

CODE OF CONDUCT FOR TEAM MEMBERS AND SQUAD MEMBERS

1. Definitions & Interpretation

In this Code, the following words have the respective meanings:

“AA” means Athletics Australia

“The AA Sponsor” means any sponsor of or supplier to Athletics Australia

“Athlete” means a Team Member or Squad Member

“Athlete Sponsor” means any sponsor of or supplier to an Athlete

“Authorised Officer” means any person appointed by AA or the Team or Squad Leader to assist with the leadership, management or administration of any Team or Squad Camp or Activity

“Commercial Purpose” means advertising, promotion, marketing or endorsement of goods, services of any third party by any means or media, including the Internet

“Competition” means any competition or series of competitions for which the Team Member is selected or appointed by AA.

“Image” means:

- (a) a photograph or other representation of the image of the person and whether two or three dimensional;
- (b) a caricature of the person;
- (c) an original or copy signature of the person;
- (d) the voice of the person;
- (e) the name of the person;
- (f) the trademark of the person;
- (g) the sports performances of the person;
- (h) a quotation attributed to the person; or any combination of two or more of the above.

“Internet” means the world-wide network of Transmission Control Protocol/Internet Protocol-based networks, including without limitation servers running applications such as the World Wide Web, e-mail, blogs, Facebook, social media, chat, File Transfer Protocol and Gopher. For the purpose of this Code of Conduct, it also means any other form or medium for the digital transmission of images, sound and data, including broadband and interactive television, Wireless Application Protocol and Systems Management Servers.

“Specialised Equipment” means the footwear, apparel and equipment desired to be used or worn by Team Members other than Team Uniform or equipment supplied by AA.

“Squad Assembly” means the official gathering of the Squad for a Squad Camp or Activity as determined by the Squad Leader. In the absence of any specific determination, where the Squad is travelling as part of a co-ordinated travel plan, this shall be the point or points of departure for each Squad Member for travel to the Squad Camp or Activity or in other circumstances, at the time of Village entry or where there is no Village, at the location of the Squad Camp or Activity.

“Squad Camp or Activity” means any squad camp or activity of any nature for which the Squad Member is selected or appointed by AA.

“Squad Member” means any person selected by AA as a member of a Squad for a Squad camp or Activity, whether as an athlete, coach, official or support staff and includes an Authorised Officer and any accredited personal coach of an athlete.

“Squad Membership Period” means in respect of general obligations under this Code, the period from the selection of the Squad Member in the Squad until the expiration of membership for any reason and specifically for the avoidance of any doubt, in respect of any Squad Camp or Activity from the time of Squad Assembly until the time of Squad Release.

“Squad Release” means the individual or group release of Squad Members as determined by the Squad Leader. In the absence of any specific determination, where the Squad is travelling as part of a co-ordinated travel plan, this shall be the point or points of arrival for each Squad Member in their home or otherwise determined travel port for travel from the Squad Camp or Activity, or in other circumstances, at the time of Village exit or where there is no Village, from the location of the Squad Camp or Activity.

“Team” means a team selected by AA to represent Australia or AA at any Competition.

“Team Assembly” means the official gathering of the Team as determined by the Team Leader. In the absence of any specific determination, where the Team is travelling as part of a co-ordinated travel plan, this shall be the point or points of departure for each Team Member for travel to the Competition or a pre-Competition Camp or in other circumstances, at the time of Village entry.

“Team Leader” and “Squad Leader” means any person appointed by AA whose role is the leadership, management or administration of the Team or Squad.

“Team Member” means any person selected by AA as a member of the Team, whether as an athlete, coach, official or support staff and includes an Authorised Officer and any accredited coach of an Athlete for the Competition.

“Team Membership Period” means from the time of Team Assembly until the time of Team Release

“Team Release” means the individual or group release of Team Members as determined by the Team Leader. In the absence of any specific determination, where the Team is travelling as part of a co-ordinated travel plan, this shall be the point or points of arrival for each Team Member in their home or otherwise determined travel port for travel from the Competition, or in other circumstances, at the time of Village exit.

“Team Sponsor” or “Squad Sponsor” means any sponsor or supplier designated by AA to be an official sponsor of or supplier to the Team or the Squad

“Team Uniform” or “Squad Uniform” means ceremonial, formal and casual apparel, competition sportswear and equipment supplied by AA for use at the Competition or in any Squad Camp or Activity.

“Village” means the place or places of accommodation used for a Competition, Camp or Squad Activity

2. Application of this Code of Conduct

2.1 This Code of Conduct applies to:

- 2.1.1 Team Members during the Team Membership Period;
- 2.1.2 Team Members with respect to this Policy at any time in relation to their membership of the Team;
- 2.1.3 Squad Members during the Squad Camp or Activity period; and
- 2.1.4 Squad Members with respect to this Policy at any time in relation to their membership of the Squad;
- 2.1.5 the heirs, executors, assigns and personal representatives of Team Members or Squad Members.

2.2 The following sanctions, in addition to others deemed appropriate, may be applied in the event of any breach of this Code of Conduct by a Team or Squad Member:

- 2.2.1 membership of the Team or Squad may be terminated;
- 2.2.2 a Team Member may be required to leave the Competition;
- 2.2.3 a Squad Member may be required to leave a Squad Camp or Activity
- 2.2.4 a Team Member may be excluded from competing at the Competition or any part or parts thereof;
- 2.2.5 a Squad Member may be excluded from participating in a Squad Camp or Activity or any part or parts thereof;
- 2.2.6 a Team Member or Squad Member may be considered ineligible for membership in future Teams or Squads;
- 2.2.7 a Team Member or Squad Member may be deemed ineligible or disqualified from participating in any event or competition conducted under the control or auspices of AA for such period as deemed appropriate; and/or
- 2.2.8 a Team Member or Squad member may have financial penalties imposed in respect of grants and funding received from AA, including the repayment of all financial assistance given to the Team Member by AA as the Board deems appropriate.

3. Obligations – General Conduct

During the Team Membership or Squad Membership Period, Team Members and Squad Members are required to:

- 3.1 respect the spirit of fair play and non-violence; the talents, rights and privacy of fellow Team Members and Squad Members; contribute to a safe sporting environment and respectful culture which is accepting of individual differences; and to behave accordingly;
- 3.2 conduct themselves so as to obtain and maintain their best possible physical condition and state of mental preparedness to perform to the best of their ability at the Competition or Squad Camp or Activity, to be honest concerning illness, injury and ability to train and participate, and to carry out their duties to the Team or the Squad and to AA to the best of their ability;
- 3.3 observe and comply with all reasonable directions of AA, the Team Leader or Squad Leader or any Authorised Officer, which directions may include the imposition of curfews, proper attire for meals and any official functions or activities and restrictions on accessing the rooms of other Team Members and Squad Members;

- 3.4 conduct themselves in a proper and professional manner (including but not limited to, in relation to personal behaviour, ethical standards, language, manner and temper) to ensure Team or Squad harmony and so as, in the opinion of the Team Leader or Squad Leader and AA, to not bring themselves, AA, the Team, the Squad or the sport of athletics into public disrepute or censure;
- 3.5 comply with the following in relation to the consumption of alcohol, in respect of any Team or Squad Camp or Activity, which is confined to athletes under a specified age:
- 3.5.1 Team Members or Squad Members who are athletes must not consume alcohol under any circumstances;
- 3.5.2 for all other Team Members or Squad Members the consumption of alcohol must comply with any specific guidelines set for the particular Team or Squad Camp or Activity, and if permitted shall:
- be in accordance with local laws and customs
 - not detract from their contribution to or performance at the Competition or Squad Camp or Activity
 - not adversely affect their behaviour; and
 - not cause inconvenience or offence to others
- 3.6 comply with the following in relation to the consumption of alcohol, in respect of any other Team or Squad Camp or Activity:
- 3.6.1 Team Members or Squad Members who are under 18 years of age must not consume alcohol under any circumstances;
- 3.6.2 for all other Team Members or Squad Members the consumption of alcohol must comply with any specific guidelines set for the particular Team or Squad Camp or Activity, and if permitted shall:
- be in accordance with local laws and customs
 - not detract from their contribution to or performance at the Competition or Squad Camp or Activity
 - not adversely affect their behaviour; and
 - not cause inconvenience or offence to others
- 3.7 comply with the terms and conditions of any additional team membership agreement and any specific guidelines set in respect of any Team or Squad Camp or Activity and all applicable By-Laws and Policies of AA as adopted from time to time;

- 3.8 at all times act courteously to the public and observe all local customs and laws and behave in a manner that will not cause offence to others;
- 3.9 be polite and courteous when being interviewed by the media or when making comment in social media, including email, blogs and Facebook, and be honest in their answers, and not to make any comments that criticise or disparage the performance or contribution of another Team Member or Squad Member or AA or otherwise make comments that are likely to bring themselves, AA, the Team, the Squad or the sport of athletics into public disrepute or censure;
- 3.10 wear throughout the Competition or Squad Camp or Activity, the Team Uniform or Squad Uniform and use the equipment supplied to them as a member of the Team or Squad. The Team Sponsor and Squad Sponsor's marks on Team Uniform or Squad Uniform must not be obscured or damaged. The requirement to wear Team Uniform does not apply to Specialised Equipment as mutually agreed; and
- 3.11 abide by any conditions or protocols relating to behaviour imposed upon the Team Member or Squad member by a Member Association of Athletics Australia or State or Territory Institute or Academy of Sport.

3A. Obligations – ASADA e-learning modules

It is a condition of Team Membership or Squad Membership that Team Members and Squad Members are required to have completed the ASADA e-learning modules which can found on the ASADA website <http://www.asada.gov.au/education/> as set out below:

- (a) all athletes who are selected in a national senior or under 20 team must complete both of the above ASADA e-learning modules, with level 2 repeated annually;
- (b) all athletes who are selected in the national under 19 or under 17 squads or in a national youth team must complete at least the level 1 ASADA e-learning module;
- (c) all coaches who are employed or contracted by AA either directly or indirectly by AA and all personal coaches of athletes under sub-clauses (a) and (b) above must complete both of the above ASADA e-learning modules, with level 2 repeated annually;
- (d) as from 1 December 2013 each staff member or ongoing contractor or consultant of AA or any of its Member Associations, must complete at least the level 1 ASADA Level A e-learning module;

- (e) as from 1 January 2014 each team official appointed by AA to any national team or other staff member, consultant, contractor or person in any way appointed or otherwise engaged to assist in the administration or presentation of any AA program or activity must have completed at least the level 1 ASADA Level A e-learning module prior to engaging in any such activity after that date. If requested to do so by AA, any such person must also complete, or repeat the level 2 module.

Failure to comply will result in non-appointment to or suspension from involvement in the team, program or activity and may if not addressed immediately involve removal therefrom. Further sanctions or penalties may be provided for in individual contracts or agreements or within AA's constitutional documents.

4. Obligations – Medical

Athletes:

- 4.1 will participate in medical assessments at such time and place as reasonably determined by AA and consent to their athletics related medical consultations and records being recorded in the Athletics Australia medical database "Fairplay";
- 4.2 will provide the medical practitioner conducting an assessment with their complete medical history including details of all drugs and other substances used by or administered to them in the previous 6 months and any information that may be relevant to obtaining a Therapeutic Use Exemption (TUE) under any applicable anti-doping policy;
- 4.3 agree to undergo any medical testing as may be reasonably required by AA, the Team Leader, Squad Leader or any other Authorised Officer, including, but not limited to giving blood samples for analysis. Such analysis may include testing for human immunodeficiency virus (HIV) with the result of any such analysis being subject to doctor/patient privilege and confidentiality;
- 4.4 agree to provide to AA and/or any Authorised Officer, details of any known medical or psychological condition or issue that may be, or become, relevant to the Team member or Squad Member's participation in the Team or the Squad Camp or Activity; and
- 4.5 consent in the case of a medical emergency to AA and/or any Authorised Officer obtaining such medical assistance as deemed appropriate and necessary and agree to cover the cost of medical expenses so incurred.

5. Obligations – Athlete Sponsors

- 5.1 Athletes will not consent to their person or Image being used for a Commercial Purpose involving activities which:
- 5.1.1 breach any State or Federal Government Law;
 - 5.1.2 use the trademarks and other indicia and images of and associated with AA and/or the Team or Squad Camp or Activity;
 - 5.1.3 represent that the Athlete Sponsor has the approval of or is affiliated with the Competition, AA or the Team or Squad Camp or Activity ; or
 - 5.1.4 bring the Athlete, AA, the Team, the Squad, the Competition, the Squad Camp or Activity, The Team Sponsor, the Squad Sponsor or any member of the Team or squad into public disrepute or censure.
- 5.2 During the Team Membership Period or Squad Membership Period, Team Members or Squad Members will not promote, or allow their person or Image to be used for any Commercial Purpose that is in competition with a Sponsor of AA or a Team Sponsor or a Squad Sponsor without the prior written consent of AA.
- 5.3 In relation to Specialised Equipment, during the Team Membership Period, Team Members will not promote or advertise their Specialised Equipment by any representation or reference to their membership of the Team, or permit, condone or authorise any such promotion or advertisement without the prior written consent of AA.

6. Obligations – AA's Marketing

- 6.1 Athletes acknowledge that AA's Sponsors and any Team Sponsor or Squad Sponsor contribute to the development of athletes and the sport of athletics and help to fund the cost of Teams and Squads and in return for this support require commitments from AA on behalf of Team Members and/or Squad Members. Team Members or Squad Members will;
- 6.1.1 assist and co-operate with AA's Sponsors and any Team Sponsor or Squad Sponsor to enable the Team Sponsor or Squad Sponsor to maximise the promotional benefits from their sponsorship of or supply of goods or services to AA and the Team and/or Squad;
 - 6.1.2 comply with all reasonable directions of AA or its authorised nominees in assisting AA's Sponsors and any Team Sponsor or Squad Sponsor, including, but without limitation, ensuring that any logos of the Team Sponsor or Squad Sponsor receive the widest possible exposure; and
 - 6.1.3 provide all reasonable assistance to AA in its fundraising activities.

- 6.2 A conflict between an Athlete Sponsor and any or all of the Team Sponsors or Squad Sponsors will not prevent a Team Member or Squad Member and/or their Image being used in AA's Sponsor's or the Team Sponsor or Squad Sponsor's advertising, promotion or marketing activities, including historical records, in any media forum, including the Internet, provided that such use of the Team Member or Squad Member and/or their Image is limited to being part of the Team or Squad as a whole whether before, during or after the Competition or Squad Camp or Activity. Where an Athlete Sponsor competes with any of a Team Sponsor or Squad Sponsor, AA will act reasonably, but without limiting the obligations under this Code and which it has to its sponsors.
- 6.3 To assist AA, the Team Member or Squad Member will not:
- 6.3.1 cover up and attempt to conceal any logos of any Team Sponsor or Squad Sponsor during the Team Membership Period or any Squad Membership Period; or
 - 6.3.2 use, wear or permit to be used or worn any or all of the Team Uniform or Squad Uniform for any Commercial Purpose without the prior written permission of AA;
 - 6.3.3 behave in a manner which may harm the good reputation of AA, the Team, the Squad and any future Team or Squad whilst wearing or using any or all of the Team Uniform or Squad Uniform; and
 - 6.3.4 sell, give away or part with any or all of the Team Uniform or Squad Uniform without the prior consent of the Team Leader, Squad Leader or AA. This permission may be given on such terms as the Team Leader, the Squad Leader or AA may in their absolute discretion determine.
- 6.4 In the event of any breach of this Policy, the Team Member or Squad Member concerned will immediately deliver up all of the Team Uniform or Squad Uniform to the Team Leader, the Squad leader or AA at their request.

7. Obligations – Specialised Equipment For Team Members

- 7.1 As at the date of this Code of Conduct, AA has determined that for Team Members, all competition footwear, sunglasses and vaulting poles are Specialised Equipment for the purposes of this Policy.
- 7.2 Any other clothing or equipment that Team Members wish to wear or use in competition must receive the Team Leader's or AA's written approval on a case by case basis.

7.3 All Specialised Equipment (with the exception of vaulting poles) must conform to the “look and design” of the Team unless otherwise approved by the Team Leader or AA.

7.4 Each Team Member wishing to wear or use Specialised Equipment is responsible for the cost of supplying the same.

8. Obligations – Gambling - Team Members

8.1 Team Members will not appear in, participate in or permit their Image to be used for or in connection with the endorsement, promotion or marketing of any betting or gambling agency that relates to the Competition.

8.2 Team Members will not participate or assist in any gambling or betting activities associated with the staging of, or any performances at the Competition. Specifically, Team Members will not bet or gamble on any event in which they compete or on which they have obtained information that is not publicly available.

9. Breach of Code of Conduct

9.1 Any alleged breach of this policy by a Team Member or Squad Member occurring during a Team Membership Period or Squad Membership Period may, notwithstanding the provisions of the AA By-laws, be determined by the Team Leader or Squad Leader, whose decision as to whether a breach of the policy has occurred and the sanction that is to be imposed for the breach will be final and binding provided that the maximum sanction or sanctions that the Team Leader or Squad Leader may impose is within clauses 2.2.1 to 2.2.5 inclusive and further provided that in the event of a sanction of removal from the Team or Squad, the breach shall be referred by the CEO to the Board for determination as to whether any other sanctions should be imposed (as set out in 9.3 below).

9.2 Any other alleged breach of this Policy as well as any alleged breaches occurring during a Team Membership Period and Squad Membership Period and not determined by the Team Leader or Squad Leader, will be dealt with by the CEO in accordance with the AA By-Laws.

9.3 If a breach of this Policy is found to have occurred then any sanction under 2.2 may be imposed. The Team Member or Squad Member will be given the opportunity in accordance with the AA By-laws to provide a written explanation of the alleged behaviour and be given an opportunity to make submissions in writing as to penalty if an allegation is found proved.

10. Acknowledgement of Code of Conduct

10.1 Each Team Member or Squad shall be required to sign a copy of this Code of Conduct by no later than the date set by each Team Leader or Squad Leader as a pre-condition for entry to the Village and/or entry to the Competition or Squad Camp or Activity.

10.2 By signing this Code of Conduct each Team Member or Squad Member acknowledges that he or she is bound by this Code of Conduct and any specific guidelines issued for the particular Team or Squad, at any time and in any form, either in writing or verbally, by AA, Team Leader, Squad Leader or Authorised Officer.

10.3 The parent or guardian of a Team Member or Squad Member under the age of 18 years as at the date of execution by the Team Member or Squad Member shall also be required to sign a copy of this Code of Conduct.

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Signed by Guardian

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Signed by Team Member

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Print name of Guardian

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Print name of Team Member

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Date

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Date