

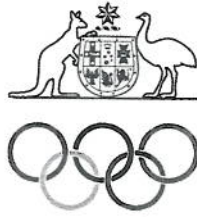
**SENATE RURAL & REGIONAL AFFAIRS & TRANSPORT  
LEGISLATION COMMITTEE**

**INDEX OF TABLED DOCUMENTS**

**Inquiry into Australian Sports Anti-Doping Authority Amendment Bill 2013**

**Canberra, Friday 01 March 2013**

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**AUSTRALIAN OLYMPIC COMMITTEE**

ABN 33 052 258 241  
Registered Number A0004778J

**2014 AUSTRALIAN OLYMPIC WINTER TEAM**

**MEMBERSHIP AGREEMENT - ATHLETES**

.....  
(Name of Athlete)

.....  
(Sport)

Your selection to participate in the 2014 Olympic Winter Games as a member of the 2014 Australian Olympic Winter 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 only commence upon the later of the receipt of this Agreement signed by you by the Director of Sport of the Australian Olympic Committee at the address shown below or your selection as a member of the 2014 Australian Olympic Winter Team.

**Retain one copy of the Agreement as a reference copy and return a signed copy to the AOC, Director of Sport.**

**Australian Olympic Committee  
Sochi, 2014 Team Membership Agreement  
PO Box R1788 Royal Exchange**

**NSW 1225.**

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## 1. Membership

I acknowledge that membership of the 2014 Australian Olympic Winter 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:

- (a) my selection as a member of the Team; or
- (b) the receipt of this Agreement, signed by me (and my parent/guardian where I am a minor), at the Sydney office of the AOC by the Director of Sport, if later than the date of my selection.

2.2 This Agreement concludes at midnight on the day after the closing ceremony of the 2014 Olympic Winter Games, or on such later date as I am formally discharged from the Team, subject to:

- (a) my participation in official AOC welcome home parades, functions and celebrations occurring before 31 March 2013;
- (b) clauses 4.1(13), 4.1(14), 4.1(15), 12.1 and 12.2 of this Agreement will continue until 31 March 2013; and
- (c) clauses 4.1(1), 4.2, 4.4, 7.2, 9.1(4), 12.3, 13.2, 14, 15, 16, 17, 18, 19, 20, 21 and 22 of this Agreement will continue indefinitely.

## 3. Membership Benefits

3.1 The AOC agrees to provide me, as a member of the Team, with the following benefits, subject to the sole and absolute discretion of the AOC:

- (a) my accreditation for the Games;
- (b) health care services and facilities in the Games Accommodation;
- (c) travel, accommodation and ground transport for the Games;
- (d) limited personal injury insurance as determined by the AOC;
- (e) the services of coaches and other support at the Games;
- (f) administrative support to facilitate participation in events at the Games;
- (g) public relations and media advice;
- (h) tickets to events at the Games as made available to athletes by Sochi 2014;

- (i) Team Uniform, and other items of clothing with the exception of competition footwear and Specialised Equipment; and
- (j) promotion of the Team and individual members of the Team.

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 2014 Olympic Winter Games in Sochi (7 – 23 February, 2014) as adopted by the AOC from time to time and available on the AOC website (olympics.com.au).

#### 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 the terms of this Agreement;
- (2) respect the spirit of fair play and non-violence and behave accordingly;
- (3) conduct myself so as to obtain and maintain my best possible mental and physical fitness and health to perform to the highest possible standard at the Games and carry out my duties 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 Winter Team;
- (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;
- (6) comply with all reasonable directions of, and arrangements made by, the Chef de Mission and any person appointed by him;
- (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 period 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 to provide it with all necessary assistance for this purpose, subject to Australia Post paying me the applicable sum. In so agreeing I acknowledge that the AOC has negotiated with Australia Post to pay each Australian gold medalist at the Games the sum of \$20,000 AUD for the right to produce a stamp featuring such gold medalists. I further acknowledge that if I am a member of a gold medal winning team, then the stamp will feature the team as a whole and the sum of \$20,000 AUD will be divided equally between the team members. My obligation under this clause continues until [DATE] [YEAR];
  - (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) continue to observe the provisions of the AOC Ethical Behaviour By-Law as adopted from time to time (a copy of the current By-Law is at Schedule 2);
  - (16) truthfully make the statutory declaration regarding anti-doping matters as required by the AOC from time to time;
  - (17) have achieved and will achieve results of the medical assessment and testing as described in clause 9.2 to the complete satisfaction of the AOC;
  - (18) have not breached and will not breach the AOC Anti-Doping By-Law as adopted from time to time for which a sanction already imposed has not been completed;
  - (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;
  - (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 such relevant party; and
  - (22) honestly and fully disclose and continue to disclose any information to the AOC concerning any matter arising in relation to my compliance with these obligations, immediately upon becoming aware of any such matter, and ensure that such disclosure is not false or misleading.
- 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 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 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 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 my 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 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. 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 Olympic Winter Games, or information may have already been published and cannot be modified.

4.6 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, our 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.*

*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 Team 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 (or its authorised delegate(s)) in its sole and absolute discretion. To the extent that the AOC 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 Team Agreement during the Games Period, such breach and any disciplinary sanctions to be applied will be determined by the Chef de Mission (or his authorised delegate(s)) in his or 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:
- (a) termination of my membership of the Team;
  - (b) requiring me to leave the Games and the Games Accommodation;
  - (c) excluding me from competition at the Games;
  - (d) cancelling or impounding my Games identity card or accreditation;
  - (e) requiring me to take or not take such action as deemed appropriate by the Chef de Mission;
  - (f) impose financial penalties in respect of AOC financial or other support provided to me; or
  - (g) such other measures as determined by the Chef de Mission.
- 5.3 Any sanctions imposed under clauses 5.1 or 5.2 are not exclusive and may be in addition to other sanctions the AOC or any other entity may impose, including terms of employment.

## **6. Olympic Legislation and Intellectual Property**

- 6.1 By the Olympic Charter, the Olympic Winter Games are the exclusive property of the IOC which owns all rights relating to the 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 (as amended from time to time). A summary of this Act is set out in Schedule 4 to 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 the Olympic Charter provides that if I infringe the Olympic Charter, the IOC Executive Board may withdraw my accreditation of myself and my team (if applicable) and myself and/or my team may become disqualified and lose the benefit of any ranking obtained. Should this occur, then 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 5 will apply.

## 8. Doping Requirements and Use of Drugs

### 8.1 I agree:

- (1) to comply with the AOC Anti-Doping By-Law (available at [olympics.com.au](http://olympics.com.au)) my NF and the IF anti-doping policy for my sport and the World Anti-Doping Code; and
- (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 and all drugs and medications so prescribed being first approved by the Team Medical Director or their nominee.

8.3 For the purposes of determining whether or not 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:

- (1) search such of my bags and possessions that I may bring into the Games Accommodation, have in my possession or under my control at any Olympic Venue or at any other time whilst a member of the Team;
- (2) search my clothing and person whilst 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 such 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 at its expense to determine whether or not it is a substance or method so prohibited.

I acknowledge that the AOC will return such substance or evidence to me if the analysis determines that it is not prohibited under the World Anti-Doping Code or clause 8.1 of this Agreement.

8.4 I agree to the adoption of an expedited hearing procedure where an allegation of a breach of the AOC Anti-Doping By-Law involving me arises during the term of this Agreement and I consent to this 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 that of my fellow Team members.

## 9. Medical Requirements

### 9.1 Disclosure of Information

I authorise:

- (1) any medical practitioner, sports scientist or therapist whom I have consulted during 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, or to assess the risk of preventing other Team members or competitors in the Games from performing to the best of their ability;
- (2) the Team Medical Director to make full disclosure to the AOC Secretary General and the Chef de Mission of any information obtained pursuant to the preceding paragraph 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 during 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 AOC Secretary General 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 (1) or (2) above) for any purpose related to my selection for or participation in the Games; and
- (4) the AOC to retain any medical information obtained in respect of me and the results of any tests or examinations carried out on me for use in research and publication in medical and scientific papers, provided that such publication maintains my anonymity.

## 9.2 Medical Assessment, Testing and Analysis

I acknowledge that my selection and membership of the Team is conditional upon me participating in a medical assessment at such time and place as determined by the AOC or my NF, and the results being satisfactory to the AOC. In so participating, 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 recent past or on an irregular basis.

I agree to undergo such medical testing as may be reasonably required by the Team Medical Director, including, but not limited to, giving blood samples for DNA or other biological analysis. I agree that such analysis may include testing for human immunodeficiency virus (HIV).

I also acknowledge that under the Olympic Charter I may be required to undergo testing pursuant to the provisions of the World Anti-Doping Code.

## 9.3 Participation in Events

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 his opinion, my participation would constitute an unacceptable risk of:

- (1) causing harm, injury or death to myself or other participants in the Games;

- (2) aggravating an existing injury or illness I may have; or
- (3) infecting other Team members or participants in the Games.

I acknowledge that the AOC has instituted a procedure that if either the Team Medical Director or the medical practitioner responsible for my section within the Team believe that advice to the above effect should be given to the Chef de Mission, then such advice will be given after the Team Medical Director and the medical practitioner responsible for my section have conferred as to 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 such advice to the Chef de Mission at his absolute discretion. These procedures also entitle the Team Medical Director to seek and obtain further medical advice if he believes that this is warranted.

#### 9.4 Directions

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

### 10. Gambling

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; and
- (3) in the event that any fundraising scheme, betting or gambling agency uses, without my consent, my Image in a manner contemplated in this clause, then the AOC has the sole right to determine whether any claim should be made or resolved in respect of such misuse or unauthorised use and I appoint the Secretary General of the AOC or his nominee to act as my representative agent and attorney for that purpose provided that the AOC indemnifies me and keeps me indemnified from any loss arising from that representation.

### 11. Media Requirements

- 11.1 I will comply with and be bound by the Media Guidelines as supplemented or amended or varied from time to time by the AOC or the Chef de Mission. A copy of the Media Guidelines currently in force is at Schedule 5 to this Agreement. I acknowledge that the Media Guidelines and supplements may be further supplemented, amended or varied in the future by the AOC or the Chef de Mission.
- 11.2 Nothing in the above clause 11.1 will prevent me from factually representing that I was involved in the Games as an Olympian as that term is used in the Olympic Insignia Protection Act 1987 as amended provided that during the Games Period I may not use or permit to be used for advertising, marketing or other commercial purposes my membership of the Team.
- 11.3 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 his designated spokesperson.

### 12. Marketing and Sponsorship

- 12.1 Except as permitted by the AOC, I will not allow my person, name, picture or sports performance 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 such 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, without my consent, uses my Image in a manner contemplated in this clause, then the AOC has the sole right to determine whether any claim should be made or resolved in respect of such misuse or unauthorised use and I appoint the Secretary General of the AOC or his nominee to act as my representative agent and attorney for that purpose provided that the AOC indemnifies me and keeps me indemnified from any loss arising from that representation.

12.4 I agree to the AOC using my Image:

- (1) to promote Australia's participation in the Games; and
  - (2) as part of current and historical records and publications of and concerning the Team and Australia's participation in the Games and whether or not published by the AOC;
- and whether before, during or after the Games in any media or forum, including the Internet.

### **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 in the Team Uniform are as stated in this clause and I will be entitled to retain possession of the Team Uniform provided I observe the following conditions:

- (1) I will not use or permit to be used the Team Uniform or any part of it (including reproductions) for any Commercial Purpose without the prior written permission of the AOC;
  - (2) I will not sell or give away the Team Uniform or any part of it without the prior written permission of the AOC, this permission may be given on such terms as the AOC may in its absolute discretion determine; and
  - (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 AOC. This permission may be given on such terms as the AOC may in its absolute discretion determine.
  - (4) I particularly acknowledge that the Team Uniform bears depictions of the Olympic Symbol and the Australian Coat of Arms. I acknowledge I have no right to use either or both of these symbols.
  - (5) Should I breach the above conditions, I will immediately deliver up all of the Team Uniform to the AOC at its request.
- 13.3 I acknowledge and agree that until specific equipment is acknowledged by the AOC as Specialised Equipment, I am precluded from utilising that equipment at any Games.
- 13.4 If I wish to utilize Specialised Equipment at the Games, I shall have submitted a request in writing to the Director of Sport no later than six months prior to the Games. I agree that such a request must, on a date or dates advised by the AOC, be supported by all available evidence and that approval will only be granted on a case by case basis.
- 13.5 If the AOC approves of my utilizing the Specialised Equipment then unless the AOC supplies the Specialised Equipment, I am responsible for the cost of supplying the same, and must be the sole and 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 I:
- (1) will use the Specialised Equipment throughout the Games;
  - (2) will not obscure, damage or allow the Team Sponsor's Marks on the Specialised Equipment to be obscured or damaged whilst used during the Games; and
  - (3) will not use any equipment unless a request to utilize 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 during the Games Period:

- (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 Games,

or permit, condone or authorise any such promotion or advertisement.

#### **14. Insurance**

14.1 The AOC will effect limited insurance for the benefit of myself and members of the Team. The benefits are subject to the terms and conditions of the relevant insurance policies which are available from the Director of Sport on request and are summarised in Schedule 1.

14.2 Notwithstanding that the AOC will effect limited insurance for the benefit of myself and members of the Team, I acknowledge that the AOC strongly recommends that I take out insurance to cover me for medical and like expenses arising out of any injury or illness I may suffer whilst a member of the Team and agree that I am solely responsible for all such expenses and any loss of income consequent upon any injury or illness.

14.3 I agree that the AOC is not responsible for medical and like expenses in Australia and overseas or for any loss of income arising out of any injury or illness I may suffer whilst a member of the Team and that the release and indemnity contained in clause 16 precludes me, amongst other things, from claiming any such medical and like expenses and loss of income from the AOC.

#### **15. Priority**

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 not to sue and hereby release, indemnify and keep indemnified the AOC, the AOC's servants or agents or other members of the Team from and against any claims howsoever arising that I may have for or as a result of loss of my life, injury, damage or loss of any description whatsoever and howsoever caused that I may sustain or suffer to my person or property in the course of or consequent upon my membership of the Team or 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 agree that the agreement not to sue, the release and indemnity and the assumption of risk contained in this clause will operate in favour of the AOC whether personally or by virtue of its vicarious liability for the acts or neglect of any person and binds my heirs, executors, assigns and personal representatives.

16.4 I acknowledge and agree that if, despite my agreement not to sue, provide the release and indemnity and acknowledge the assumption of risk contained in this clause, 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 nor seek to register or enter or enforce any such 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

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 I agree that any dispute relating to this Agreement, whether arising during the term of this Agreement or after its termination, will be solely and exclusively resolved by the Appeals Arbitration Division of the Court of Arbitration for Sport according to 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 decisions of the Court of Arbitration for Sport will be final and binding on the parties.

18.3 In the interests of speedy and expert resolution of any such disputes, I hereby surrender any right I may have to institute or maintain proceedings in any court or other judicial authority in relation to any such dispute or any right to file any appeal, review or recourse 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 foregoing and for further and better assurance notwithstanding that such provisions have no applicability, I agree that neither party will have the right of appeal under sections 34 and 34A of the Commercial Arbitration Act, 2010 (NSW) or equivalent in any of the Australian states or territories or to apply for the determination of a question of law under section 27I of such Act or equivalent in any of the Australian states or territories.

18.4 The sole grounds for disputing a decision or other act or omission by the AOC or the Chef de Mission 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 for hearing, the award and the reasons 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 in 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 herein. I agree that this Agreement contains the entire understanding of the parties to it and that the following documents identified in this Agreement either annexed as a Schedule or available to be read on relevant websites or otherwise are incorporated in this Agreement by reference. I acknowledge that these documents may be amended or varied from time to time.

Documents annexed as a Schedule to this Agreement:

- (1) Summary of insurance provided by the AOC;
- (2) AOC Ethical Behaviour By-Law;
- (3) Olympic Charter (extracts);
- (4) Olympic Insignia Protection Act 1987 (extracts);
- (5) Media Guidelines incorporating any supplements;

Documents incorporated in the Agreement by reference:

- (1) AOC Constitution (available on olympics.com.au);
- (2) AOC National Federation Commercial Activities By-Law (available on olympics.com.au);
- (3) AOC Olympic Team Selection By-Law (available on olympics.com.au);
- (4) AOC Funding Guidelines for sports on the program for the 2014 Olympic Winter Games in Sochi(7 – 23 February. 2014) (available on olympics.com.au);
- (5) AOC Anti-Doping By-Law (available on olympics.com.au);
- (6) Olympic Charter (full text) (available on olympics.com.au or olympic.org);
- (7) IOC Code of Ethics (available on olympics.com.au or olympic.org); and

(8) World Anti-Doping Code (available on 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 26.

22.2 If, notwithstanding my acknowledgement that this Agreement is for my benefit, I purport to repudiate this Agreement:

- (1) before the commencement of the Games - then 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 words and phrases have the following meanings:

- “AOC” means the Australian Olympic Committee Inc.
- “AOC By-Laws” 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](http://olympics.com.au)).
- “AOC Anti-Doping By-Law” 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](http://olympics.com.au)).
- “AOC Constitution” 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](http://olympics.com.au)).
- “AOC Ethical Behaviour By-Law” 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](http://olympics.com.au)).
- “AOC Funding” and “AOC Programs and Funding Guidelines” means the funding and other initiatives provided by the AOC under the AOC Programs and Funding Guidelines for sports on the program for the [YEAR] Olympic Games in London ([PERIOD] [YEAR]) as adopted by the AOC from time to time and available on the AOC website ([olympics.com.au](http://olympics.com.au)).
- “AOC National Federation Commercial Activities By-Law” 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](http://olympics.com.au)).
- “AOC Olympic Team Selection By-Law” 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, Chief Operating Officer, Village Manager, Team Media Director, Team Medical Director, employees, agents, volunteers, Assistants, officials, members of the Support Group, persons approved by the AOC or its authorized 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 thereto 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>“Chef de Mission”</b>	means the Chef de Mission of the Team.
<b>“Chief Operating Officer”</b>	means the person appointed by the AOC as the Chief Operating Officer 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>“Director of Sport”</b>	means the AOC Director of Sport.
<b>“Dispute”</b>	means actions, appeals, causes of action, proceedings, demands, claims, liability for claims or disputes.
<b>“DFAT”</b>	means the Department of Foreign Affairs and Trade.
<b>“DNA”</b>	means deoxyribonucleic acid and is the molecule that carries genetic information in all living systems.
<b>“Games”</b>	means the 2014 Olympic Winter Games.

**“Games Accommodation”** means the AOC endorsed facility or facilities for the accommodation of members of the Team during the Games, including the Olympic Village/s.

**“Games Period”** means the period commencing at the earlier of:

- (a) the assembly of the Team for the Games under the control and authority of the Chef de Mission; or
- (b) the opening of the Games Accommodation;

and ends at midnight on the third day after the closing ceremony of the Games, 2014.

**“IF”** 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 Winter 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.

<b>“Internet”</b>	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.
<b>“IOC”</b>	means the International Olympic Committee.
<b>“IOC Code of Ethics”</b>	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>“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 which is annexed at Schedule 5 and is 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 organization and staging of the Olympic Games. For the 2014 Olympic Winter Games this is known as Sochi 2014.
<b>“Official”</b>	means the Chef de Mission, Chief Operating Officer, Team Media Director, Team Medical Director, coaches, conditioners, massage therapists, media liaison officers, main press centre personnel, medical practitioners, mechanics, nutritionists, physiotherapists, psychologists, sports scientists, technicians, wax technicians and other officials of the Team.
<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”</b>	means the Olympic Insignia Protection Act 1987 (as amended from time to time) enacted for the benefit of the AOC and the Olympic movement in Australia.
<b>“Olympic Venue”</b>	means a venue or event site for the Games and 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 Sochi 2014 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>“Secretary General”</b>	means the AOC Secretary General.
<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 2014 Australian Olympic Winter 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>“Village Manager”</b>	means the person appointed by the AOC to manage the respective Games Accommodation (Sochi 2014 Olympic Mountain Village, 2014 Olympic Coastal Village and 2014 Olympic Endurance Village)during the Games Period.
<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 ( <a href="http://olympics.com.au">olympics.com.au</a> ).
<b>“Written Notice or “in writing”</b>	means notice in writing by letter, facsimile or email or other written means of communication.

## 23.2 Interpretation

- (1) Unless the context otherwise requires, reference to:

- (a) the singular includes the plural and the plural includes the singular and words importing one gender include the others;
  - (b) persons include incorporated and unincorporated bodies, partnerships, joint ventures and associations and vice versa and their legal personal representatives, successors and assigns;
  - (c) a party includes the party's executors, administrators, successors and permitted assigns and substitutes;
  - (d) a statute or other law includes regulations and other instruments under it and amendments, re-enactments or replacements or any of them; and
  - (e) "dollars", "AUD" or "\$" is the lawful currency of Australia.
- (2) 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.
- (3) The meaning of general words is not limited by specific examples introduced by including, for example or similar expressions.
- (4) 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.
- (5) 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.
- (6) Headings are for convenience only and do not form part of this Agreement or affect its interpretation.

**24. Athlete's Disclosure**

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

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**25. Athlete Signature**

Dated:

Signed by the Athlete )  
In the presence of: )

.....  
(Athlete's signature)

.....  
(Witness' signature)

.....  
(Name of Witness)

.....

.....  
(Address of Witness)



**26. Parents/Guardians Acknowledgement for Minors**

I/we are the parents/guardians of the athlete signing 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 applicable in the State of New South Wales.

Dated:

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

.....  
 (Parent/Guardian's signature)

.....  
 (Witness' signature)

.....  
 (Name of Witness)

.....  
 (Name of Parent/Guardian)

.....

.....

.....  
 (Address of Witness)

.....  
 (Address of Parent/Guardian)

## SCHEDULE 1

### SUMMARY OF INSURANCE PROVIDED BY THE AOC

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

Benefit	Sum insured per person
Personal accident – capital benefits (death, loss of limbs, total disablement)	Up to \$500,000
Weekly benefit for temporary disablement (accident only)	Up to \$500 per week – maximum 104 weeks
Injury assistance benefit	Up to \$100 per day – maximum \$5,000
Overseas medical and additional expenses	Up to \$1million
Emergency medical evacuation	Up to \$250,000
Repatriation of mortal remains	Up to \$50,000
Loss of luggage, personal effects, travel documents, money and credit cards	Up to \$20,000 (\$5,000 any one item)
Travel cancellation/curtailment/additional expenses	Up to \$10,000
Kidnap and ransom	Covered
Missed transport connection	Up to \$10,000
Political and natural disaster evacuation expenses	Up to \$10,000
Auto-rental damage and theft cover	Up to \$10,000
Personal liability	Up to \$10million

2. Subject to the terms and conditions of the relevant insurance policies, the members of the Team are covered:
- (a) while attending any pre-Games AOC conducted events in Australia or overseas between the date of selection and departure for travel to the Games;
  - (b) while travelling to and from the Games as a Team member 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 to 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



AUSTRALIAN OLYMPIC COMMITTEE INC  
ABN 33 052 258 241  
Registered Number A0004778J

ETHICAL BEHAVIOUR BY-LAW

1. DEFINITIONS

- “AOC”** means the Australian Olympic Committee Inc.
- “Athlete”** means an athlete that:
- (a) receives financial or other assistance from the AOC;
  - (b) is a member of a Shadow Team; or
  - (c) has been nominated for selection to, or selected as a member of, any Team.
- “Benefit”** means a benefit of any kind including, but not limited to, remuneration, commission, service, hospitality or gift.
- “Bullying”** 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.
- “Child Abuse”** means physical, emotional harming or exploitation of children, whether sexual or otherwise and includes, but not limited to:
- (a) derogatory or inappropriate behaviour;
  - (b) non-accidental injury to children;
  - (c) inappropriate touching;
  - (d) physical, emotional or sexual abuse; or
  - (e) insensitivity towards children with cultural or religious differences.
- “Direct Discrimination”** 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.

**“Disability”**

in relation to a person means:

- (a) a total or partial loss of a part of the body or of the person’s bodily or mental functions;
- (b) the presence in the body of organisms causing or capable of causing disease or illness;
- (c) the malfunction, malformation or disfigurement of a part of the person’s body;
- (d) a disorder or malfunction that results in a person learning differently from a person without the disorder or malfunction;
- (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:
  - (g) presently exists;
  - (h) previously existed but no longer exists;
  - (i) may exist in the future;
  - (j) is imputed to a person whether or not that person has a disability.

**“Games Period”**

means the period commencing at the earlier of:

- (a) the assembly of the Team for the Games under the control and authority of the Chef de Mission; or
- (b) the opening of the Games Accommodation;

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.

**“Indirect Discrimination”**

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.

**“Official”**

means all persons who administer, manage, coach, support, assist or are otherwise involved with any Team, the AOC or Team sponsors.

**“Race”**

means a person’s race, colour, descent or ethnic origin and includes the culture, custom or beliefs of a particular race.

- “Relevant Persons”** means the persons to whom this By-Law applies as described in clause 2.1.
- “Religious Activity”** means engaging in, not engaging in or refusing to engage in a lawful religious activity.
- “Religious Belief”** means holding or not holding a religious belief.
- “Sex”** means a person's gender such as their being a man or woman.
- “Sexuality”** means a person's sexual orientation such as heterosexuality, homosexuality or bisexuality.
- “Shadow Team”** means those Athletes who are recognised by the AOC as potential members of a particular Team.
- “Team”** 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.
- “Unlawful Harassment”** 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.
- “Vilification”** 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.
- 1.1 Except so far as the contrary intention appears in this By-Law, an expression has in this By-Law the same meaning as in the Constitution.
- 1.2 Headings are for convenience only and do not affect the interpretation of this By-Law.
- 1.3 Reference to one gender includes each other gender.
- 1.4 The singular includes the plural and the plural includes the singular.
- 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 2.5, all Relevant Persons must not, by their acts or omissions, engage or participate in:

- (1) Direct Discrimination;
- (2) Indirect Discrimination;
- (3) Unlawful Harassment;
- (4) Bullying;

in any area of activity where the Relevant Person is participating in that activity in their capacity as an Athlete, Official, Member of the Executive, officer or employee of the AOC.

2.3 all Relevant Persons must not, by their acts or omissions, engage or participate in:

- (1) Vilification;
- (2) Child Abuse; and
- (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;
  - (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 and members of the Executive, officers and employees 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; or
  - (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) to 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 and members of the Executive, officers and employees 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 Officials and members of the Executive, officers and employees 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 Executive of the AOC.



- 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 on sport. 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 in its sole and absolute discretion. To the extent that the AOC requires assistance and information from the Relevant Person in relation to the determination of the breach and/or sanctions, clause 2.4 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 2.4 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 a Relevant Person, the AOC or its Executive, officers or employees 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.

### SCHEDULE 3

#### EXTRACTS FROM THE OLYMPIC CHARTER

- |                              |     |  |
|------------------------------|-----|--|
| <b>Rule 7</b>                | 2   | The Olympic Games are the exclusive property of the IOC which owns all rights and data relating thereto, in particular, and without limitation, all rights relating to their organisation, exploitation, broadcasting, recording, representation, reproduction, access and dissemination in any form and by any means or mechanism whatsoever, whether now existing or developed in the future.  |
|                              | 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, may, for convenience, be collectively or individually referred to as “Olympic properties”. All rights to any and all 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. |
| <b>Bye-Law to Rules 7-14</b> | 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   | <b>Musical works:</b><br>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.   |
| <b>Rule 27</b>               | 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 be eligible for participation in the Olympic Games a competitor, coach, trainer or other team official must comply with the Olympic Charter including the conditions of eligibility established by the IOC, as well as with the rules of the IF concerned as approved by the IOC, and the competitor, coach, trainer or other team official must be entered by his NOC. The above-noted persons must:
- respect the spirit of fair play and non-violence, and behave accordingly; and
  - respect and comply in all respects with the World Anti-Doping Code.
- Bye-Law to Rule 40** 3 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.
- 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 sign an entry form as prescribed by the IOC Executive Board.
  - 7 The relevant NOC shall also sign 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 sign such entry form on its behalf, with the approval of the relevant IF.

- 8 No entry shall be valid unless the above provisions have been observed.
- 9 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 The IOC Executive Board determines the principles and conditions under which any form of advertising or other publicity may be authorised.
- 2 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 sporting grounds.
- 3 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 the athletes or 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.
- 1.1 The identification of the manufacturer shall not appear more than once per item of clothing and equipment.
- 1.2 Equipment: any manufacturer's identification that is greater than 10% of the surface area of the equipment that is exposed during competition shall be deemed to be marked conspicuously. However, there shall be no manufacturer's identification greater than 60cm<sup>2</sup>.
- 1.3 Headgear (e.g. hats, helmets, sunglasses, goggles) and gloves: any manufacturer's identification over 6cm<sup>2</sup> shall be deemed to be marked conspicuously.
- 1.4 Clothing (e.g. T-shirts, shorts, sweat tops and sweat pants): any manufacturer's identification which is greater than 20cm<sup>2</sup> shall be deemed to be marked conspicuously.
- 1.5 Shoes: it is acceptable that there appear the normal distinctive design pattern of the manufacturer. The manufacturer's name and/or logo may also appear, up to a maximum of 6cm<sup>2</sup>, either as part of the normal distinctive design pattern or independent of the normal distinctive design pattern.

- 1.6 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 participants and all other persons accredited at the Olympic Games and all other persons or parties concerned shall comply with the manuals, guides 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, medals and diplomas 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).

## SCHEDULE 4

### OLYMPIC INSIGNIA PROTECTION ACT

This legislation passed in 1987 by the Commonwealth Parliament applies throughout Australia.

Under this Act, copyright is deemed to exist in the Olympic Symbol with the AOC being the owner of that copyright. In addition, the AOC has registered Olympic-related designs under the Act. These registered designs, together with the Olympic Symbol, are known as Protected Designs and the AOC has a monopoly over them. This monopoly is not limited to each design, but extends to all fraudulent or obvious imitations of each design.

The registered designs include the AOC's marketing logo, which consists of the Australian flag and the Olympic Symbol, the AOC's mascot, known as "Willy", the words "citius, altius, fortius" (and their English translation) and the Torch and Flame design.

It is a breach of the AOC's monopoly in each of the Protected Designs to:

- (1) apply the design to any article;
- (2) import into Australia for sale or for the purposes of trade or business any article to which the design has been applied; and
- (3) sell or offer or keep for sale any article to which the design has been applied;

without the licence of the AOC.

The AOC's rights under this Act are expressly stated to be in addition to its rights under the Competition and Consumer Act for misleading and deceptive conduct, particularly relating to misleading representations concerning sponsorship and approval or, and affiliation with, the AOC.

The Federal Government acknowledges the vital role played by the AOC in preparing Australian athletes for international competition. In support of that role, the Government recently passed amendments to the Act which further strengthen the AOC's ability to raise sponsorship funding by extending the protection available to it under the Act. Under the amendments to the Act, commercial use, for the purposes of promotion or advertising in relation to specific bodies and events, of the words 'Olympic', 'Olympic Games' and 'Olympiad' (the Olympic words) are prohibited without the license of the AOC.

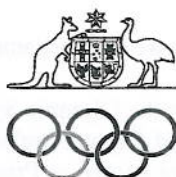
Athletes or their sponsors seeking to use any Olympic words or designs should make written application to the AOC. All commercial use must be licensed by the AOC, however exemptions will be provided to protect pre-existing rights to the use of the words, and to allow their unrestricted use for the purposes of criticism, review and the provision of information (including factual reporting in the media). For example, athletes will be permitted to refer to themselves as 'Olympians' where it is factually correct.

'Commercial use' means use for a Commercial Purpose where that use would suggest an association or sponsorship arrangement with any or all of:

- (i) the AOC or the IOC;
- (ii) any Summer or Winter Olympic Games or the Organising Committee of such Games; or
- (iii) any Australian Olympic Team or section thereof.



## SCHEDULE 5



## AUSTRALIAN OLYMPIC COMMITTEE INC

ABN 33 052 258 241

Registered Number A0004778J

**MEDIA GUIDELINES  
(INCLUDING USE OF SOCIAL MEDIA)**
**2014 Australian Olympic Winter Team**

1. Each Team member, whether an athlete or official, is reminded that they have agreed, as a condition of their participation in the Olympic Games, to be filmed, televised, photographed and otherwise recorded during the 2014 Olympic Winter Games (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, the following:

- |                           |          |  |
|---------------------------|----------|--|
| <b>Bye-Law to Rule 40</b> | <b>3</b> | <i>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.</i>  |
|                           | <b>4</b> | <i>The entry or participation of a competitor in the Olympic Games shall not be conditional on any financial consideration.</i>  |
| <b>Bye-Law to Rule 48</b> | <b>3</b> | <i>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.</i>  |
| <b>Rule 50</b>            | <b>2</b> | <i>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.</i>  |
|                           | <b>3</b> | <i>No kind of demonstration or political, religious or racial propaganda is permitted in any Olympic sites, venues or other areas.</i>   |
| <b>Bye-Law to Rule 50</b> | <b>1</b> | <i>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 the athletes or 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.</i> |

2. The Chef de Mission is the spokesman 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 he may authorise other officials of the Team to be spokespersons at Team media conferences, to post statements and on other occasions on matters within their particular Team responsibilities.
3. 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 the Team Membership Agreement (reproduced below) and are inspired by full compliance with the Olympic Charter. They must also follow any guidelines adopted as supplemental to these Guidelines.
4. In relation to any use of social media during the Games Period, Team members and AOC servants or agents must, without limitation, comply with the IOC's Social Media, Blogging and Internet Guidelines which are adopted as a supplement to these Guidelines and are attached below. Any amendments to the IOC's Social Media, Blogging and Internet Guidelines will be adopted at the discretion of the AOC and posted on the AOC website.
5. In giving any interviews or engaging in any social media activities (including posting, blogging or tweeting on any social media platform) 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.
6. The AOC relies on the common sense of all Team members and AOC servants or agents in showing respect in interviews and in social media activities for the dignity of all fellow Team members, AOC servants or agents, and all athletes competing in the Games including those of the host country.
7. Comments made in social media activities should be a factual account of the Team member's or AOC servant's or agent's own, personal experience. They must not be offensive, inappropriate, defamatory, misleading, deceptive or otherwise illegal.
8. Each Team member and AOC servant or agent is at liberty to accept or decline to be interviewed by the media.
9. 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 as 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.
10. 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.
11. The IOC has granted exclusive Australian television rights to the Nine Network and Foxtel. The IOC has also granted exclusive Australian radio broadcast rights to the Nine Network and its sub-licensees. These organizations are known as 'rights holders'.
12. Only rights holders may broadcast unrestricted sound and/or images of Olympic events, including sporting action, Opening and Closing and medal ceremonies or other activities which occur on Olympic Venues, including the Games Accommodation.
13. On the recommendation of the AOC, made 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.
14. Subject to 8 above:-
  - (a) the representatives of rights holders may interview Team members and AOC servants or agents within the Olympic venues including at official Team media conferences in the Main Press Centre (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 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 such 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.
15. 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.
  16. 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 bona fide news organisations will only be able to broadcast Olympic material on the Internet within Australia only, 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.
  17. Should any non-rights holder encourage or assist any Team member and AOC servant or agent to breach these Media Guidelines, the AOC may withdraw access by its representatives to the Team and Team members.
  18. It is anticipated that most Team media conferences will be conducted at the MPC involving 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.
  19. 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. Mobile telephones and cameras should be used within Olympic venues only for private purposes.
  20. Team members and AOC servants or agents are not permitted to use any intellectual property of the AOC on any post, blog, tweet, website or otherwise on any social media platform, without the express prior written approval of the AOC. For the avoidance of doubt, Team members and AOC servants or agents are not permitted to use any marks, indicia or logos of the AOC on any post, blog, tweet or website.
  21. 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.
  22. 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.
  23. 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.
  24. Team members and AOC servants or agents should ask family and friends to seek their permission prior to uploading any photos or videos of them on any social media platform during the Games Period.
  25. The AOC assumes no legal liability for anything posted on a social media site by any Team member or AOC servant or agent other than the Chef de Mission or his designated spokesperson, or by any third party.
  26. 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 applicable Team Membership Agreement. In addition to any disciplinary procedures set out in the applicable

Team Membership Agreement, the AOC reserves the right to take any measure(s) it sees fit with respect to such breach, including issuing, or requiring the Team member or AOC servant or agent to issue, a corrective or other statement relating to the matter.

27. 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 applicable Team Membership Agreement.
28. These are guidelines only and may be supplemented or amended or varied by the AOC or the Chef de Mission at any time in their absolute discretion.

#### A.S.P.I.R.E. VALUES

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

- (7) **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.*
- (8) **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.*
- (9) **Pride** – *Pride drives me when the temptation is to settle for something less. I am proud to have been chosen to represent our country.*
- (10) **Individual responsibility** – *I alone am responsible for my performance but I will be generous in acknowledging the support of others.*
- (11) **Respect** – *I respect sport, the efforts of my competitors, my team mates and officials. I respect Australia, our Olympic past and the spirit of Olympism.*
- (12) **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.*

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

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

**JOHN D COATES**  
President

**ADOPTED** 18 August 2011  
**EFFECTIVE** immediately

