



AUSTRALIAN OLYMPIC COMMITTEE
ABN 33 052 258 241
Registered Number A0004778J

2010 AUSTRALIAN OLYMPIC WINTER TEAM
MEMBERSHIP AGREEMENT - ATHLETES

.....
(Name of Athlete)

.....
(Sport)

Your selection to participate in the 2010 Olympic Winter Games as a member of the 2010 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 2010 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 Inc
Level 3
1 Atchison Street
ST LEONARDS NSW 2065**

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1. Membership

I acknowledge that membership of the 2010 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 2010 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 2010;
- (b) clauses 4.1(12), 4.1(14) and 13.2 of this Agreement will continue until 31 March 2010;
- (c) clauses 4.1(1), 4.3, 4.4(3), 9.1(4), 13.2(3), 13.2(4), 13.2(5), 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) funding of \$1,000 payable upon 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 terms and conditions of which are available from the Director of Sport on request and are summarised in Schedule 1;
- (e) the services of coaches and other support at the Games;
- (f) administrative support to facilitate participation in events at the Games including accreditation and access to training venues;

- (g) public relations and media advice;
- (h) tickets to events at the Games as made available to athletes by the IOC;
- (i) Team Uniform, training and competition apparel and equipment (including insurance and maintenance as appropriate) and other items of clothing;
- (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 2010 Olympic Winter Games in Vancouver (1 April 2006 to 31 March 2010) as adopted by the AOC from time to time and available on the AOC website (olympics.com.au). A summary of the AOC Funding programs adopted at the time of this Agreement are set out in clauses 3.3 and 3.4.

3.3 I acknowledge that as part of the preparation of the 2010 Australian Olympic Winter Team, the AOC has also provided AOC Funding to National Federations (NFs) towards their costs of international competition in the sum of \$3,000 per athlete and official for 2006/07, 2007/08, 2008/09 and 2009/10. This AOC Funding will be based on the Teams which, or number of athletes who, are likely to be selected for membership of the 2010 Australian Olympic Winter Team.

3.4 I acknowledge that athletes and their coaches who won medals at the 2006 Olympic Winter Games or win medals in 2006/07, 2007/08 or 2008/09 at World Championships or World Cup events (including 4th placegetters in 2007/08 and 2008/09) or other major international events of a comparable standard (agreed in advance by the AOC as “benchmark events”) will be considered for AOC Funding the following year in the below amounts:

ATHLETES				
	<i>Gold</i>	<i>Silver</i>	<i>Bronze</i>	<i>4th</i>
2006/07	\$15,000	\$10,000	\$7,500	
2007/08	\$20,000	\$13,400	\$10,000	
2008/09	\$20,000	\$13,400	\$10,000	\$6,700
2009/10	\$20,000	\$13,400	\$10,000	\$6,700

COACHES				
	<i>Gold</i>	<i>Silver</i>	<i>Bronze</i>	<i>4th</i>
2006/07	\$3,750	\$2,500	\$1,875	
2007/08	\$5,000	\$3,350	\$2,500	
2008/09	\$5,000	\$3,350	\$2,500	\$1,675
2009/10	\$5,000	\$3,350	\$2,500	\$1,675

- 3.5 I acknowledge that AOC Funding has been provided to the Olympic Winter Institute of Australia (OWIA) in the amounts \$750,000 p.a. in 2006/07 and 2007/08 and \$1,000,000 p.a. in 2008/09 and 2009/10. This funding is designed to develop and prepare elite Australian athletes for selection to the 2010 Australian Olympic Winter Team by contributing to the management of programs for elite athletes in Alpine and Freestyle Skiing – Aerials, Moguls & Ski Cross, Snowboard, Figure Skating, Skeleton (Women) and Short Track Speed Skating disciplines.

4. My Obligations

4.1 As a member of the Team, I shall as at and from the date of my selection:

- (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), which brings or would have the tendency to bring me or my sport into disrepute or censure, or which would 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 in the best interests of the Australian Olympic Winter Team;
- (5) not at any time be convicted of, or charged with, any serious offence involving alcohol or drugs, or any sex offence, 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 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 will negotiate with Australia Post to pay each Australian gold medalist at the Games an amount 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 any amount paid will be divided equally between the team members. My obligation under this clause continues until 31 March 2010;
 - (14) have complied 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) continuing 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) 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;
 - (17) 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;
 - (18) 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;
 - (19) 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 I agree that:
- (1) the AOC may collect personal information from me or about me from third parties including the IOC, WADA, ASADA, CrimTrac, the Australian Institute of Sport, my State Institute or Academy of Sport, my NF, coach, manager, agent, consultant or advisor. 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) if the IOC, WADA, ASADA, CrimTrac, 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, health, medical or biological information including DNA to any of them;

- (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 If I breach any one of the obligations in Clause 4, I agree that the AOC in its sole and absolute discretion (or, during the Games Period, the Chef de Mission in his sole and absolute discretion) may terminate my membership of the Team or apply such other disciplinary sanction as the case may be (and during the Games Period that I may be subject to the disciplinary procedures provided in clause 6 of this Agreement).

5. Olympic Charter & Olympic Legislation

5.1 It is a requirement of the IOC that all participants in the Games comply with the Olympic Charter as in force during the Games, including Rule 41(3) for which the period applicable is the period starting from and including nine days prior to the Opening Ceremony and ending on the end of the third day after the Closing Ceremony, i.e. 4 February until 3 March 2010,. Relevant clauses and By-Laws of the Olympic Charter as at the date of this Agreement are set out in Schedule 3.

5.2 By the Olympic Charter, the Olympic 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.

5.3 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.

5.4 I will comply with this legislation in addition to the law which will also apply to this Agreement and my activities generally whether in Australia or in any other part of the world. 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.

6. Disciplinary Procedures

6.1 I acknowledge that during the Games Period the standard of my behaviour will be assessed by the Chef de Mission, Chief Operating Officer and/or Village Manager in light of the following values developed by the AOC's Athletes' Commission and known by the acronym A.S.P.I.R.E.:

- (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.

6.2 I acknowledge that:

- (1) where a Village Manager or the Chief Operating Officer receives a complaint about my behaviour, or believes on other grounds that I may have breached this Agreement, the Chief Operating Officer will investigate the matter and report all information to the Chef de Mission;
- (2) the Chief Operating Officer has the authority to determine the sanction to be applied to me for a breach of the required standard of behaviour, except where the Chief Operating Officer believes that a sanction under (4) should apply. Each complaint will be dealt with on a case by case basis;
- (3) where the recommendation of the Chief Operating Officer is that a sanction under (4) should apply, I will be provided with a written notice specifying the nature of the alleged breach. I agree that I will honestly and fully disclose all relevant information to the Chef de Mission concerning the alleged breach and provide a response to the alleged breach within such time period as the Chef de Mission considers in his sole and absolute discretion reasonable;
- (4) the Chef de Mission may, in his sole and absolute discretion, apply one or more of the following sanctions for a breach of the required standard of behaviour arising during the Games Period:
 - (a) terminate my membership of the Team;
 - (b) require me to leave the Games and Games Accommodation;
 - (c) exclude me from competition at the Games;
 - (d) cancel or impound my Games identity card or accreditation;
 - (e) require me to take or not to take such action as deemed appropriate by the Chef de Mission; or
 - (f) impose financial penalties in respect of AOC financial or other support provided to me.

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 6 will apply.

8. Doping Requirements and Use of Drugs

- 8.1 I agree:
- (1) to comply with the AOC Anti-Doping By-Law (annexed at Schedule 6) 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 that R44.4 of the Code of Sports-Related Arbitration will not apply 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. 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.

11. 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 gambling or betting 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.

12. Media Requirements

12.1 I will comply with and be bound by the Media Guidelines in force and 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 and supplemented by the AOC Blogging Guidelines and AOC Guidelines on the Interpretation of Rule 51.3 is at Schedule 5 to this Agreement. I acknowledge that the Media Guidelines may be further supplemented, amended or varied in the future by the AOC or the Chef de Mission.

12.2 Nothing in the above clause 12.1 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.

13. Marketing and Sponsorship

13.1 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.

13.2 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;
- (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.

13.3 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.

14. Team Uniform and Specialised Equipment

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

14.2 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, give away or part with 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.

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.

Should I breach the above conditions, I will immediately deliver up all of the Team Uniform to the AOC at its request.

14.3 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.

14.4 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.

14.5 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.

14.6 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.

14.7 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.

14.8 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.

15. Insurance

- 15.1 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.
- 15.2 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.
- 15.3 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.

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 section 38 of the Commercial Arbitration Act, 1984 (NSW) or equivalent in any of the Australian states or territories or to apply for the determination of a question of law under section 39(1)(a) of such Act or equivalent in any of the Australian states or territories.
- 18.4 The sole grounds of dispute concerning a decision or other act or omission relating to this Agreement by the AOC, the President or the Chef de Mission are that it:
- (1) was affected by actual bias;
 - (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:
AOC Blogging Guidelines;
AOC Guidelines on the Interpretation of Rule 51.3;
- (6) AOC Anti-Doping By-Law;

Documents available 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 2010 Olympic Winter Games in Vancouver (1 April 2006 to 31 March 2010) (available on olympics.com.au);

- (5) Olympic Charter (full text) (available on olympics.com.au or olympic.org);
- (6) IOC Internet Guidelines (available on olympics.com.au or olympic.org);
- (7) IOC Blogging Guidelines (available on olympics.com.au or olympic.org);
- (8) IOC Code of Ethics (available on olympics.com.au or olympic.org); and
- (9) 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 25.
- 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)
- “AOC Anti-Doping By-Law”** means the AOC Anti-Doping By-Law in force and as amended from time to time which is annexed at Schedule 6 and is available on the AOC website (olympics.com.au)
- “AOC Blogging Guidelines”** means the AOC Blogging 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)
- “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)
- “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)
- “AOC Guidelines on the Interpretation of Rule 51.3”** means the AOC Guidelines on the Interpretation of Rule 51.3 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)

“AOC Funding” and

“AOC 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 2010 Olympic Winter Games in Vancouver (1 April 2006 to 31 March 2010) as adopted by the AOC from time to time and available on the AOC website (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)

“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)

**“AOC’s servants
or agents”**

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.

“ASADA”

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

“Assistants”

- (a) Officials;
- (b) persons who are not members of the Team but who are members of the Support Group;
- (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
- (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.

“Chef de Mission”

means the Chef de Mission of the Team.

“Chief Operating Officer” means the person appointed by the AOC as the Chief Operating Officer of the Team

“Claims”

means actions, appeals, causes of action, disputes, proceedings, demands, claims or liability for claims.

“Commercial Purpose”

means advertising, promotion, marketing or endorsement of goods or services by any means or media, including the Internet.

- “CrimTrac”** means information obtained from a National criminal history record check with Australian, State and territory law enforcement agents to identify any relevant criminal history information subject to relevant spent convictions/non-disclosure legislation and/or information release policies.
- “Director of Sport”** means the AOC Director of Sport
- “Dispute”** means actions, appeals, causes of action, proceedings, demands, claims, liability for claims or disputes.
- “DNA”** means deoxyribonucleic acid and is the molecule that carries genetic information in all living systems.
- “Games”** means the 2010 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 the day after the closing ceremony of the Games except for the period prescribed by Rule 41(3) of the Olympic Charter which is the period starting from and including nine days prior to the Opening Ceremony and ending on the end of the third day after the Closing Ceremony, i.e. 4 February until 3 March 2010.
- “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.

- “Internet”** means the world-wide network of TCP/IP-based networks, including without limitation servers running applications such as the World Wide Web, e-mail, chat lines, blogs, discussion forums, online diaries, File Transfer Protocol and browser based search engines. For the purpose of this Agreement, it also means any other form or medium for the digital transmission of images, sound and data, including broadband, WAP, SMS, interactive television, and other digital, social and interactive media.
- “IOC”** means the International Olympic Committee.
- “IOC Code of Ethics”** means the IOC Code of Ethics in force and as amended from time to time which is available and can be read on the IOC website (.olympic.org).
- “Loss”** means damages, compensation, costs, expenses or loss.
- “Marks”** means intellectual property and includes without limitation all identifying signs, indicia and logos.
- “Media Guidelines”** 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)
- “My Sponsors”** means all third parties who use or have the right to use or licence the use of my Image for a Commercial Purpose.
- “NF”** means the National Federation which is a member of the AOC and controls a branch of sport in Australia.
- “OCOG”** means the Organising Committee responsible for the organization and staging of the Olympic Winter Games. For the 2010 Olympic Winter Games this is known as VANOC.

“Official”	means the Chef de Mission, Chief Operating Officer, Village Manager, Team Media Director, Team Medical Director, coaches, conditioners, gear stewards, massage therapists, media liaison officers, main press centre personnel, medical practitioners, mechanics, meteorologists, nutritionists, physiotherapists, psychologists, sports scientists, technicians and other officials of the Team.
“Olympic Charter”	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).
“Olympic Insignia Protection Act”	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.
“Olympic Venue”	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 center, the international broadcasting center, the official interview area, the training and competition sites and the Games hotels.
“Olympic Village”	means the official accommodation facilities for Athletes and coaches participating in the Games provided by VANOC and known as the “Olympic Village”.
“OWIA”	means Olympic Winter Institute of Australia
“Reward”	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.
“Specialised Equipment”	means equipment designated as specialised equipment by the AOC pursuant to By-Law 2.3 to rules 28 and 29 of the Olympic Charter.
“Support Group”	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.
“Team”	means the 2010 Australian Olympic Winter Team.
“Team Media Director”	means the person appointed by the AOC as the Media Director for the Team.
“Team Medical Director”	means the person appointed by the AOC as the Medical Director for the Team.
“Team Sponsors”	means the sponsors, suppliers and licensees of the AOC and/or the Team.
“Team Uniform”	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.

- “Village Manager”** means the person appointed by the AOC to manage the respective Games Accommodation (Vancouver Olympic Village, Whistler Olympic Village or West Vancouver sub-site) during the Games Period.
- “WADA”** means the World Anti-Doping Agency being a Foundation constituted under the Swiss Civil Code in Lausanne on November 10, 1999 and any Agency contracted by WADA.
- “World Anti-Doping Code”** means the code in force and as amended from time to time issued by WADA, which is available and can be read on the AOC website (olympics.com.au).
- “Written Notice or “in writing”** 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.)

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 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 \$10,000
Loss of luggage, personal effects, travel documents, money and credit cards	Up to \$10,000 (\$5,000 any one item)
Travel cancellation/curtailment/additional expenses	Up to \$10,000
Kidnap and ransom	Up to \$500,000
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.
- “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:
- (a) when a person (“Discriminator”) treats or proposes to treat another person (“Aggrieved Person”) less favourably on the ground of the Aggrieved Person’s Disability, Race, Sexuality, marital status, 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, Sexuality, marital status, Religious Activity, Religious Belief or age; and

- (b) for the purposes of paragraph (a), circumstances in which the Discriminator treats or would treat the Aggrieved Person are not materially different because of the fact that different accommodation or services may be required by the Aggrieved Person as a result of the Aggrieved Person's Disability, Race, Sexuality, marital status, Religious 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;

and includes a disability that:

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

“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.

“Harassment”

means offensive, abusive, belittling, threatening or any unwelcome behaviour directed towards another person for any reason whatsoever.

**“Indirect
Discrimination”**

means where a person requires another person (“Aggrieved Person”) with the Disability, Race, Sexuality, marital status, Religious Activity, Religious Belief or age to comply with a requirement or condition:

- (a) with which a substantially higher proportion of persons without the Disability, Race, Sexuality, marital status, Religious Activity, Religious Belief or age comply or are able to comply;
- (b) which is not reasonable having regard to the circumstances of the case; and
- (c) with which the Aggrieved Person does not or is not able to comply.

“Official”

means all persons who:

- (a) administer, manage, coach, assist or are otherwise involved in sport and receive financial or other assistance from the AOC (other than as an Athlete); or
- (b) are selected by the AOC as a member of any Team.

“Race”

means a person’s racial makeup 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.

“Sexuality”

means a person’s gender or sexual orientation such as heterosexuality, homosexuality, bisexuality and transgender or trans-sexual.

“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 Winter Olympic Team, East Asian Team or other team selected by the AOC.

“Vilification”

means the act of inciting hatred, contempt or ridicule towards a person based on a person’s Disability, Race, Sexuality, marital status Religious Activity, Religious Belief or age.

- 1.2 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; and
- 1.3 Headings are for convenience only and do not affect the interpretation of this By-Law.
- 1.4 Reference to one gender includes each other gender.
- 1.5 The singular includes the plural and the plural includes the singular.
- 1.6 The meaning of general words is not limited by specific examples introduced by including, for example or similar expressions.
- 1.7 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 Executive, officers and employees of the AOC.
- 2.2 All Relevant Persons must not, by their acts or omissions, engage or participate in:
- (1) Direct Discrimination;
 - (2) Indirect Discrimination;
 - (3) Harassment;
 - (4) Vilification;
 - (5) Child Abuse; and
 - (6) conduct otherwise prohibited under clause 3 of this By-Law.
- 2.3 All Relevant Persons must provide assistance and disclose honestly and fully all relevant information to the AOC as requested by the President or Secretary-General or the person responsible pursuant to Clause 4.1 of this By-Law.
- 2.4 For the avoidance of doubt, this By-law does not apply to the selection of Athletes and officials as members of Teams where:
- (1) Sexuality, age, experience, capabilities and athletic performance or any combination of these factors are relevant in selecting the Athletes or officials; or
 - (2) a person's Religious Activity or Religious Belief precludes or might preclude that person from participating in a particular event or competition.

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 :
- (1) not at any time engage in conduct (whether publicly known or not), which has brought or would have the tendency to bring the Relevant Person into disrepute or censure, or which would be inconsistent with, contrary to or prejudicial to the best interests, image or values of the AOC or the Australian Olympic Team;
 - (2) not at any time be convicted of, or charged with, any serious offence involving alcohol or drugs, or any sex offence, or any offence which is punishable by imprisonment;
 - (3) acknowledge that any matter arising under (1) or (2) above is to be determined, or breach thereof excused, by the person responsible pursuant to Clause 4.1 of this By-Law in their sole and absolute discretion.

- 3.3 Any Official who has a personal interest or direct or indirect pecuniary interest in any matter involving the performance of that Official's duties to the AOC including any Team selected by the AOC must, as soon as possible after the relevant facts have come to the Official's knowledge, make full disclosure of the nature of the interest to the Secretary-General.
- 3.4 An Official must not:
- (a) offer to provide, or promise to provide, a Benefit to another person;
 - (b) provide a Benefit to another person;
 - (c) cause a Benefit to be provided to another person; or
 - (d) 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:
- (a) enter into a contract with the AOC or appoint the Official to any office; or
 - (e) cause the body that employs that person or which that person represents to enter into a contract with the AOC or appoint the Official to any office;
- or to otherwise seek to obtain or retain an improper advantage or benefit to that Official or the AOC which that Official or the AOC would not otherwise be entitled.
- 3.5 An Official must not solicit nor accept any Benefit from a person or body, corporate or unincorporated, for or in connection with the performance of that Official'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.
- 3.6 Officials 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 duty precludes Officials 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 Where a person alleges a breach of this By-Law, or the AOC has other reason to believe a breach of this By-Law may have occurred, then:
- (1) if, during the Games Period, a breach of this By-Law by an Athlete or Official is alleged or the AOC forms the belief that a breach by an Athlete or Official may have occurred ('the alleged breach') the alleged breach will be determined in his sole and absolute discretion by the Chef de Mission of the Team of which the Athlete or Official is a member unless the alleged breach is in respect of the acts or omissions of the Chef de Mission of that Team, in which case the alleged breach will be determined in their respective sole and absolute discretion by the President (if not the Chef de Mission) or a Vice President present at the Games in which the Team is participating; and

- (2) if the alleged breach arises at any time, other than the Games Period or concerns a person who is not an Athlete or Official during the Games Period, it will be determined by the Secretary-General in his sole and absolute discretion unless the alleged breach is in respect of the acts or omissions of the Secretary-General, in which case the alleged breach will be determined by the President in his sole and absolute discretion.
- 4.2 Where it is alleged, or the AOC has reason to believe, that a Relevant Person has breached this By-Law:
 - (1) the Chef de Mission, Secretary-General or President responsible for addressing an alleged breach of this By-Law may, in his or her sole and absolute discretion, provide the Relevant Person concerned with a written notice specifying the nature of the alleged breach. The Relevant Person must provide honestly and fully all relevant information, to the person responsible for addressing the alleged breach, concerning the alleged breach and a response to the alleged breach.
- 4.3 Subject to clause 4.4, all persons concerned must keep confidential and not comment publicly on or disseminate to any person information concerning:
 - (1) the fact of and details of any allegation that a Relevant Person has breached this By-Law;
 - (2) all information obtained on behalf of the AOC or provided by any person in connection with the alleged breach of this By-Law; and
 - (3) the fact of and details of any communications relating to the alleged breach of this By-Law;
- 4.4 Except that:
 - (1) in the event that the alleged breach is resolved by conciliation or negotiation, the AOC will release a public statement in such form as is agreed by the parties;
 - (2) in the event that the alleged breach is established other than by conciliation or negotiation, the AOC will release a public statement in such form as is agreed by the parties or, failing agreement, as determined by the person responsible for addressing the alleged breach; or
 - (3) in any event the AOC may release a public statement or statements in such form as it determines appropriate in all the circumstances if the fact of or details of the alleged breach has become publicly known (whether through a breach of this clause 4.4 or otherwise).
- 4.5 If a breach of this By-Law is established:
 - (1) if the Relevant Person concerned is a member of that Team, then that Relevant Person will be subject to the sanctions described in the agreement governing that Relevant Person's membership of that Team;
 - (2) if the Relevant Person is a member of a Shadow Team, then that Relevant Person's membership of the Shadow Team may be suspended or terminated;
 - (3) if the Relevant Person receives financial or other assistance from the AOC as an Athlete or Official, then that Relevant Person will be ineligible for any future assistance for such period as is determined appropriate in the circumstances;

- (4) if the Relevant Person has been appointed by the AOC to a position or office, then that appointment may be suspended or terminated;
- (5) if the Relevant Person is an employee of the AOC, then that relevant person may be sanctioned in accordance with the conditions governing his or her employment;
- (6) if the Relevant Person is a member of the Executive or an official of the AOC (other than as an employee), such sanction as is determined by the Executive after giving the Relevant Person concerned the opportunity to be heard on this aspect; and
- (7) the Relevant Person may be required to undergo counselling or rehabilitation as directed by the AOC.

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.

SCHEDULE 3**EXTRACTS FROM THE OLYMPIC CHARTER**

- Rule 6**
- 3 The authority of last resort on any question concerning the Olympic Games rests with the IOC
- 4 Notwithstanding the applicable rules and deadlines for all arbitration and appeal procedures, and subject to any other provision of the World Anti-Doping Code, no decision taken by the IOC concerning an edition of the Olympic Games, including but not limited to competitions and their consequences such as rankings or results, can be challenged by anyone after a period of three years from the day of the Closing Ceremony of such Games.
- Rule 7**
- 1 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. 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.
- 2 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, shall 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.
- Bye-Law to Rules 7-14**
- 1.2 Each NOC is responsible to the IOC for the observance, in its country, of Rules 7-14 and BLR7-14. It shall take steps to prohibit any use of any Olympic properties which would be contrary to such Rules or their Bye-laws. It shall also endeavour to obtain, for the benefit of the IOC, protection of the Olympic properties of the IOC.
- 3.2 The NOCs may only use the Olympic symbol, flag, motto and anthem within the framework of their non-profit-making activities, provided such use contributes to the development of the Olympic Movement and does not detract from its dignity, and provided the NOCs concerned have obtained the prior approval of the IOC Executive Board.
- 4.8 The use of an Olympic emblem for any advertising, commercial or profit-making purposes whatsoever must be in accordance with the conditions laid down in paragraph 4.9 and 4.10 below.
6. Musical works:
- The OCOG and the NOC of the host city and country shall ensure that the procedure for designation of the IOC as owner of the copyright on any musical works specifically commissioned in connection with the Olympic Games occurs to the satisfaction of the IOC.

Rule 15 4 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).

Rule 23

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 23

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 23.2.4 shall be communicated to the party concerned.
- 5 All measures or sanctions shall be effective forthwith unless the competent body decides otherwise.
- Rule 28**
- 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 28 and 29**
- 2 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 41**
- To be eligible for participation in the Olympic Games a competitor, coach, trainer or other team official must comply with the Olympic Charter 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 notably:

- 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 41**
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 42**
- 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 42**
- 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 43**
- 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 44**
- The World Anti-Doping Code is mandatory for the whole Olympic Movement.
- Rule 45**
- 2 Only NOCs recognised by the IOC may enter competitors in the Olympic Games. 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.
 - 3 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.
 - 4 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 to review a decision by an NOC in a matter of entries. The IOC Executive Board's decision shall be final.

- Bye-Law to Rule 45**
- 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 contained in the Olympic Charter and the rules of the IF governing his sport. Such competitor must be duly qualified by such IF. The NOC which enters the competitor ensures under its own responsibility that such competitor is fully aware of and complies with the Olympic Charter and the World Anti-Doping Code.
- 6 Any participant in the Olympic Games in whatever capacity must sign the following declaration:
- Understanding that, as a participant in the Olympic Games. I am participating in an exceptional event which has ongoing international and historical significance, and in consideration of the acceptance of my participation therein, I agree to be filmed, televised, photographed, identified and otherwise recorded during the Olympic Games under the conditions and for the purposes now or hereafter authorised by the International Olympic Committee (“IOC”) in relation to the promotion of the Olympic Games and the Olympic Movement.*
- I also agree to comply with the Olympic Charter currently in force, in particular, with the provisions of the Olympic Charter regarding eligibility for the Olympic Games (including Rule 41 and its Bye-law), the mass media (Rule 49), and the allowable trademark identification on clothing and equipment worn or to be used at the Olympic Games (Bye-law to Rule 51)*
- I also agree that any dispute arising on the occasion of or in connection with my participation in the Olympic Games shall be submitted exclusively to the Court of Arbitration for Sport, in accordance with the Code of Sports-Related Arbitration (Rule 59).*
- I also agree to comply with the World Anti-Doping Code and with the IOC Code of Ethics.*
- All relevant and applicable provisions and rules have been brought to my attention by my National Olympic Committee and/or my National Sports Federation or International Sports Federation.*
- 7 The relevant NOC shall also sign the declaration 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 the 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 49**
- 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 49** 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 51** 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 51** 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 60cm².
- 1.3 Headgear (e.g. hats, helmets, sunglasses, goggles) and gloves: any manufacturer's identification over 6cm² 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 20cm² 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 6cm², 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 1/10th 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 51 and this By-Law.
- Rule 52**
- 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 56**
- 1 The Opening and Closing Ceremonies shall be held in strict compliance with the IOC Protocol Guide
- Rule 57**
- 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 59**
- Any dispute arising on the occasion of, or in connection with, the Olympic Games shall be submitted exclusively to the Court of Arbitration for Sport, in accordance with the Code of Sports-Related Arbitration.

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 Trade Practices 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

MEDIA GUIDELINES

2010 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 2010 Olympic Winter Games (Olympic Games) under the conditions and for the purposes authorized 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:
 2.
 3. **By-Law to Rule 41** 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.*
 3. **By-Law to Rule 51** 3 *Only those persons accredited as media may act as journalists. 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.*
 2. **Rule 51** 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 sports grounds.*
 3. *No kind of demonstration or political, religious or racial propaganda is permitted in any Olympic sites, venues or other areas.*
 1. **By-Law to Rule 51** 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.*
3. The Chef de Mission is the spokesman for the Team and, as appropriate, the AOC. During the Games he may authorise other officials of the Team to be spokespersons at Team media conferences and on other occasions on matters within their particular Team responsibilities.
4. Team Members and AOC's servants or agents (as defined in the Team Membership Agreement) may express their opinions provided they follow the Australian Team's A.S.P.I.R.E. values set out in Clause 6 of the Team Membership Agreement (reproduced below) and are inspired by full compliance with the Olympic Charter. They must also follow the AOC Guidelines on the Interpretation of Rule 51.3 of the Olympic Charter adopted as supplemental to these Guidelines on 8 May 2009.

5. Team Members and AOC's servants or agents must comply with the IOC Internet Guidelines for athletes, coaches, trainers, officials and other accredited participants for the 2010 Olympic Winter Games, which are posted on the AOC website.
6. In giving any interview Team Members and AOC's servants or agents must not disparage or criticise other Team members or in the case of athletes or coaches their sports performances or coaching.
7. The AOC relies on the common sense of all Team Members and AOC's servants or agents in showing respect in interviews for the dignity of all fellow Team Members and AOC's servants or agents and all athletes competing in the Games, including those of the host country.
8. Each Team Member and Assistant is at liberty to accept or decline to be interviewed by the media.
9. It is the personal responsibility for each Team Member and AOC's servants or agents 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.
10. In giving any interview with the television media, Team Members and AOC's 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. 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 7 above:-
 - (a) the representatives of rights holders may interview Team Members and AOC's servants or agents within the Olympic venues including at official Team media conferences in the Main Press Centre (MPC) and Whistler Media Centre (WMC);
 - (b) the ENR accredited representatives of non-rights holders may interview Team Members and AOC's servants or agents:-
 - (i) in mixed zones and other Olympic venue media areas on condition that they cannot use cameras, tape recorders, high frequency micro transmitters or any other form of recording or transmission of images or sound (broadcasting equipment) in those interviews; and
 - (ii) at official Team media conferences in the MPC and WMC 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. Any breach of the 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's servants or agents 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. Mobile telephones and cameras should be used within Olympic venues only for private purposes.
20. 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 during the Games Period the standard of my behaviour will be assessed by the Chef de Mission, Chief Operating Officer and/or Village Manager in light of the following values developed by the AOC's Athletes' Commission and known by the acronym A.S.P.I.R.E.:

- (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 as Guidelines of the AOC by the Executive
on 8 May, 2009
EFFECTIVE immediately

AUSTRALIAN OLYMPIC COMMITTEE**AOC BLOGGING GUIDELINES FOR
AUSTRALIAN OLYMPIC WINTER TEAM MEMBERS AT THE
2010 OLYMPIC WINTER GAMES, VANCOUVER**

These Guidelines supplement the Media Guidelines in Schedule 5 of the Australian Olympic Team Membership Agreement and apply to the 2010 Australian Olympic Winter Team Members (*Accredited Persons*) for the 2010 Olympic Winter Games (*Games*).

Under Clause 12.1 of the Australian Olympic Team Membership Agreement all Australian Olympic Team Members must comply with these AOC Blogging Guidelines.

These AOC Blogging Guidelines are consistent with but, to the extent applicable, additional to, the International Olympic Committee (*IOC*) Blogging Guidelines for persons accredited at the Games.

These AOC Blogging Guidelines have been developed for Accredited Persons who maintain personal blogs, accessible by the general public, that in whole or in part contain content related to their personal experiences at, and participation in, the Games (*Olympic Content*) and will be effective upon the occasion of the Games, namely, from the opening of the Olympic Village on 4 February 2010, until the closing of the Olympic Village on 3 March 2010. They are also applicable to Accredited Persons who post Olympic Content on the websites of others during that period.

The AOC considers blogging, when in accordance with these Guidelines, is a legitimate form of personal expression and not a form of journalism. Therefore, the AOC does not consider that blogs by Accredited Persons, in accordance with these Guidelines, will amount to a breach of Paragraph 3 of Bye-law to Rule 49 of the Olympic Charter which states that "*Only those persons accredited as media may act as journalists, reporters or in any other media capacity*".

Additionally, Accredited Persons at the Games must abide by the Olympic Charter.

1. Definition of a Blog

A blog (or "weblog") is a type of website, or a webpage on a website, where entries are made (such as in a journal or diary), usually displayed in a reverse chronological order. For the purpose of these Guidelines, a blog is a website of this kind which is controlled by the Accredited Person, but does not include a website, or webpage on a website, on which blogging may be permitted but which is controlled by a person other than an Accredited Person (referred to in these Guidelines as a "third party"). "Control" in this context means complete control of the content which is posted on and which appears at the blog. An Accredited Person may control a blog in this manner even if the technical service which permits the operation of the blog online is provided by and/or controlled by another party.

2. Personal Information

During the period when these Guidelines are in effect, Accredited Persons must only post Olympic Content on a blog which they control, and that content must be confined solely to their own personal Olympic-related experience. Without limiting the generality of the foregoing, blogs of Accredited Persons should take the form of a diary or journal and, in any event, should not contain any interviews with, observations of, or stories about, other Accredited Persons. That is, an Accredited Person may, in describing his or her own personal Olympic-related experience, include descriptions of or accounts of conversations with other Accredited Persons, however the Accredited Person may not post content such as commentary, speculation or opinion about such other Accredited Persons. The Guidelines permit a factual account of events and personal experiences only.

Accredited Persons should not disclose any information that is confidential or private in relation to any third party including, without limitation, information which may compromise the security, staging and organisation of the Games, any member of the Australian Olympic Winter Team, any staff member of the AOC, or the privacy of any other Accredited Person.

In any event, and without limiting the requirements of these Guidelines, blogs of Accredited Persons containing Olympic Content should at all times conform to the Olympic spirit and the fundamental principles of Olympism as contained in the Olympic Charter, be dignified and in good taste, and not contain vulgar or obscene words or images.

3. No Sound or Moving Images of the Games

The dissemination of moving images of the Games through any media, including display on the Internet, is a part of the IOC's intellectual property rights. No sound or moving images (including sequences of still photographs which simulate moving images) of any events at the Games, including sporting action, Opening, Closing and Medal Ceremonies or other activities which occur within any zone which requires an Olympic identity and accreditation card (or ticket) for entry – e.g. competition and practice venues, Olympic Village, Main Press Centre – (*Accredited Zones*) may be made available, whether on a live or delayed basis, regardless of sources.

4. Still Pictures

As a general rule, blogs by Accredited Persons containing Olympic Content must not include any still picture taken within an Accredited Zone at the Games. Notwithstanding the foregoing, Accredited Persons may post on blogs as part of Olympic Content still pictures taken of themselves within Accredited Zones, provided that such pictures do not contain any sporting action of the Games or the Opening, Closing or Medal Ceremonies of the Games and are otherwise used in accordance with these Guidelines.

It is the Accredited Persons' responsibility to obtain the consent of other persons appearing in any pictures which may be posted on blogs to the extent that such consent may be required, although the provision of consent in this regard shall not in any way limit or otherwise affect Accredited Persons' obligations under this Section. There are different circumstances in which consent may be required, including (without limitation) where a photograph of an Accredited Person may, by reason of equipment or back drop or signage, suggest that the Accredited Person commercially endorses a good or service; and photographs which invade an Accredited Person's privacy, or are otherwise derogatory. In relation to the latter type of photographs the AOC relies upon Accredited Persons to exercise common sense and judgement in the photos which they post on their blogs.

5. Olympic Marks

The Olympic symbol, the word "Olympic" and other Olympic related words, including, but not limited to "Olympic Games", "Olympiad(s)", "Olympics" and "Olympic Team(s)" and designs (*Olympic Marks*) may be used by Accredited Persons on blogs solely for descriptive or editorial purposes in conjunction with Olympic Content (that is, for telling the story which the Accredited Person is recording on his or her blog only).

Under no circumstances may the Olympic Marks be associated with any third party or any third party's products or services in any way that may give the impression that such third party or such third party's products or services is directly or indirectly associated with the AOC, the IOC, the Vancouver Organising Committee for the Games of the XXIX Olympiad (VANOC), the Games, any other National Olympic Committee and/or the Olympic Movement.

6. Advertising and Sponsorship

As a general rule, Accredited Persons must not include any commercial reference in connection with any Olympic Content posted on their blogs. Specifically, this means that no advertising and/or sponsorship (such as brands) may be visible on their blog at the same time as Olympic Content.

Notwithstanding the foregoing general rule, advertising and brands may be posted on a blog which contains Olympic Content by an Accredited Person if it is (or they are) of the IOC TOP Partners (listed on <http://www.olympic.org/marketing>). You should be aware that, in addition to the advertising and brands of the IOC TOP Partners, the websites of VANOC, other Organising Committees of the Olympic Games and the websites of the official broadcast rights holders of the Games may contain IOC-approved advertising and brands, although Accredited Persons may not draw upon these for posting on their blogs as part of Olympic Content .

The advertising and brands of the AOC's national sponsors (who are not IOC TOP Partners) are not approved commercial references which may be posted on a blog containing Olympic Content for the purposes of these Guidelines.

Use of any such advertising and/or sponsorship from IOC TOP Partners must not be intrusive (i.e. no pop-ups nor expandable banners) and, in any event, must not take up more than 15 per cent of the screen at any given time.

Accredited Persons may not post Olympic Content on a website or webpage controlled by a third party. (A "third party" is any person other than an Accredited Person. For the avoidance of doubt, Accredited Persons can post Olympic Content on the blogs of other Accredited Persons, however it is important that the Olympic Content is not used for commercial purposes.)

An Accredited Person must not permit any third party to reproduce or use Olympic Content, that has been posted by the Accredited Person to a blog, to promote the third party's goods and/or services, and must take all reasonable steps to prevent such conduct. What constitutes "reasonable steps" in any given situation will depend upon the circumstances, but Accredited Persons should do at least the following:

- (a) Accredited Persons should post the following notice on the blog(s) which they control in a position of reasonable prominence:
This blog is protected by copyright. No party may reproduce, adapt or communicate to the public any part of this blog without the express written permission of the author. Further, no party may reproduce or use any part of this blog directly or indirectly to promote the party, another party or parties, or goods or services,

including without limitation by copying, linking, framing or by any other means. The author's right to take legal action against such a party is reserved.

- (b) If an Accredited Person learns that content from a blog which they control is to be, or is being, used by a third party in a manner which is contrary to the Guidelines they should consider taking one or more of the following steps:
- (i) formally request that the third party refrain from or cease using it in that manner;
 - (ii) issue a media release stating that the third party is misusing content taken without authorisation from the Accredited Person's blog;
 - (iii) if applicable, cease posting content on the Accredited Person's blog until the matter is resolved; and/or
 - (iv) if applicable, delete the content from the Accredited Person's blog so that it cannot be misused.
- (c) Accredited Persons should consider whatever technical means are available to protect the reproduction of content from their blogs (in particular, photographs), subject to the cost of such means and the available resources of the Accredited Persons.

7. No Commercial Arrangement

Accredited Persons should not enter into any commercial arrangement with a third party with respect to the posting of any Olympic Content on a blog or otherwise.

8. Domain Names/URLs/Page Naming

The AOC has the authority to control the use of Olympic expressions for commercial purposes under the *Olympic Insignia Protection Act 1987*. The protected Olympic expressions include the word "Olympic" or "Olympics" but do not include "Olympian".

The AOC does not consent to the use of any of these protected Olympic expressions as or as part of a domain name to be used by Accredited Persons for blogs e.g. [myname]olympic.com would not be permitted. However the AOC will not object to the use of the word "Olympic" as the header of a page on an Accredited Person's website (for instance in the form of [myname].com/Olympic, but only during the period in which these Guidelines are applicable).

Accredited Persons who are Olympians are entitled to use "Olympian" as part of a domain name as they wish.

9. Links

In order to facilitate access to pertinent Olympic information, Accredited Persons posting Olympic Content pursuant to these Guidelines are encouraged to "link" their blogs to various official Olympic websites, including the website of the AOC.

Useful addresses include:

www.olympic.org – the official website of the Olympic Movement

www.vancouver2010.com – the official website of the Vancouver Olympic Winter Games

www.olympics.com.au – the official website of the Australian Olympic Committee

Accredited Persons "linking" their blogs to the AOC website must do so pursuant to the *Guidelines for Linking to AOC Website* which are available from the AOC website.

If an Australian national sporting federation website links to an Accredited Person's blog, the Accredited Person should take all reasonable steps to ensure that the link as presented on the national federation's website does not in any way give the impression that third parties or their products or services are directly or indirectly associated with the AOC, the IOC, VANOC, the Games, any other National Olympic Committee or the Olympic Movement (other than third parties who are IOC TOP Partners).

An Accredited Person must not permit any third party to link to their blog to promote the third party's goods and/or services, and must take all available steps to prevent such conduct including any steps which the Accredited Person might be required to take by the IOC or the AOC.

10. Liability

It is brought to your attention that when Accredited Persons choose to go public with their opinions on a blog they are responsible for their commentary. Bloggers can be held personally liable for any commentary deemed to be defamatory, obscene or otherwise infringing a third party's rights. In essence, bloggers post their blogs at their own risk and they should make it clear that the views expressed are their own.

The Australian High Court has ruled that a statement made on an internet website about an individual will be deemed to be "published" in any place in which that webpage is lawfully downloaded. The Court found that "those who post information on the World Wide Web do so knowing that the information they make available is available to all and sundry without any geographic restriction". A person that publishes information on a website may be subject to the laws of all jurisdictions in which their actions had an effect, that is, where the website was read.¹

11. Infringement of Guidelines

A breach of these Guidelines by an Accredited Person may lead to the withdrawal by the IOC of such person's Olympic identity and accreditation card, as foreseen in the Olympic Charter. The IOC reserves the right to take any and all other measure(s) it deems fit with respect to breaches of these Guidelines, including taking legal action for monetary damages and imposing other sanctions.

In addition, if the AOC learns of a breach of these Guidelines by an Accredited Person it shall be entitled to issue a "take down notice" which will require the Accredited Person to take down a blog in whole or in part within a specified time. If the Accredited Person fails to comply with that take down notice the AOC will be entitled to regard this as a breach of the Accredited Person's team membership agreement, and the AOC will take such action as is necessary and to which it is entitled in relation to that breach.

ADOPTED as Guidelines of the AOC by the Executive
on 8 May, 2009
EFFECTIVE immediately

¹ *Dow Jones and Company Inc v Gutnick* [2002] 210 CLR 575 (10 December 2002)

AUSTRALIAN OLYMPIC COMMITTEE



**AOC GUIDELINES ON THE INTERPRETATION OF RULE 51.3 OF THE OLYMPIC CHARTER FOR
AUSTRALIAN OLYMPIC WINTER TEAM MEMBERS AT THE
2010 OLYMPIC WINTER GAMES, VANCOUVER**

These Guidelines supplement the Australian Olympic Team Membership Agreement (Team Agreement) and the AOC Media Guidelines in Schedule 5 to the Team Agreement and the AOC Blogging Guidelines adopted on 8 May, 2009 and apply to Australian Olympic Team Members (*Accredited Persons*) for the 2010 Olympic Winter Games, Vancouver (*Games*).

Under Clause 12.1 of the Team Agreement all Australian Olympic Team Members must comply with these Guidelines on the interpretation of Rule 51.3 of the Olympic Charter.

These Guidelines will be effective for the period that Team Members are accredited at the Games.

1. Accredited persons at the Games may of course express their opinions on human rights and other such issues provided they follow the Australian Team's A.S.P.I.R.E. values set out in Clause 6 of the Team Agreement, the AOC Media Guidelines and the AOC Blogging Guidelines. Such expression of opinions and the conduct of participants should be inspired by full compliance with the Olympic Charter.
2. According to the Olympic Charter, the peak of the Olympic Movement's action is "the bringing together of the world's athletes at the great sports festival, the Olympic Games". The Games are about sport. They are not a stage for different kinds of political statements about issues such as armed conflicts, regional differences, religious disputes and many others. This is well known by all the athletes because it applies not only to the Olympic Games but to any other sports event in the world.
3. Rule 51.3 of the Olympic Charter provides that **"no kind of demonstration or political, religious or racial propaganda is permitted in any Olympic sites, venues or other areas"**. For the purpose of these Guidelines, these areas are defined as every area for which an official Olympic accreditation is required. Compliance with this Rule implies avoiding the display of any sign, banner, poster, piece of equipment or clothing which could be perceived as any kind of demonstration or propaganda.
4. The conduct of participants at all sites, areas and venues includes all actions, reactions, attitudes or manifestations of any kind by a person or group of persons, including but not limited to their look, external appearance, clothing, gestures and written or oral statements. As in all Olympic Games, such conduct must also, of course, comply with the laws of the host state.
5. Accredited persons at the Games will have many opportunities to express themselves upon the occasion of the Games, whilst respecting the Olympic Charter, for instance by giving interviews including in Olympic Press or Broadcasting Centres or in mixed zones, venue press areas and the internet. The IOC and the AOC relies on the common sense of all athletes and other participants in showing respect for the dignity of all fellow athletes, including those of the host country, and of all other spectators and attendees.
6. The IOC and AOC respect the personal rights of Accredited Persons which include both the right to express themselves and the right not to comment on political issues. Equally, non-Government organisations and the media should respect these personal rights.

ADOPTED as Guidelines of the AOC by the Executive
on 8 May, 2009 **EFFECTIVE** immediately

AUSTRALIAN OLYMPIC COMMITTEE
(ARBN 052 258 241)



ANTI-DOPING BY-LAW

1. WORLD ANTI-DOPING CODE

- 1.1. On 5 March 2003 the AOC became a *Signatory* to the *Code* and, as such, is responsible for assisting ASADA in initiating, implementing and enforcing the *Doping Control* process.
- 1.2. Under the *Code*, the AOC as the National Olympic Committee for Australia, has roles and responsibilities including the following:
- (1) To ensure its anti-doping policies and rules conform with the *Code*.
 - (2) To require as a condition of membership or recognition that *National Federations'* anti-doping policies and rules are in compliance with the applicable provisions of the *Code*.
 - (3) To require all *Athletes* who are not regular members of a *National Federation* to be available for *Sample* collection and provide accurate and up-to-date whereabouts information as part of the National Register Testing Pool during the year before the Olympic Games as a condition of participation in the Olympic Games as a member of an Australian Olympic Team.
 - (4) To fully cooperate with and assist ASADA to vigorously pursue all potential anti doping rule violations within its jurisdiction, including fully cooperating with any investigation ASADA is conducting into whether *Athlete Support Personnel* or other *Persons* may have been involved in each case of doping.
 - (5) To require each of its *National Federations* to establish rules requiring each Athlete Support Personnel who participates as coach, trainer, manager, team staff, official, medical or paramedical personnel in a competition or activity authorised or organised by the *National Federation* or one of its member organisations to be agree to be bound by anti doping rules in conformity with the *Code* as a condition of such participation.
 - (6) To withhold some or all funding, during any period of his or her *Ineligibility*, to any *Athlete* or *Athlete Support Personnel* who has violated anti-doping rules.
 - (7) To withhold some or all funding to the *National Federations* that are not in compliance with the *Code*.
 - (8) To promote anti doping education.
 - (9) To cooperate with relevant national organisations and agencies and other Anti Doping Organisations.
- 1.3. This By-Law is adopted as a result of the AOC's commitment to the purposes of the World Anti-Doping Programme of WADA and commitment to the *Code*.

2. APPLICATION OF ANTI-DOPING BY-LAW

2.1. This By-Law applies to:

- (1) *The AOC;*
- (2) *Athletes,*
- (3) *Team Members;*
- (4) *Athlete Support Personnel; and*
- (5) *National Federations.*

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

3. OBLIGATIONS

3.1. All *Athletes* must:

- (1) be knowledgeable of and comply with all anti-doping policies and rules applicable to them, namely the *Code*, this By-Law and the policies and rules of *Anti-Doping Organisations* and their *National Federation* or *International Federation*;
- (2) be available for *Sample* collection conducted according to the *Code*;
- (3) take responsibility, in the context of anti-doping, for what they ingest and use; and
- (4) inform medical personnel of their obligation not to *Use Prohibited Substances* and *Prohibited Methods* and to take responsibility to make sure that any medical treatment received does not violate the anti-doping policies and rules applicable to them.

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

3.3. All *Athlete Support Personnel* must:

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

3.4. Each *National Federation* must:

- (1) comply with this By-Law;
- (2) co-operate with and assist ASADA fulfil its obligations under the *Code*;
- (3) adopt and implement an anti-doping policy that conforms with the *Code*;

- (4) cooperate with and assist its *International Federation* conduct its day-to-day anti-doping programme;
- (3) require *Persons* who:
- (a) participate in sport under its authority or under the authority of one of its members; or
 - (a) are registered as an athlete or competitor (however described) or as *Athlete Support Personnel* with it or with one of its members or with a club recognised by it or one of its members;
- to recognise and be bound by its anti-doping policy, the *Code* and this By-Law;
- (4) require *Persons* who:
- (a) participate as an athlete or competitor (however described) in sport under its authority or under the authority of one of its members; or
 - (a) are registered as an athlete or competitor (however described) with it or with one of its members or with a club recognised by it or one of its members;
- to be available for *Sample* collection and provide accurate and up to date whereabouts information;
- (5) require as a condition of membership that the policies, rules and programmes of its members or clubs recognized by it or one of its members are in compliance with the *Code*;
- (6) take appropriate action to discourage non-compliance with the *Code* and its anti-doping policy;
- (7) notwithstanding the previous paragraph:
- (a) recognise and respect a finding of an *anti-doping rule violation* by its *International Federation* or other *Signatory* or other *National Federation* without the need for such a hearing provided the finding is consistent with the *Code* and within the authority of the body concerned; and
 - (a) require *Athletes* who are not regular members of it to be available for *Sample* collection and provide accurate and up-to-date whereabouts information on a regular basis if required during the year before the Olympic Games as a condition of participation in the Olympic Games as a member of an Australian Olympic Team;
- (8) promptly notify the AOC of the finding of any *anti-doping rule violation* and the imposition of any sanction for an *anti-doping rule violation*:
- (a) any person under its anti-doping policy and rules; or
 - (a) any *Athlete*, *Athlete Support Personnel* or other person under its authority or control under the anti-doping policy and rules of its *International Federation*;
- and
- (9) provide assistance and information to the AOC as requested by the Secretary-General to enable the AOC to properly implement this By-Law.

4. **TESTING**

- 4.1. The AOC will recognise the results of accredited laboratory analysis of *Testing* conducted by *Anti-Doping Organisations* (including ASADA) conducted in accordance with the *Code*.
- 4.2. The AOC may request any *Anti-Doping Organisation* to conduct *Testing* and laboratory analysis of *Samples* of *Team Members* in accordance with the *Code*.
- 4.3. Where the AOC requests the conduct of *Testing* and laboratory analysis of *Samples* of *Team Members* by:
 - (1) ASADA, then ASADA is obliged as a condition of each request to conduct an initial review pursuant to Article 7.1 of the *Code* and any follow-up investigation required pursuant to Articles 7.3 and 7.4 of the *Code* and to advise the AOC of the results thereof; or
 - (2) an *Anti-Doping Organisation* other than ASADA, then the AOC Medical Commission will conduct an initial review pursuant to Article 7.1 of the *Code* and any follow-up investigation required pursuant to Articles 7.3 and 7.4 of the *Code* and advise the AOC of the results thereof.

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

- 5.1. The commission of an *anti-doping rule violation* is a breach of this By-Law.
- 5.2. Articles 1, 2, 3, 4, 5, 6 and 17 of the *Code* apply to determine whether any *anti-doping rule violation* has been committed.
- 5.3. It is an infraction of this By-Law for a *National Federation* to breach any of its obligations to the AOC pursuant to this By-Law.

6. **RECOGNISED ANTI-DOPING RULE VIOLATIONS**

- 6.1. The AOC will recognise and respect all determinations of *Anti-Doping Organisations* and *National Federations* that a *Person* has committed an *anti-doping rule violation* provided the finding is consistent with the *Code* and within the authority of the body concerned.
- 6.2. For *anti-doping rule violations* recognised by the AOC pursuant to clause 6.1 any *Person* found to have committed an *anti-doping rule violation* will be ineligible for membership or selection in any *Team*, or to receive funding from or to hold any position on the AOC for the period or periods specified in the *Code* as applicable to the *anti-doping rule violation* in question

Upon being advised of a determination under clause 6.1, the Secretary-General will give the *Person* concerned notice in writing of:

- (1) the recognition by the AOC of such determination; and
 - (2) the automatic imposition of the applicable sanction under clause 8 for the period determined by the *Anti-Doping Organisation* or CAS to apply to the *anti-doping rule violation* in question.
- 6.3. Except as provided in the *Code*, no *Person* may appeal against or challenge any recognition by the AOC under this clause 6 of an *anti-doping rule violation* by that *Person* unless that *Person* has first exhausted all his or her rights of appeal and other legal rights (if any) in respect of the hearing and finding of the *Anti-Doping Organisation* or *National Federation* concerned and whether before any tribunal as provided for in the anti-doping policy of the *Anti-Doping*

Organisation or *National Federation* concerned or in a court of law. In the event that a *Person* challenges or appeals the hearing or finding of the *Anti-Doping Organisation* or *National Federation* concerned, the AOC will defer recognition of the *anti-doping rule violation* pending the conclusion of the challenge or appeal and will abide by the decision of the tribunal or court concerned.

7. NON-RECOGNISED ANTI-DOPING RULE VIOLATIONS

7.1. Where:

- (1) there is evidence of an *anti-doping rule violation* by a *Team Member* and the Secretary-General believes that it is inappropriate in the circumstances of the particular case to refer the matter to a *National Federation* for prosecution as a breach of its anti-doping policy; or
- (2) the Secretary-General believes that a person holding a position on the AOC may have committed an *anti-doping rule violation* and is not subject to the anti-doping policy of any *National Federation* in respect of that alleged *anti-doping rule violation*; or
- (3) in the period commencing one month before the Opening Ceremony of a *Games* until midnight of the day of the Closing Ceremony of those *Games*, a *National Federation* or the Secretary-General receives notification or believes on other grounds that a *Team Member* in respect of those *Games* may have committed an *anti-doping rule violation* and, unless the alleged *anti-doping rule violation* arises out of circumstances within the authority of the IOC or the Organising Committee for those *Games* under the Olympic Charter or the *Code* in respect of those *Games*,

the Secretary-General will issue an infraction notice under clause 7.2.

7.2. The infraction notice referred to in the preceding clause will:

- (1) be in writing and be given to the *Person* by:
 - (a) personal service; or
 - (a) delivered to the person's last known address as advised by the *National Federation* concerned to the AOC;
- (2) set out the nature and particulars of the alleged *anti-doping rule violation*;
- (3) set out the sanction that may be imposed under this By-Law in respect of the *anti-doping rule violation*; and
- (4) state that the matter has been referred to the Oceania Registry of CAS for hearing as soon as possible to determine:
 - (a) whether or not the *anti-doping rule violation* has been committed; and
 - (a) the sanction to be imposed in respect of the *anti-doping rule violation* should it be found to have been committed.

7.3. The hearing of the matter referred to in Clause 7.2(4) by CAS will be conducted pursuant to clause 9 and as expeditiously as possible in order, in the case of a *Team Member*, to be concluded prior to the *Team Member* participating in the *Games* in question. To this end the CAS will implement an expedited procedure and R44.4 of the Code of Sports-Related Arbitration will not apply.

8. AOC IMPOSED SANCTIONS

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

9. CAS HEARING

- 9.1. A hearing by CAS under this By-Law will be conducted:
 - (1) by a single arbitrator appointed by the Permanent Secretary of the Oceania Registry of CAS;
 - (2) as an ordinary arbitration proceeding; and
 - (3) pursuant to the Code of Sports Related Arbitration, provided that the Award and the arbitrator's reasons therefore will be made public and to this extent Rule 43 of the Code of Sports-Related Arbitration will not apply.
- 9.2. All instances of alleged *anti-doping rule violations* will be determined in conformity with the *Code* and must be established according to the provisions of the *Code*.
- 9.3. If CAS determines that a person has committed an *anti-doping rule violation*, it will impose on the person the relevant sanction pursuant to clause 8.

10. APPEALS FROM DETERMINATIONS OF CAS.

- 10.1. A *Person* (including the AOC and those entitled to appeal under Article 13.2.3 of the *Code*) aggrieved of a determination of CAS under clause 9 may appeal that decision to CAS.
- 10.2. Any appeal hearing by CAS under this clause 10 will be conducted:
 - (1) by a panel of three arbitrators appointed by the Permanent Secretary of the Oceania Registry of CAS;
 - (2) as an appeal arbitration proceeding; and
 - (3) pursuant to the Code of Sports Related Arbitration, provided that the Award and the arbitrator's reasons therefore will be made public and to this extent Rule 43 of the Code of Sports-Related Arbitration regarding confidentiality will not apply.
- 10.3. Any appeal from a determination of CAS must be solely and exclusively resolved by CAS. The determination of CAS will be final and binding on the parties to the appeal and no person may institute or maintain proceedings in any court or tribunal other than CAS. In particular, and without restricting the generality of the foregoing and for further and better assurance notwithstanding that such provisions have no applicability, neither party will have the right of

appeal under Section 38 of the Commercial Arbitration Act of any of the Australian States or to apply for the determination of a question of law under Section 39(1)(a) of such Act.

- 10.4. An appeal will be a rehearing of the matters appealed against by way of a hearing *de novo* and the provisions of clause 9 will apply, *mutatis mutandis*, to any appeal to CAS.

11. NOTIFICATION.

- 11.1. Upon the imposition of a sanction under this By-Law, the AOC will send details of the sanction imposed to:

- (1) the *IOC*;
- (2) those *Persons* entitled to notification under Article 14.1 of the *Code*;
- (3) the *National Federation* of the *Person* concerned;
- (4) the Australian Sports Commission and *ASADA*;
- (5) *WADA*; and
- (6) any other person or organisation the AOC believes should be informed in this respect.

- 11.2. If on appeal CAS overturns the finding that an *anti-doping rule violation* has occurred or alters the sanction imposed, the AOC will advise the decision to all those persons notified of the initial imposition of the sanction pursuant to clause 11.1.

12. DISPUTES

Any dispute regarding the construction and/or application of this By-Law must be solely and exclusively resolved by CAS according to the Code of Sports-Related Arbitration. The decision of CAS will be final and binding on the parties concerned and no *Athlete* or *Person* may institute or maintain proceedings in any court or tribunal other than CAS. In particular, and without restricting the generality of the foregoing and for further and better assurance notwithstanding that such provisions have no applicability, neither party will have the right of appeal under Section 38 of the Commercial Arbitration Act of any of the Australian States or to apply for the determination of a question of law under Section 39(1)(a) of such Act.

13. COSTS AND EXPENSES OF HEARINGS & APPEALS TO CAS

- 13.1. In any hearing before CAS pursuant to clause 9 or clause 10, the AOC will bear the costs of CAS in respect of the arbitration save that the fee payable to CAS pursuant to Rule 64.1 of the Code on lodgment of any appeal under clause 10 will be paid by the party instituting that appeal.

- 13.2. Recognising the AOC's commitment contained in clause 13.1 and the fact that any hearing by CAS under this By Law is disciplinary in nature and resulted from the requirement of the AOC to apply and enforce anti-doping provisions common to all *Athletes* under the *Code*,

- (1) the person alleged to have committed an *anti-doping rule violation* will indemnify and keep indemnified the AOC from and against any award by CAS of a contribution towards that person's legal costs and expenses; and
- (2) the AOC will indemnify and keep indemnified the person alleged to have committed an *anti-doping rule violation* from and against any award by CAS of a contribution towards the AOC's legal costs and expenses solely in respect of any hearing before CAS pursuant to clause 9.

14. **REVIEW OF ANTI-DOPING RULE VIOLATION**

If a *Person* recorded as having committed an *anti-doping rule violation* is subsequently found not to have committed that *anti-doping rule violation* or is otherwise cleared or pardoned of any relevant wrongdoing by *CAS* or other *Anti-Doping Organisation* acting in conformity with the *Code*, the AOC will overturn the *anti-doping rule violation* and any sanction which had been imposed as a result of that *anti-doping rule violation* and will report the decision to all those *Persons* notified of the initial imposition of the sanction pursuant to clause 11.

15. **REVIEW OF AOC IMPOSED SANCTION**

- 15.1. Where a *Person* to whom a sanction has been applied under this By-Law or any preceding AOC anti-doping policy in respect of an *anti-doping rule violation* has new and relevant information concerning the subject *anti-doping rule violation*, he or she or it may make written application to the Secretary-General setting out the grounds for a possible review of that AOC imposed sanction.
- 15.2. The Secretary-General will consider the application and determine in his sole and absolute discretion whether to review any sanction imposed under this By-Law or any preceding AOC anti-doping policy and may alter a sanction imposed previously including a reduction or withdrawal of that AOC imposed sanction.
- 15.3. The Secretary-General will not alter any sanction under clause 15.2 without first consulting with any other sports organisation which he knows has a current sanction over the person.
- 15.4. In the event of any alteration to a sanction by the AOC pursuant to this clause 15, the Secretary-General will promptly notify the *Person* concerned as well as those *Persons* who received notification from the AOC of that sanction. In such instance, those *Persons* entitled to appeal under Article 13.2.3 of the *Code* (other than the *Person* to whom the sanction has been applied) will have the right to appeal the decision of the Secretary-General to *CAS* in accordance with the *Code*. Clauses 10.2 – 10.4 will apply to any such appeal.

16. **INTERPRETATION**

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

“Anti Doping

Organisation”

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

"anti-doping rule

violation"

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

"ASADA"

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

"Athlete"

means:

- (a) a *Person* participating in sport under the authority of a *National Federation* or under the authority of a member of a *National Federation*; or
- (a) a *Person* registered as an athlete or competitor (however described) with a *National Federation* or with a member of *National Federation* or a club recognised by a *National Federation*.
- "CAS"** means the Court of Arbitration for Sport.
- "Code"** means the World Anti Doping Code as in force from time to time.
- "Doping"** has the same meaning as under the Olympic Movement Anti Doping Code.
- "Doping Offence"** means a breach (however described) of the anti-doping policy (however described) of:
- (1) an *International Federation* prior to it adopting and implementing an anti-doping policy that conforms with the *Code*, or
- (2) a *National Federation* prior to it adopting and implementing an anti-doping policy that conforms with the *Code*.
- "Games"** means the Olympic Games, or any other sporting competition or event in which a *Team* is to compete or participate.
- "IOC"** means the International Olympic Committee
- "International Federation"** means an International Federation being a organisation controlling a branch of sport and recognised as such by the IOC.
- "National Federation"** means any organisation that is a member of the AOC.
- "Olympic Games"** means the Games of an Olympiad and the Olympic Winter Games conducted under the authority of the IOC.
- "Signatory"** An entity signing the *Code* and agreeing to comply with the *Code*, including the IOC, International Federations, International Paralympic Committee, National Olympic Committees, National Major Event Organisations, National Anti-Doping Organisations, and WADA.
- "Team"** means any Australian Olympic Team or other team selected by the AOC.
- "Team Member"** means:
- (a) a member of a *Team*; or

- (b) a person advised by a *National Federation* to the AOC as a person considered suitable as a member of a Team and recognised as such by the AOC.

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

16.2.

- (1) Words not defined in this By-Law have the meaning ascribed to them in the *Code* unless a contrary meaning appears from the context.
- (2) In the interpretation of this By-Law, should there be any inconsistency between this By-Law and the *Code*, then the provisions of the *Code* will be paramount.
- (3) Reference to:
- (a) the singular includes the plural and the plural includes the singular; and
- (a) a person includes a body corporate.
- (4) If a *Person* or *National Federation* to whom this By-Law applies consists of more than one person, then this By-Law binds them jointly and severally.
- (5) Headings are for convenience only and do not form part of this By-Law or affect its interpretation.
- (6) "Including" and similar words are not words of limitation.

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

ADOPTED as a By-Law of the AOC by its Executive on 20 November 1997

AMENDED on 20 March 1998 both the adoption and amendment effective from 1 December 1997.

AMENDED on 21 July 2000 by the Doping Offences Special Purpose By-Law both the adoption and amendment effective from 21 July 2000.

AMENDED on 9 March 2001 both the adoption and amendment effective from 9 March 2001.

AMENDED on 21 March 2003 both the adoption and amendment effective from 21 March 2003.

AMENDED on 31 May 2004 both the adoption and amendment effective from 31 May 2004

AMENDED on 18 November 2005 with the amendment effective from 1 January 2006.

AMENDED on 16 March 2007 both the adoption and amendment effective from 16 March 2007.

AMENDED on 8 May 2009 both the adoption and amendment effective from 8 May 2009.