic Commercial Partners are prohibited, including during the Period of the Olympic Games:

- Any use of the Olympic properties or any NOC related symbol or design protected under national legislation, trademark or copyright law, or of any symbol, design or terminology or expression creating a risk of confusion with these properties.
- Any express or implied written/visual allusion to the Olympic Games.
- Any use of the image of a Participant, taken during the Olympic Games, in combination with a company or brand.
- Any use of the image of a Participant in an advertising campaign which was started at such time before the Period of the Olympic Games that the advertising campaign creates the impression of a commercial connection between the company or brand and the Olympic Games or that it is run to benefit from the appeal of the Olympic Games.
- Any reference to a Participant's role in the Olympic Games, or to a Participant's performances during the Olympic Games or during any past editions of the Games of the Olympiad or the Olympic Winter Games.
- Any use of the "Olympic listed terms or expressions" alongside the Participant's name or image.



- Any use of a term or expression alongside the Participant's name or image so closely resembling one of the "Olympic listed terms or expressions" as to be likely mistaken for such term or expression.

"Olympic listed terms or expressions" include the following:

- Olympic
  - Olympics
  - Olympic Games
  - Olympiad
  - Olympiads
  - The Olympic motto "Citius – Altius – Fortius" and any translation of the Olympic motto
- Any use of other "Olympic-related terms" in such a way as to imply an association between, on the one hand, the Participant and, on the other hand, the Olympic Games or any other Games of the Olympiad or Olympic Winter Games, the IOC, the NOCs or the OCOG

"Olympic-related terms" include the following, depending upon context:

- 2016
- Rio/Rio de Janeiro
- Gold
- Silver
- Bronze
- Medal
- Effort
- Performance
- Challenge
- Summer
- Games
- Sponsors
- Victory
- Olympian

#### **D. Olympic Commercial Partners – Usage Guidelines**

The following provisions apply to the use by Olympic Commercial Partners of a Participant's person, name, picture or sports performances during the Period of the Olympic Games:

- In addition to any advertising authorized pursuant to the procedure just described, Olympic Commercial Partners may use a Participant's person, name, picture or sports performances in Authorised Communications, which shall mean (i) supporting messages expressing the encouragement to a Participant or the NOC Olympic Team in view of their participation in the Olympic Games, (ii) congratulatory messages praising the athlete or the NOC Olympic Team for their achievement at the Olympic Games and (iii) any other Olympic-related activations of their Olympic sponsorship,



including advertising/promotions and social media campaigns subject to the cumulative conditions outlined below.

- Subject to the approval of the NOC, NOC sponsors may use, for Authorised Communications only, the image of a Participant or of the NOC Olympic Team, within the territory of the NOC in which it is a sponsor.
- Subject to the approval of the IOC, TOP Partners, as Partners of the Olympic Team of each NOC, may use, for Authorised Communications only, the image of a Participant or of the NOC Olympic Team on a multi-territory basis.
- Subject to the approval of the IOC, Broadcasting Rights Holders may use, for Authorised Communications only, the image of a Participant in the Territory for which such Broadcasting Rights Holder has been granted rights.
- Authorised Communications may not under any circumstances:
  - make textual or visual references to direct use of any product or service that enhances performance in practicing or competing in sport. This includes textual references such as “official product” of the athlete or the Team, nor
  - be in relation to the Participant’s performance at the Olympic Games or at other editions of the Games of the Olympiad or Olympic Winter Games except in the case of congratulatory messages.
- Participant’s Olympic biographical references may only be used in a factual manner (e.g., 2012 Olympic Gold Medallist) provided that any such references appear in an ancillary manner and not in a manner that draws attention to such reference.

Participants must appear dressed (i) in their National Olympic team uniform or clothing (as defined by their NOC) (ii) in generic, unbranded clothing, or (iii) with the express approval of their NOC, in other clothing branded in accordance with Rule 50 of the Olympic Charter and the corresponding IOC guidelines (“**other clothing**”). The requirement for Participants to obtain the express approval of their NOC to appear in other clothing is to enable NOCs to preserve the value and attractiveness for uniform and clothing manufacturers to sponsor such NOCs and their National Olympic Teams. Any such requests by Participants for approval and any supporting documentation shall be submitted electronically to the NOC and be answered within 21 calendar days. NOCs may refuse approval in their absolute discretion in order to preserve the value and attractiveness for uniform and clothing manufacturers to sponsor such NOCs and their National Olympic Teams. Absent an answer within the prescribed period a request shall be deemed approved. It is the responsibility of each NOC to duly notify in writing the IOC of any granted approval.

#### **E. NOCs May Restrict or Prohibit Practices Permitted Under Paragraph A(i)**

An NOC may restrict or prohibit the practices described in Paragraph A(i) above, subject to applicable laws and regulations. For example, such restriction or prohibition may be in the form of rules established by the NOC, or in the form of a contract signed by the Participants with the NOC.

In case of such restriction or prohibition, the NOC shall inform the IOC (including details regarding the extent of such restrictions or prohibitions and whether or not such restrictions or prohibitions are intended to cover territories of other NOCs), not later than 30 November



2015, which shall inform the applicants of such restriction or prohibition when reviewing applications pursuant to Paragraph B(i) above.

#### **F. National Olympic Committees' Role**

The NOCs shall:

- (i) be primarily responsible for the communication and implementation of the applicable terms and conditions in respect of their Participants and NOC Olympic Commercial Partners as outlined in these guidelines. The IOC will provide further guidance to the NOCs upon request; and
- (ii) monitor and enforce compliance with Rule 40 and these guidelines by Participants.

#### **G. Participants' Individual Rights**

Use of a Participant's image, name, likeness or other resemblance must respect the Participant's individual rights, including the need to obtain the Participant's express prior written approval.



# **SCHEDULE 7**

## **AOC RULE 40.3 POLICY**



## AOC POLICY ON RULE 40, BY-LAW 3 OF THE OLYMPIC CHARTER

### 1. IOC R40.3 GUIDELINES

- 1.1 Rule 40, By-law 3 of the Olympic Charter (*R40.3*) states that:

*Except as permitted by the IOC Executive Board, no competitor, team official or other team personnel who participates in the Olympic Games may allow his person, name, picture or sports performances to be used for advertising purposes during the Olympic Games.*

- 1.2 The IOC has published guidelines to support R40.3 (*IOC R40.3 Guidelines*). These IOC R40.3 Guidelines and this Policy are annexures to the AOC's 2016 Australian Olympic Team Membership Agreements and are intended to:
- a) enable continuation of approved in-market Generic Advertising Activities featuring Participants during the Games Period;
  - b) preserve and protect the ability of NOCs, such as the AOC, to generate revenue to send present and future Olympic Teams to the Olympic Games, deliver services to Olympians and help fulfil their responsibilities to the Olympic movement; and
  - c) protect the rights of Olympic Commercial Partners to exclusive use of Olympic Properties.
- 1.3 The IOC R40.3 Guidelines allow NOCs to restrict or prohibit Generic Advertising Activities by Participants in their territory and, in the case of the AOC, Australian Participants in the territories of other NOCs.
- 1.4 Following consultation with the AOC Athletes' Commission, the AOC has developed this Policy for the territory of Australia and for Australian Participants in the territories of other NOCs.
- 1.5 This Policy aligns with the principles outlined in the IOC R40.3 Guidelines and balances Participant's Individual Rights with those of the Olympic Commercial Partners.

### 2. AOC R40.3 POLICY

- 2.1 In accordance with the IOC R40.3 Guidelines, the AOC is responsible for:
- a) communicating and implementing the IOC R40.3 Guidelines and the terms and conditions of the restrictions and prohibitions established by the AOC, by this Policy, in and for Australia;
  - b) monitoring and enforcing compliance with the IOC R40.3 Guidelines and this Policy in and for Australia; and
  - c) ensuring that the Participant's Individual Rights are respected.
- 2.2 **Where the following two elements exist together in an activity during the Games Period, that activity will be considered a breach of R40.3 and is not permitted in any circumstances by any Participant in Australia and Australian Participants in the territories of other NOCs:**

- a) **identification of a Participant; and**
- b) **an Advertising Purpose.**

2.3 This Policy applies to Australian Participants anywhere in the world and Participants from other NOCs conducting an Advertising Purpose, in the territory of Australia, during the Games Period.

### **3. AOC R40.3 WAIVERS**

#### **Australian Athletes and Institutional Supporters**

- 3.1 The AOC has developed a R40.3 Waiver process for Australian Athletes in the territory of Australia. To be clear, the AOC R40.3 Waiver process is not available for other Australian Participants, that is, team officials or other team personnel who are members of the 2016 Australian Olympic Team.
- 3.2 The AOC R40.3 Waiver process acknowledges and accommodates the fact that an Australian Athlete may have pre-existing, long term commercial sponsors or Institutional Supporters that began or begin prior to and extend beyond the Games Period.
- 3.3 If an Australian Athlete discloses his or her personal sponsor(s) and/or Institutional Supporter(s) to the AOC, the AOC may grant a limited AOC R40.3 Waiver for Historical Content (i.e. content posted prior to midnight AEST on 26 July 2016) on personal Digital Platforms. That is, an Australian Athlete may not be required to remove Historical Content featuring Non-Olympic Commercial Partners or Institutional Supporters from his or her personal Digital Platform unless:
  - a) the Non-Olympic Commercial Partner or Institutional Supporter content is visible when the Digital Platform is first opened;
  - b) any Institutional Supporter content contains the name of a company or brand with which the Institutional Supporter has a commercial connection, association or relationship;
  - c) an Australian Athlete's personal Digital Platform is hosted by or co-branded with a Non-Olympic Commercial Partner;
  - d) any social media brand banner (anywhere on the Digital Platform) contains content featuring any Non-Olympic Commercial Partner; or
  - e) the content contains Olympic Properties or any express or implied written or visual allusion to the Olympic movement.
- 3.4 An AOC R40.3 Waiver will not be granted for any Inadmissible Practices.
- 3.5 Any National Federation of an Australian Athlete granted an AOC R40.3 Waiver must comply with the AOC National Federation Commercial Activities By-Law.
- 3.6 Any Australian State or Territory Institute or Academy of Sport of an Australian Athlete granted an AOC R40.3 Waiver, must comply with its obligations under its AOC Olympic Training Centre Agreement
- 3.7 Any other Institutional Supporter of an Australian Athlete granted an AOC R40.3 Waiver must not and must not authorise or permit any third party to:



- a) conduct or organise any advertising, marketing or fundraising activities for an Advertising Purpose; or
  - b) represent itself as having the sponsorship or approval of or being associated or affiliated with the AOC, the IOC, the Olympic movement or an Olympic Property or design protected pursuant to OIPA,
- unless the AOC has given prior written consent.

### **Olympic Commercial Partners**

- 3.8 As part of their investment in, and support of, the IOC, the Olympic movement, the Organising Committee of the Rio 2016 Olympic Games, the AOC and the Team, Olympic Commercial Partners are automatically granted a R40.3 Waiver under the IOC R40.3 Guidelines and this Policy.
- 3.9 Olympic Commercial Partners are required to comply with all of the obligations under their sponsorship agreements including any requirement to submit advertising campaign content to the IOC or AOC (as applicable) prior to or during the Games Period.

### **Non-Olympic Commercial Partners**

- 3.10 Any activity by a Non-Olympic Commercial Partner which identifies a Participant for an Advertising Purpose during the Games Period will be a breach of R40.3 unless an AOC R40.3 Waiver is granted.
- 3.11 To be considered for an AOC R40.3 Waiver, Non-Olympic Commercial Partners must submit their Generic Advertising Activity to the AOC by 5pm on Saturday, 27 February 2016 AEST to ensure that the AOC has adequate time to review, respond to and manage submissions. Generic Advertising Activities submitted by a Non-Olympic Commercial Partner after this date will not be considered.
- 3.12 Non-Olympic Commercial Partners will be notified of the status of their Generic Advertising Activity within 21 days of submission. If no feedback is provided in this time, Non-Olympic Commercial Partners must assume that their submission was unsuccessful.
- 3.13 All Generic Advertising Activity submissions for activities continuing during the Games Period:
  - c) must be submitted to **marketing@olympics.com.au**;
  - d) must detail the communication medium(s);
  - e) must include as much detail as possible about the activities;
  - f) must list all territories where the activities will occur;
  - g) must not contain Olympic Properties or any express or implied written or visual allusion to the Olympic movement;
  - h) must conform and comply with the IOC R40.3 Guidelines and this Policy and any supporting education materials;
  - i) must include a media schedule demonstrating that the Generic Advertising Activities have been pre-existing in-market and will continue on an on-going basis from, at the latest, 5pm on Sunday, 27 March 2016 AEST, that is, four months prior to the start of the Games Period;

- j) must, if the Generic Advertising Activity features a non-Australian Participant, be accompanied by a letter of approval from that Participant's NOC; and
- k) will be considered on a case-by-case basis by the AOC Chief Executive Officer in her sole and absolute discretion and the decision of the AOC Chief Executive Officer will be final and binding.

#### **4. ENFORCEMENT AND SANCTIONS**

4.1 The AOC Chief Executive Officer outside of the Games Period or the Chef de Mission during the Games Period may address any breach of the IOC R40.3 Guidelines and this Policy:

- a) with the relevant Non-Olympic Commercial Partner or Institutional Supporter, by alerting them to the fact that the Non-Olympic Commercial Partner or Institutional Supporter is placing the Athlete or other Participant in breach of R40.3;
- b) with the relevant team leader of the Athlete's or other Participant's sport and require him/her to communicate and enforce R40.3 with the Athlete or other Participant; and
- c) with the Athlete or other Participant.

4.2 Sanctions for a breach can include, but are not limited to:

- a) requiring the Athlete or other Participant to issue an apology;
- b) issuing a take down or corrective notice;
- c) banning the Athlete or other Participant from using social media during the Games Period;
- d) removal of privileges such as participation in Team events, ceremonies or other activities;
- e) sending an Athlete or other Participant home early (either prior to or after an Athlete has competed);
- f) imposing financial sanctions;
- g) terminating Team membership;
- h) requiring the Athlete or other Participant to leave the Olympic Games and the Olympic Games accommodation or Olympic Village;
- i) excluding an Athlete from competing at the Olympic Games;
- j) cancelling or impounding the Olympic Games accreditation of the relevant Athlete or other Participant;
- k) requiring an Athlete or other Participant to take or not take such action as deemed appropriate by the Chef de Mission or the AOC Chief Executive Officer;
- l) ineligibility for selection to future Australian Olympic Teams;
- m) early discharge from any future Australian Olympic Team; and
- n) such other measures as determined by the Chef de Mission or AOC Chief Executive Officer.

4.3 The relevant sanction will be at the sole and absolute discretion of the Chef de Mission

during the Games Period and the AOC Chief Executive Officer outside of the Games Period. The decision of the Chef de Mission or the AOC Chief Executive Officer will be final and binding.

- 4.4 The AOC will introduce an education process to ensure that Athletes and other Participants, Institutional Supporters, Athletes' agents and advisors are informed of the IOC R40.3 Guidelines and this Policy.
- 4.5 Any questions related to the IOC's R40.3 Guidelines and this Policy should be directed to [marketing@olympics.com.au](mailto:marketing@olympics.com.au).

## 5. DEFINITIONS

<b>2016 Australian Olympic Team Membership Agreements</b>	means the agreements that govern membership of the 2016 Australian Olympic Team for athletes, officials and associate officials and are available at <a href="http://www.olympics.com.au">www.olympics.com.au</a>
<b>Advertising Purpose</b>	means any activity or content that identifies a company, whether by name, reference to its brands, products or services, reference to its location or other distinguishable features whether directly or indirectly and whether or not giving the impression of a commercial connection or association or relationship with an Olympic Property.
<b>AOC</b>	means Australian Olympic Committee Inc.
<b>AOC National Federation Commercial Activities By-Law</b>	means the by-law governing the activities of recognised member National Federations in force and as amended from time to time and available at <a href="http://www.olympics.com.au">www.olympics.com.au</a> .
<b>Athlete</b>	means a competitor in the 2016 Olympic Games in Rio de Janeiro.
<b>Digital Platform</b>	means websites, blogs and social media including Facebook, twitter, Instagram, Google+, YouTube, Snap Chat and all other applications that enable users to create and share content or participate in social networking.
<b>Games Period</b>	means the period from 12.01am on 27 July 2016 AEST until midnight on 24 August 2016 AEST.
<b>Generic Advertising Activity</b>	means any advertising or communication initiative, in whole or in part, that is on-going and creates an association with an Athlete or other Participant and an Advertising Purpose during the Games Period but does not create any association, express, implied or otherwise, with any Olympic Property.
<b>Historical Content</b>	means content posted prior to midnight AEST on 26 July 2016.
<b>Inadmissible Practices</b>	Means, by way of illustration, the practices by Non-Olympic Commercial Partners or Institutional Supporters, which are prohibited, including during the Games Period and set out in Clause C of the IOC R40.3 Guidelines.
<b>Institutional Supporter</b>	means the Australian and State and Territory Institutes and Academies of Sport, an Athlete's National Federation and any other entity or individual providing non-Olympic commercial support to the Athlete.
<b>IOC</b>	means the International Olympic Committee.
<b>IOC R40.3 Guidelines</b>	means the R40.3 guidelines published by the IOC and attached to

this Policy.

<b>NOC</b>	means National Olympic Committee.
<b>Non-Olympic Commercial Partner</b>	means an entity or individual that is not an Olympic Commercial Partner.
<b>OIPA</b>	means the <i>Olympic Insignia Protection Act 1987</i> (Cth) as amended.
<b>Olympic Charter</b>	means the guiding document for the entire Olympic movement. It defines the mission and role of the IOC, the International Federations and the NOCs as well as other Olympic entities. It is available at <a href="http://www.olympic.org">www.olympic.org</a> .
<b>Olympic Commercial Partner</b>	means any IOC TOP Partner or AOC Team Partner (including sponsors, suppliers and licensees) as identified on the AOC's website <a href="http://corporate.olympics.com.au/sponsors">http://corporate.olympics.com.au/sponsors</a> or by such other means at the AOC's discretion.
<b>Olympic Games</b>	means the 2016 Olympic Games in Rio de Janeiro.
<b>Olympic Property</b>	<p>means any Olympic trademarks and properties including but not limited to: Olympic, Olympics, Olympic Games, Olympiad, Olympiads, the Olympic motto "Citius, Altius, Fortius"/ "Faster, Higher, Stronger", Australian Olympic Team, Team AUS, AUS Olympic Team, Rio 2016, the Boxing Kangaroo, A.S.P.I.R.E, the Olympic symbol (the five interlaced rings), the Olympic flag, the Olympic anthem, the Olympic flame and the Olympic torches.</p> <p>Use of "Olympic related terms" including, but not limited to (depending on context): 2016, Rio, Rio de Janeiro, Gold, Silver, Bronze, Medal, Effort, Performance, Challenge, Summer, Games, Sponsors, Victory, Olympian (except as a factual reference to past participation in an Olympic Games), Road to Rio, GoAUS, Medals and Team uniform.</p>
<b>Participant</b>	means any Athlete, team official or other team personnel who participates in the 2016 Olympic Games.
<b>Participant's Individual Rights</b>	means the use of a Participant's image, name, likeness or other resemblance must respect the Participant's individual rights, including the need to obtain the Participant's express prior written approval.
<b>R40.3 Waiver</b>	means an approval given by the IOC or AOC waiving compliance with R40.3.
<b>Team</b>	means the 2016 Australian Olympic Team.

ADOPTED ON 21 AUGUST 2015 AND EFFECTIVE IMMEDIATELY.

**John Coates AC  
AOC PRESIDENT**