

Tokyo 2020 Paralympic Games Athlete Team Membership Deed

Paralympics Australia Limited

PA

You

Tokyo 2020 Paralympic Games Athlete Team Membership Deed

Date **Sep 2020**

Parties **Paralympics Australia Limited ABN 41 810 234 231**
of Building A, 1 Herb Elliott Avenue, Sydney Olympic Park, New South Wales, 2127
(PA)

at
(You/Athlete)

Background

- A. PA is the entity responsible for the representation of Australia at the Paralympic Games and has the right to enter athletes in the Paralympic Games.
- B. To be eligible to compete an Athlete must meet the PA General Selection Criteria for the Tokyo 2020 Games (**PA General Selection Criteria**).
- C. Among other duties, PA is responsible for protecting the Intellectual Property owned or controlled by PA, against commercial use by organisations that are not official sponsors or otherwise authorised to use it.
- D. PA relies on a mix of donations, government grants and support from sponsors to fund sport and community programmes for para-athletes in Australia, including the significant costs of preparing and taking a Australian team to the Paralympic Games. PA must therefore protect its commercial interests, including sponsorships and fundraising activities, to ensure that the Team is fully funded and the athletes travelling to the Games are provided the best opportunity and environment possible.
- E. It is a condition of eligibility for nomination and selection to the Team that You agree to the terms of this deed by completing and returning it to PA prior to the Selection Date.
- F. Due to the Covid-19 Pandemic and the postponement of the Tokyo 2020 Games to 2021, and the uncertainty as at the date of this deed surrounding the precise details of the Games, PA and the Athlete both accept the need to be flexible and to adjust to unfolding circumstances.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this deed, unless the context indicates otherwise:

Athlete means a person who wishes to be considered for nomination and selection to the Team under the PA General Selection Criteria.

Australian Media Rights-holder means Seven West Media Limited and related parties involved in content creation and distribution in the build-up to, during and post the Games.

CAS means the Court of Arbitration for Sport, Château de Béthusy, Avenue de Beaumont 2, CH-1012 Lausanne, Switzerland.

Chef de Mission means the person appointed to that position for the time being by the PA Board and includes his/her nominee.

Chief Executive means the Chief Executive Officer of PA for the time being and includes his/her nominee.

Classification means the class and/or category in which the Athlete is qualified to compete, as determined by an assessment undertaken by a classification panel, appointed by the relevant International Federation and under its classification rules.

Closing Ceremony means the closing ceremony of the Games to be held on or about 05 September 2021.

Connected Party means a party connected with an Athlete in any way, including a sponsor of the Athlete's National Federation.

Games mean the Paralympic Games scheduled to be held in Tokyo from 24 August to 05 September 2021.

Games Period means the period from the earlier of the commencement of the Media Blackout Period, seven days prior to the Opening Ceremony and the date on which You enter the Games Village to 30 days after You return to Australia with the Team.

Games Venue means any of the official venues which hold competitions during the Games.

Games Village means the accommodation provided to the Team as part of the Games.

IF means an International Sports Federation.

Illicit Substance means a 'drug of addiction', 'poison', or 'restricted substance'.

IPC means the International Paralympic Committee.

Intellectual Property means all patents, registered designs, rights in computer software, databases and lists, ideas, processes, systems, methods, discoveries, innovations, inventions, improvements, trade secrets, know-how, experience, data, technical or other information, confidential information, domain names, trade or service marks (including logos and trade dress) and the like capable of ownership or protection at law and including all other intellectual property, in each case whether registered or unregistered (including applications for the grant of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.

Media Blackout Period means the period of time the Games Village is open, scheduled to be 17 August 2021 until 08 September 2021, or another period as specified by PA from time to time.

Media Partner means anybody designated as a media partner by PA from time to time.

Medical Practitioner includes any doctor, medical practitioner, psychologist, psychiatrist sports scientist or therapist.

National Federation means the organisation recognised by PA as being responsible for the delivery of the high performance Paralympic program for Your particular sport.

Nomination means a nomination by a National Federation in accordance with the Nomination Criteria.

Nomination Criteria means the nomination criteria as distributed by Your National Federation from time to time.

Nomination Date means the date, as specified by PA (and includes any alternative date as agreed between PA and the National Federation), by which the National Federation must submit any Nominations to the PA.

OCOG means the relevant Organising Committee for the Olympic Games and Paralympic Games.

Opening Ceremony means the opening ceremony of the Games scheduled to be held on or about the 24 August 2021.

PA means Paralympics Australia Limited ACN 061 547 957.

PA Board means the board of directors of PA.

PA Code of Conduct means any code of conduct issued by the PA Board.

PA Intellectual Property means all Intellectual Property owned or under the control of PA and includes the words and logos set out in Schedule B of this deed.

PA General Selection Criteria means PA selection criteria for the Tokyo 2020 Paralympic Games released by PA from time to time.

PA Sponsors means sponsors or partners supporting PA as shown on the PA website (www.paralympic.org.au) from time to time.

PA Stakeholder means a stakeholder supporting PA as shown on the PA website (www.paralympic.org.au) from time to time.

Personal Information has the meaning given in the Privacy Act.

Personal Sponsor means any commercial or charitable organisation with which You have entered into an agreement with to exchange image and other rights for any reward (whether in cash, in kind or otherwise).

Personal Sponsor Agreement means an agreement between You and a Personal Sponsor including any notified to PA under clause 7.1(a).

Pre-Games Staging Camp means any PA run or approved training camp which occurs prior to the Games.

Pre-Games Staging Camp Period means the period between the commencement of the Pre-Games Staging Camp and the commencement of the Games Period.

Pre-Selection Period means the period between execution of this deed and the Selection Date.

Privacy Act means the *Privacy Act 1988 (Cth)*.

Sanctions means the sanctions in clause 15(b).

Selection means selection of You to be a member of the Team in accordance with the PA General Selection Criteria.

Selection Date means the date on which the Chief Executive publicly announces the Selection.

Selection Period means the period between the Selection Date and commencement of the Pre-Games Staging Camp.

SIA means Sport Integrity Australia.

Team means the Australian Paralympic Team or the group of athletes and officials selected or appointed to participate in the Games representing Australia.

Term has the meaning set out in clause 2.

Tribunal means CAS, or if PA so elects (and it is operational at the time) the National Sports Tribunal run by Sport Integrity Australia.

Uniform means any item of apparel issued to You, or instructed to be worn by You, by PA or with PA's approval, in connection with Your participation in the Team and includes competition, training, travelling, casual, and formal apparel and accessories, as supplied by PA or any PA Sponsors.

WADA means the World Anti-Doping Agency.

1.2 Interpretation

In this deed:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally, unless specified to bind them severally only;
- (c) **person** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation, and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (g) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
- (i) if a word or phrase is defined in this deed, any word or phrase derived from that word or phrase shall be construed accordingly; and
- (j) **includes** in any form is not a word of limitation.

2. Term of deed

- (a) This deed will commence upon its execution and will, subject to the rights of early termination in this deed set out in clause 15 and clause 16, terminate at the end of 2021.
- (b) The Term of this deed is divided into four stages being:
 - (i) Pre-Selection Period;
 - (ii) Selection Period;
 - (iii) Pre-Games Staging Camp Period; and
 - (iv) Games Period.
- (c) If You are not Selected this deed will terminate under clause 16(b).
- (d) If this deed expires under clause 2(a) or is terminated under clause 15 or 16 then the provisions of this deed cease to have effect except for the provisions of clauses 8, 9, 10.2, 13.4, 17, 19, 20 and 21 which will survive any expiry or termination.

3. Eligibility & selection

- (a) You acknowledge that You are only eligible to be Selected if:
 - (i) You meet the PA General Selection Criteria and Nomination Criteria for Your Sport;
 - (ii) You are, and continue to be, eligible to participate in the Games as an Australian competitor;
 - (iii) You have not engaged at any time in conduct which, in the absolute discretion of PA, has brought or would be likely to bring You, Your sport, PA or the Team into disrepute or censure unless such conduct is disclosed in accordance with clause 23.1 of this deed and PA decides, in its absolute discretion, to confirm your eligibility notwithstanding such conduct;
 - (iv) You have not committed any offence under the anti-doping policy of the SIA, WADA, PA or Your National Federation for which a sanction imposed has not been discharged;
 - (v) You are eligible for inclusion in the Team in the relevant Classification; and
 - (vi) You are a member of Your National Federation.
- (b) You acknowledge that PA has sole responsibility for the entry and accreditation of Australian athletes in the Games and that this deed takes priority over any other agreement that You have or may have with any other person including any employer, manager, agent, consultant, adviser, coach, sponsor or any person or body with whom You may have contracted to provide services or benefits.

4. Your obligations

4.1 Compliance with Rules

(a) You must comply with any rules made by:

- (i) the IPC;
- (ii) PA;
- (iii) Your National Federation;
- (iv) the relevant IF;
- (v) the OCOG;
- (vi) SIA; or
- (vii) WADA,

in force during the Term, as amended from time to time, including but not limited to those listed in Schedule A (which may be amended from time to time).

(b) If You foresee or discover a conflict between any of the rules in clause 4.1, You must notify the Chef de Mission immediately. The Chef de Mission may then decide in his or her absolute discretion which rule (or relevant part thereof) shall apply to You and/or any particular circumstance.

4.2 General Obligations during the Term

For the Term You must:

- (a) comply with the terms of this deed;
- (b) comply with any reasonable direction from the Chef de Mission, including without limitation any direction which the Chef de Mission thinks is necessary or advisable as a result of alterations to procedures or protocols stemming from the matters referred to in Background paragraph F;
- (c) conduct Yourself in a proper manner so as not to bring Yourself, the Team or PA into disrepute, including during all media activity;
- (d) not do or omit to do anything that does or may denigrate, undermine or damage the reputation or profile of the IPC, PA, the Games, the OCOG or any of their sponsors;
- (e) respect the spirit of fair play and behave accordingly in the sporting arena;
- (f) comply with the rules of any event, competition or activity in which You have been selected to participate;
- (g) not make, comment, issue, authorise, offer or endorse any public criticism or statement having or designed to have a prejudicial effect on the interests of PA, the IPC, the Games or the Games generally as an event;
- (h) unless authorised by PA or the IPC, not participate in, promote, cause or permit any religious, political or commercial meetings or demonstrations at any place, including any Games Staging Camp Venues, Games Venues, or Games Villages;

- (i) maintain Yourself in the best possible physical and mental condition to enable You to compete in the Games to the standard specified in the Nomination Criteria;
- (j) report promptly for all training camps and development programs required by PA or Your National Federation;
- (k) once the details of insurance taken out by PA have been provided to you, ensure that you have taken out any insurance you need in addition to that taken out by PA as set out in clause 5.1(e);
- (l) disclose to the Chief Executive or Chef de Mission any matter which could or does affect your ability to continue meet the General Selection Criteria immediately upon becoming aware of any such matter;
- (m) where relevant, diligently complete the PA Parental Consent, Emergency Contacts and Risk Disclosure for Minors Form in Annexure B of this deed; and
- (n) diligently complete any survey or education module provided by PA from time to time.

4.3 Further obligations during the Games Period

- (a) During the Games Period You must:
 - (i) sign memorabilia for promotional use by PA as reasonably requested;
 - (ii) allow the PA Official Photographer to capture your Image (as those terms are defined in clause 9.1); and
 - (iii) observe and comply with all reasonable directions given by PA.
- (b) From the start of the Games Period until the conclusion of the Games, unless otherwise directed by the Chef de Mission, You must live inside the Games Villages or Australian Out of Village Accommodation and comply with all relevant Games Village rules.

4.4 Return to Australia

At the conclusion of the Games, You must return to Australia with the Team, or as otherwise directed by the Chef de Mission, on the date set by PA and keep Yourself available for media and promotional activity for a period of 30 days after the day You return to Australia.

5. Obligations of PA

5.1 Obligations

PA will:

- (a) select the Team to represent Australia at the Games in accordance with the PA General Selection Criteria;
- (b) appoint the Chef de Mission and all other PA support personnel to attend and represent PA at the Games;
- (c) obtain relevant information from You and complete Your entry requirements for the Games;
- (d) arrange and cover the cost of Your travel from your closest home port, to and from the Games, and ground transport at the Games;

- (e) arrange travel insurance and certain other insurances, the schedule of benefits of which is set out in Annexure C;
- (f) provide Your Uniform;
- (g) inform You of the necessary arrangements referred to in this deed by various means, including providing You with regular newsletters regarding preparations for the Games, inviting You to briefings, and providing You with written documentation;
- (h) provide advice and assistance to You for public relations and media and sponsorship matters which may arise during the Term of this deed; and
- (i) provide access to tickets to events at the Games subject to availability and at the discretion of the Chef de Mission or any other person appointed by PA.

5.2 Further obligations during the Games Period

From the start of the Games Period until the conclusion of the Games, PA will, subject to availability:

- (a) ensure You are provided access to appropriate medical, massage and physiotherapy treatment and facilities in the Games Village and, where or when available, at other Games Venues;
- (b) ensure You are provided with administrative and other support staff to facilitate Your participation in the Games, including accreditation and obtaining access to training and competition venues for Your sport; and
- (c) arrange Your accommodation at the Games Village.

5.3 Return to Australia

PA or the PA Sponsor will cover the cost of any accommodation:

- (a) in the circumstances referred to in clause 4.4, where PA requires You to engage in media and/or promotional events.

6. Media Obligations

6.1 Compliance with the PA Media Policy

- (a) You must not make public comment or communicate with the media in relation to Your personal performance in training or competition, relating to the Games, unless You comply with this clause 6 and the Media Policy in Annexure A.
- (b) For the Term of this deed You must ensure that any media interviews, personal blogs, personal websites, social media statements or statements on other internet or mobile platforms do not directly or indirectly represent (unless it is in fact the case) that Your Personal Sponsors or any Connected Parties are sponsors of, associated with, or otherwise have the approval of, or are affiliated with, the Team, PA, the IPC or the Games (including by the use of any PA Intellectual Property).
- (c) You agree and understand that:
 - (i) the spokesperson on all matters concerning the Team will be the Chief Executive or the Chef de Mission who may, in their absolute discretion, delegate responsibility for this role to any other official of the Team; and

- (ii) no person other than the Chief Executive or the Chef de Mission may comment on the arrangements for, or the venues of, the Games, the management of the Team, fellow Team members or coaches.

6.2 Reputation of PA and the IPC

When engaging in any media activity You must not do or omit to do anything which may denigrate, undermine or damage the reputation or profile of the IPC, PA, the Games or any of their sponsors.

6.3 Acknowledgments during media activity

From the beginning of the Selection Period You must, during the course of any interview or media activity, use Your best endeavours to acknowledge the support provided by:

- (a) PA;
- (b) the Australian Government;
- (c) Sport Australia (formerly the Australian Sports Commission); and
- (d) PA's major partners and other sponsors as advised by PA from time to time or listed on the PA website.

6.4 References to Selection

- (a) During the Pre-Selection Period, You must not make any statements regarding potential Selection, whether direct or indirect, until the Selection Date, whether to the media or otherwise.
- (b) After the Selection Date, You must not make any public statements regarding Your, or any other person's Selection or participation in the Games without prior approval from PA's Head of Communications, the Chef de Mission or the Chief Executive.

6.5 Media Blackout

- (a) For the Term of this deed You must abide by PA's Media Blackout Periods and any related restrictions published by the IPC and/or PA from time to time.
- (b) During the PA Media Blackout Period you may allow your name, image or likeness to appear in any media activity only in accordance with PA's Athlete Personal Sponsorship & Advertising Policy. Any other use is forbidden without the prior written consent of the Chef de Mission or their nominated representative, this includes any personal websites, where that implies a connection between any of Your Personal Sponsors or any Connected Parties and the Team, PA, the IPC or the Games, any interviews or acting as a journalist or author).

6.6 Media Availability

- (a) During the Term, You must attend up to five (5) appearances as a member of the Team at the request of PA and PA Sponsors, which may include televised, digital or print media appearances.
- (b) In addition to clause 6.6(a), You must make Yourself available for any media activity arranged by PA or PA Sponsors in accordance with this clause 6, provided that Your appearance relates to You being a member of the Team.
- (c) PA must provide reasonable notice of any required appearance under this clause 6.6 and Your attendance is required provided such involvement does not unreasonably interfere with Your training or any other prior commitments You have

which You have notified to PA or if participation would detrimentally affect Your preparation for, or competition at, the Games.

- (d) The Chef de Mission or his or her nominated representative will consider (in his or her absolute discretion) requests for Your exclusion from media activities under this clause 6.6 on a case by case basis.

6.7 Appearance during media activity

- (a) You must wear the Uniform or such other items of clothing as directed by PA during all media activity, unless otherwise agreed with PA.
- (b) PA or PA Sponsors will cover the cost of any reasonable travel and accommodation incurred by You in attending any media activities required under this clause 6 (excluding any commitments under clause 6.8).

6.8 Relationship with Australian Media Rights-holder or Media Partners

- (a) You are not required to make Yourself available for media activity arranged by the Australia Media Rights-holder or any Media Partners, however Your participation in any such activity is encouraged.
- (b) All requests for media time by the Australian Media Rights-holder or Media Partners should be directed to PA, which (subject to this deed) will facilitate Your involvement provided that:
 - (i) Your appearance relates to You being a member of the Team;
 - (ii) reasonable notice that Your involvement is requested has been provided by the relevant Australian Media Rights-holder or Media Partner;
 - (iii) involvement does not unreasonably interfere with Your training or any other prior commitments You have;
 - (iv) participation would not detrimentally affect Your preparation for, or competition at, the Games;
 - (v) Your involvement does not contravene any PA sponsorship arrangements in place in support of the Team, PA, the IPC, OCOG or the Games generally; and
 - (vi) the Australian Media Rights-holder or Media Partner agrees to cover the cost of any reasonable travel and accommodation incurred by Your involvement in the activity.

7. Sponsorship

7.1 Personal Sponsor Agreements

- (a) Prior to 30 April 2021, You must notify PA of all agreements with Personal Sponsors, and provide all relevant details. After that date you must notify PA (together with the provision of all relevant details) of any Personal Sponsorships entered into within 3 business days of agreement being reached between You and your Personal Sponsor.
- (b) Where PA, acting reasonably, makes a decision that a Personal Sponsor Agreement causes or may cause a breach of this deed:
 - (i) PA must notify You of its decision; and

- (ii) You must use all reasonable endeavours to, in connection with PA, to avoid or rectify the breach or potential breach of this deed.
- (c) Subject to clause 7.1(f), during the Term You may appear or participate in any advertising, sponsorship, endorsement, fundraising, or promotional activity for Personal Sponsors or Connected Parties, provided such activity:
 - (i) is the subject of a Personal Sponsor Agreement;
 - (ii) does not cause or allow to take place a breach of clause 10;
 - (iii) does not relate to Your membership of the Team;
 - (iv) does not relate to Your athletic performance at the Games or any previous games in which You have competed;
 - (v) does not cause or allow to take place a breach of clause 8; and
 - (vi) does not directly or indirectly represent that the Personal Sponsor:
 - A. is a sponsor of; or
 - B. is associated with; or
 - C. is affiliated with; or
 - D. otherwise has the approval of,
 any of the Team, PA, the IPC, the OCOG or the Games.
- (d) During the Games Period and the Media Blackout Period You may appear, participate in and allow advertising, sponsorship, endorsement, fundraising, or promotional activity for Personal Sponsors or Connected Parties provided that it is in accordance with the PA Athlete Personal Sponsorship & Advertising Policy. This clause 7.1(d) applies to advertising, sponsorship, endorsement, fundraising, and promotional activity undertaken prior to and during the Media Blackout Period.
- (e) If You become aware that a Personal Sponsor or Connected Party has used Your image, likeness or name in breach of clause 7.1(c) You must immediately inform PA of such unauthorised activities.
- (f) During the Games Period You must not carry any other marks on any sporting equipment or attire, other than the manufacturer's name/logo and provided it is within the IPC specifications.

7.2 Relationship between Personal Sponsor Agreements and PA Sponsors

- (a) During the Term You must assist, and co-operate with, PA and PA Sponsors in relation to promoting the Games and comply with all reasonable directions of PA in assisting PA and PA Sponsors.
- (b) Where a promotion or sponsorship request by PA or a PA Sponsor is in direct conflict with a Personal Sponsor Agreement, PA will use reasonable endeavours to work with You and Your Personal Sponsor to resolve the conflict.

8. Use of Intellectual Property

- (a) You acknowledge that PA owns or, controls all rights in and has the right to use, the Intellectual Property.

- (b) Subject to this deed, You may use the Intellectual Property only as notified to You in writing by PA.
- (c) Any use of Intellectual Property under clause 8(a) must relate to Your membership of the Team and must not imply any association between any Personal Sponsor and PA.
- (d) Subject to clause 8(a), You agree that:
 - (i) You may not; and
 - (ii) Your Personal Sponsors or Connected Parties may not;at any time use, allow, or assist any third party to use, in any manner, any of the Intellectual Property.

9. PA's use of Your Image

9.1 Use of Your Image by PA

- (a) For the purposes of this clause:

PA Official Photographer means each company or individual nominated to be the official photographer for the Games as advised by PA from time to time.

Complaint means a complaint made under clause 9.1(d).

Image means any photograph or similar product which is produced by the PA Official Photographer during the Term.
- (b) Notwithstanding anything in this clause 9, PA may, in its absolute discretion, use Your Image for the purpose of promoting PA, the Games, the Team, the PA Sponsor and any other PA Stakeholders of any kind.
- (c) Where the use of Your Image is to occur after the:
 - (i) expiry, in accordance with clause 2; or
 - (ii) termination, in accordance with clause 15 or 16,of this deed, PA will provide reasonable notice of such use of Your Image.
- (d) If, after notice is provided under clause 9.1(c), You wish to make a complaint as to the use of Your Image, You may make such complaint, in writing, to PA, the Chef de Mission or the Chief Executive.
- (e) Where a Complaint is received PA warrants that it will give proper consideration to any genuine concern raised in any Complaint made in good faith.

9.2 Assignment and licensing of Your Image

- (a) PA may sublicense the use of Your Image under clause 9.1:
 - (i) at any time to anyone other than a Sponsor provided it is for the direct purpose of promoting PA, the Games, the Team, and/or any other PA Stakeholder of any kind;
 - (ii) to a Sponsor only at any time from the date of this Deed until the end of the Games Period;

- (iii) provided, however, that there shall be no restriction on PA sublicensing an image which depicts at least 3 other athletes as well as including Your Image.
- (b) PA agrees that the use of Your Image under clause 9.2(a) does not imply that You are personally commercially endorsing any products or services unless You have a separate agreement with the sublicensee under clause 9.2(a).
- (c) You may not assign or license any rights to Your Image to any person or organisation in a way that would or would purport to prevent PA from using Your Image under clause 9.

10. Uniform

10.1 Obligations during the Term

- (a) You must keep confidential the design and other details of the Uniform until such details are disclosed by PA to the public.
- (b) You must comply with all requirements related to the Uniform and clothing supplied to You as a member of the Team as notified to You by PA or as directed by the Chef de Mission.
- (c) If You are unsure of Your obligations in relation to the Uniform, You must seek clarification from PA or the Chef de Mission prior to wearing the Uniform or any other clothing at any public appearances, events, competitions or media appearances.
- (d) From the commencement of the Pre-Games Staging Period You must not cause or permit, except in the case of the Uniform, any form of publicity or propaganda to appear on sportswear, accessories or any article of clothing or equipment whatsoever worn or used by You.
- (e) Throughout the Games Period, You must exclusively:
 - (i) wear the Uniform; and
 - (ii) use the equipment supplied to You as a member of the Team, unless PA has given prior approval to You for the use of other equipment.
- (f) When wearing the Uniform:
 - (i) You must not wear any item of apparel branded or manufactured by any person or organisation other than the supplier of the Uniform or a PA Sponsor, without prior approval from PA or the Chef de Mission including, but not limited to exchanging any items in the Uniform for Your personal items;
 - (ii) any personal accessories must be kept to a tasteful minimum.
- (g) You must not:
 - (i) wear the Uniform at any event, appearance or activity except as required by clause 10.1(e);
 - (ii) appear or be shown wearing the Uniform in any media, promotions, advertising, images or film for Personal Sponsors or Connected Parties, unless they are also PA Sponsors;

- (iii) alter the Uniform in any way (including, but not limited to, removing sleeves, shortening or lengthening skirts, adding logos of Personal Sponsors or Connected Parties); or
 - (iv) wear any clothing or accessories that PA or the Chef de Mission, in their absolute discretion, deem inappropriate,
- without prior written approval from PA.
- (h) Where approval is granted under clause 10.1(g), any branding of PA, a PA Sponsor, the IPC or the OCOG must not be in any way obscured on any item of the Uniform.

10.2 Obligations which extend to after the Term

After the Term:

- (a) You may wear the Uniform for Games heritage or personal purposes (such as a conference or school visit) but must not wear it or be pictured in it in any way which implies an endorsement by PA, the IPC or the OCOG of any of Your Personal Sponsors;
- (b) You must not wear, provide, sell or use, for gain by any commercial party other than a PA Sponsor, any part of Your Uniform.
- (c) You must not wear the Uniform in any manner which may bring PA, the IPC, the Team or the Games into disrepute.

10.3 Exemptions

PA may, in its absolute discretion, in exceptional circumstances, grant exemptions to the obligations set out in this clause by agreement with You. Such exemptions may apply for the Term of this deed or on a case by case basis for a specific occasion.

11. Anti-doping and use of Illicit Substances

11.1 Compliance and cooperation with anti-doping rules

- (a) You must not engage in doping and must comply with the anti-doping provisions in any rules referred to in clause 4.1.
- (b) You must fully cooperate with, and You consent to, any anti-doping organisation at any time during the Term:
 - (i) undertaking tests, including requiring You to provide samples;
 - (ii) carrying out other investigations; and
 - (iii) taking any other steps as permitted by the anti-doping provisions in any rules referred to in clause 4.1.
- (c) You must comply with any request relating to anti-doping education made by PA.
- (d) You agree that any anti-doping organisation (formed under or for the purpose of administering anti-doping rules under any rules referred to in clause 4.1), may collect, hold, use and disclose any personal information about You obtained from those tests, investigations or other steps referred to in clause 11.1(b), to the extent specified in the applicable rules.

- (e) You must not use, attempt to use, have in your possession or attempt to have in your possession an Illicit Substance.
- (f) You must notify the Chief Executive, in writing, of any pending doping infringement or case against You at the time You execute this deed or as soon as You become aware of one during the Term of this deed.

11.2 PA's right to search and seize

- (a) You authorise PA and its authorised officers or nominees to:
 - (i) search any bags and possessions You may bring into the Pre-Games Staging Camp or Games Village or otherwise have in Your possession, custody or control at any Games Venue or other venue;
 - (ii) search Your clothing whilst You are in transit to, or in a Pre-Games Staging Camp, Games Venue, the Games Village or other venue; and
 - (iii) confiscate any substance discovered as a result of a search conducted under this clause 11.2 which they believe or suspect to be a substance prohibited under the PA Anti-Doping Policy.
- (b) You acknowledge that PA may have any such substance analysed at its expense to determine whether or not it is a prohibited substance and that PA will return what remains of a substance to You if the analysis determines that it is not prohibited under the PA Anti-Doping Policy.

12. Match fixing and betting

- (a) You must comply with all laws, rules, policies and procedures related to match fixing, betting and/or other forms of corruption and misconduct that Your National Federation, PA, the relevant IF, IPC and any other applicable organisations, issue during the Term.
- (b) You must disclose to Your National Federation and PA any activity You become aware of which You suspect may be in breach of such rules, laws, rules, policies and procedures.
- (c) You must not:
 - (i) bet, wager upon or accept, give or in any way be involved in any inducement or bribe in relation to Your own performance at the Games or the performance of any participant at the Games;
 - (ii) have any relationship with any gambling organisation or an employee of or consultant to any such organisation unless such relationship is approved by the Chief Executive.

13. Medical Information

13.1 Medical Records

- (a) You must provide PA access to all of Your relevant medical information, including, but not limited to:
 - (i) any medical records, including records of a Medical Practitioner relating to:
 - A. any illness, injury, or condition, including details of any treatment undertaken by You; and

- B. any physical or psychological disability, illness, disease or injury You have suffered from (whether this is continuing or not); and
- (ii) details of any drugs or medication taken, or consumed by, or administered to, You (including prescription and non-prescription drugs and medication).
- (b) During the Term, if You become aware of any additional information which has not previously been disclosed to PA under clause 13.1(a) that may prevent You preparing for, or competing in, the Games, You must notify PA and provide it as soon as reasonably possible after becoming so aware.
- (c) You irrevocably authorise any Medical Practitioner with whom You have consulted (or consult with after the date of this deed) to provide medical records to PA and discuss Your medical records with PA, at the request of PA. You irrevocably agree that this authorisation may be revealed by PA to any such Medical Practitioner and that You will cooperate as directed by PA to ensure that PA is provided such records and has such discussions with such Medical Practitioner.

13.2 Agreement to undergo medical examinations and tests

- (a) During the Pre-Selection Period and as a condition of Selection, You must undertake any medical examinations, tests and performance assessments as required by PA or the Chef de Mission to determine Your fitness or otherwise to compete in the Games (a **Health and Performance Assessment**).
- (b) If selected in the Team, You must:
 - (i) undertake any further Health and Performance Assessments as may be reasonably required by PA from time to time; and
 - (ii) either undergo any immunisation or related procedure that is reasonably required by PA or any Medical Practitioner appointed by PA for the Games or withdraw from the Team.
- (c) Any Health or Performance Assessment, including immunisation, required will be at the expense of PA and administered by a medical professional determined by PA.
- (d) You must comply with all reasonable directions given by the Chef de Mission, or their nominee, in relation to Your health and fitness.

13.3 Results of Health and Performance Assessments

Where, in the absolute discretion of PA the results of a Health and Performance Assessment indicate that Your ongoing participation in the Games would constitute an unacceptable risk of:

- (a) causing harm, injury or death to Yourself;
- (b) causing harm, injury or death to another member of the Team;
- (c) aggravating an existing physical or psychological disability, injury or illness You may have; or
- (d) infecting other members of the Team, any PA officer, employee or contractor or any participant in the Games,

PA may suspend Your participation in the Team and/or any activities involving the Team (or any part of it) or any event at the Games.

13.4 PA's use of medical information

Any medical information disclosed to PA under this clause 13:

- (a) must be kept strictly confidential and disclosed only to necessary and appropriate persons in accordance with this deed or as authorised by You;
- (b) may be kept, made available and added to by the medical professional who examined You under clause 13.2, and any other PA support personnel (as agreed with You);
- (c) must be made available to other members of Your health and/or support team, particularly the Chief Executive and the Chef de Mission.

14. Classification

14.1 General

- (a) You must:
 - (i) make Yourself available to undertake international Classification as required throughout the Term by PA and/or IPC in accordance with Your relevant IF classification rules and abide by Your relevant IF Classification rules;
 - (ii) understand it is your responsibility to familiarise yourself with and comply with all requirements of the IPC Athlete Classification Code and Your IF Classification rules; and
 - (iii) be knowledgeable of and comply with your role and responsibilities as an athlete, and cooperate with your NF, PA, the IPC, the IF and their respective classifiers and medical assessors.
- (b) You warrant that You have not committed any offence under Your IF classification rules, IPC Athlete Classification Code, PA classification rules or Your national sporting organisation or national sporting organisation for the disabled, as the case may be.
- (c) You acknowledge that Your Nomination Criteria will be adversely impacted upon by any relevant classification changes, as a result of athlete re-evaluation or IF classification rule changes.
- (d) You must comply with any request relating to Classification education made by PA.

14.2 Disclosure Obligations

You must disclose to PA, PA Management and National Federation Program Management details of:

- (a) Your Classification;
- (b) any medical intervention and/or changes to Your impairment that occur following sport class allocation; and
- (c) any changes to Your equipment for competition that occurs following sport class allocation.

14.3 Intentional misrepresentation

- (a) You must not intentionally misrepresent, by either action or omission, Your skills and/or abilities and/or the degree or nature of Your eligible impairment, or otherwise be in breach of the relevant IPC classification rules (**Intentional Misrepresentation**) during Athlete Evaluation or at any other time after the allocation of a Sport Class to You.
- (b) You must not be involved in any way, either personally or with a third party with any form of Intentional Misrepresentation.
- (c) You agree to cooperate with any investigation concerning a violation or potential violation of Your IF classification rules.

15. Sanctions

- (a) Where there has been an alleged breach by You of this deed, PA, acting through the Chief Executive or Chef de Mission, may:
 - (i) undertake such enquiries as are considered appropriate, having regard to the nature of the alleged breach;
 - (ii) inform You of the particulars of the alleged breach, any information obtained regarding the alleged breach, and the Sanctions that may be imposed if it is determined that a breach has occurred;
 - (iii) give You an opportunity within a reasonable time to provide Your response to the particulars of the alleged breach and any information disclosed to You; and
 - (iv) determine whether a breach has occurred and inform You and Your National Federation in writing of such determination.
- (b) If PA determines that a breach by You of this deed has occurred, PA may take all or any one or more of the following actions:
 - (i) if the breach occurs prior to the Games Period, withdraw Your selection from the Team;
 - (ii) terminate this deed by giving You written notice to that effect;
 - (iii) terminate Your membership of the Team;
 - (iv) require You to leave the Games Venue and/or the Games Villages;
 - (v) exclude You from competition at the Games;
 - (vi) cancel and impound Your Games accreditation card to prevent You access to the Games Venues and Games Village;
 - (vii) require You to return to Your usual place of residence;
 - (viii) in the case of a breach of clause 4.2(f), require You to withdraw or delete any comments made and/or issue a PA approved amending statement or apology if determined appropriate by PA;
 - (ix) take steps to prevent You from being eligible for consideration for selection for future PA selected teams;

- (x) in accordance with the PA General Selection Criteria, refer the matter regarding the breach to Your National Federation to be dealt with in accordance with applicable rules of the National Federation; or
 - (xi) impose such other sanctions on You as are considered appropriate in the circumstances.
- (c) If any of the Sanctions are imposed on You, this deed, excluding clause 5 shall continue in force until its termination.

16. Termination of deed

- (a) This deed may be terminated prior to the end of the Term by:
 - (i) You withdrawing from the Team in accordance with clause 16(c); or
 - (ii) written agreement between You and PA.
- (b) This deed automatically terminates if You are not selected to be a member of the Team.
- (c) You may withdraw from the Team provided:
 - (i) You are acting reasonably and in good faith; and
 - (ii) You give the Chief Executive not less than twenty-one (21) days' written notice of Your withdrawal. unless otherwise determined in writing by the Chief Executive.

17. Appeals

17.1 Selection Appeal

- (a) If You are not selected to be a member of the Team by PA You may appeal to PA (**Selection Appeal**) in accordance with clause 17.3.
- (b) Any decision of PA made in accordance with clause 17.3 will be final.

17.2 Sanctions Appeal

- (a) If PA imposes a Sanction on You, You may appeal to PA (**Sanction Appeal**) in accordance with clause 17.3.
- (b) Any decision of PA made in accordance with clause 17.3 will be final.

17.3 Procedure for appeal

- (a) You must submit a notice of Selection Appeal or Sanctions Appeal (as applicable), in writing, which may be sent by email or facsimile (**Notice of Appeal**) and must be received within 24 hours of Your receipt of notice of the failure to be selected.
- (b) The Notice of Appeal must set out:
 - (i) the decision to which the appeal relates;
 - (ii) the ground on which the appeal is made;
 - (iii) the reasons or circumstances supporting the grounds of appeal; and

- (iv) any other information which You deem pertinent to the appeal.
- (c) Within 48 hours of receipt of the Notice of Appeal, PA shall appoint an appeals committee which shall comprise no less than three people (**Committee**) and shall notify You of the composition of the Committee and the timing of the hearing of the appeal.
- (d) The Committee shall include:
 - (i) the Chief Executive;
 - (ii) a member of the PA Board; and
 - (iii) a person independent of PA (who shall be the appointed as chairperson of the Committee).
- (e) The appeal shall be heard as soon as reasonably practicable, following the formation of the Committee.
- (f) The Committee may determine its own procedure as to how the appeal process will be run, provided it complies with the principles of natural justice and advises You of that procedure.
- (g) The Committee shall consider the evidence and make a determination as soon as reasonably practicable after the hearing.
- (h) Within 24 hours of making a decision, the Committee must notify You and PA in writing of the decision, which will be binding on You.

18. Dispute resolution

If any dispute arises between You and PA (including the Chef de Mission) in relation to the meaning and application of this deed (excluding clauses 15, 16 or 17) the parties agree that they will:

- (a) use their best endeavours to resolve the difference or dispute by agreement between them and if necessary appoint, for that purpose, a mutually agreeable mediator;
- (b) if agreement cannot be reached within a reasonable time by the process in clause 18(a), submit the dispute to the Tribunal within five (5) days of the date of the meeting in clause 18(a) and determined in accordance with the relevant rules of the Tribunal; and
- (c) the decision of the Tribunal shall be final and binding on the parties and it is agreed that neither party may commence proceedings in any court or tribunal other than the Tribunal.

19. Indemnity

- (a) You agree that PA will not be liable to You for any loss, damage, expense or injury of any kind to You or Your property arising from or in connection with, directly or indirectly, any act, omission or fault of PA unless it arises as a direct result of a deliberate and wrongful act or omission by PA.
- (b) For the purposes of this clause 19, PA includes its members, officers, staff, support personnel, coaches and officials.

- (c) You agree not to sue, or take any legal, administrative or other action (or assist any other person to take any such action) and hereby release, indemnify and keep indemnified PA from and against all actions, suits, causes of action, proceedings, claims, demands, costs, expenses and damages (whether in respect of damage to property, personal injury or otherwise, and including all legal costs and other expenses suffered or incurred by You) which may be incurred by PA or taken or made against PA arising out of any act or omission by You during the Term of this deed.

20. Effect of other documents

- (a) The PA General Selection Criteria is deemed to be incorporated into this deed.
- (b) To the extent of any inconsistency between the terms of the PA General Selection Criteria or the rules and regulations of the IPC and this deed, this deed shall prevail.

21. Privacy

- (a) You acknowledge and agree that Your Personal Information (including health information) may be handled by, and collected and disclosed between PA, any Medical Practitioner appointed by PA for the Games, any Medical Practitioner, Chef de Mission or any other relevant persons (as appropriate) during the Term, for the purposes of this deed and managing Your membership of the Team.
- (b) Your privacy is important to PA. As such, in handling Your Personal Information, PA will, and will instruct any Medical Practitioner appointed by PA for the Games and the Chef de Mission to:
 - (i) comply with PA's privacy policy as advised from time to time and published on the PA website;
 - (ii) comply with the Privacy Act, including the Australian Privacy Principles and all other applicable privacy laws as may be in force from time to time which regulate the collection, storage, use and disclosure of information, as if it were regulated by those laws.
- (c) You should note the following:
 - (i) Subject to some exceptions in the Privacy Act, You have a right to access Your Personal Information.
 - (ii) Your ability to be a member the Team will be affected if Your Personal Information is not provided to PA, any Medical Practitioner appointed by PA for the Games, the Chef de Mission and the other organisations specified below:
 - A. Sport Australia; or
 - B. one of the state Institutes or Academies of sport.
- (d) PA will provide reasonable assistance to You in the resolution of any complaint You make alleging a breach of clause 21(b) by PA, any Medical Practitioner appointed by PA for the Games or the Chef de Mission.

22. General

22.1 Not an employee

You acknowledge and agree that by entering into this deed, You are not an employee of PA.

22.2 Notices

A notice under this deed must be in writing and may be given personally or left at, or sent by post, email or facsimile to, the address supplied by You and PA for that purpose and a notice will be taken to have been received 3 days after it has been left at or sent to the relevant address in accordance with this clause, unless the sender is, or ought on reasonable grounds be, aware that the notice has not been delivered.

22.3 Variation to deed

The parties agree that, subject to the right of PA to amend this deed at any time prior to the Nomination Date in accordance with the PA General Selection Criteria, any amendment to this deed will only be valid if it is signed in writing and signed by both parties.

22.4 Confidentiality

Each party to this deed must treat this deed and all information obtained by the party in connection with this deed as (and take all reasonable steps to ensure they remain) strictly confidential except where this deed specifically contemplates otherwise.

22.5 Governing Law

This deed shall be governed by and is to be construed in accordance with the laws of New South Wales, Australia.

22.6 Entire Agreement

This deed supersedes all previous agreements in respect of its subject matter and sets out the entire agreement between the parties.

23. Disclosure

23.1 Athlete’s Disclosure

- (a) Please identify if there are any matters to be disclosed in respect of clause 3(a)(iii) of this deed (including any disreputable conduct, any criminal convictions or charges).
- (b) PA may, in its absolute discretion, confirm your eligibility notwithstanding any matters disclosed below.
- (c) Any matters disclosed below will be treated as personal information and handled in accordance with the PA Privacy Policy.

Schedule A Specific Rules

- PA General Selection Criteria*
- Your sport specific Nomination Criteria*
- PA Integrity Framework (including the Codes of Conduct, People Protection Policy)*
- PA Equal Opportunity and Anti-discrimination Policy*
- PA Athlete Personal Sponsorship & Advertising Policy*
- PA Team Policies (including the PA Social Media Policy)*
- Any media directives or guidelines issued from time to time by the Chef de Mission or Head of Communications and published on the PA website*
- Any medical or personal safety directives or guidelines issued from time to time by the Chef de Mission or PA Chief Medical Officer and published on the PA website*
- The WADA Code as implemented in Australia by the Sports Anti-Doping Rules made under the Sports Anti-Doping Act 2006
- The anti-doping rules, regulations and policies of the relevant IF
- PA Anti-Doping Policy which consists of the Sports Anti-Doping Rules issued by ASADA and as amended from time to time*
- The sports anti-doping rules, regulations and policies of Your National Federation and the Sports Anti-Doping Rules made under the Sports Anti-Doping Act 2006 as amended from time to time
- The IPC Medical and Anti-Doping Code*
- The IPC Athlete Classification Code*
- The classification rules, regulations and policies of the relevant IF
- PA Classification Policy*
- The classification rules, regulations and policies of the relevant national sporting organisation or national sporting organisation for the disabled.

* Available on the PA website (www.paralympic.org.au)

Schedule B Intellectual Property

Trade Marks

The following trade marks are owned by PA and can only be used according to the conditions of this deed. Any use must adhere to the PA Brand & Commercial Guidelines.

Paralympics Australia (PA) corporate logo

Please note that this is a registered trade mark.



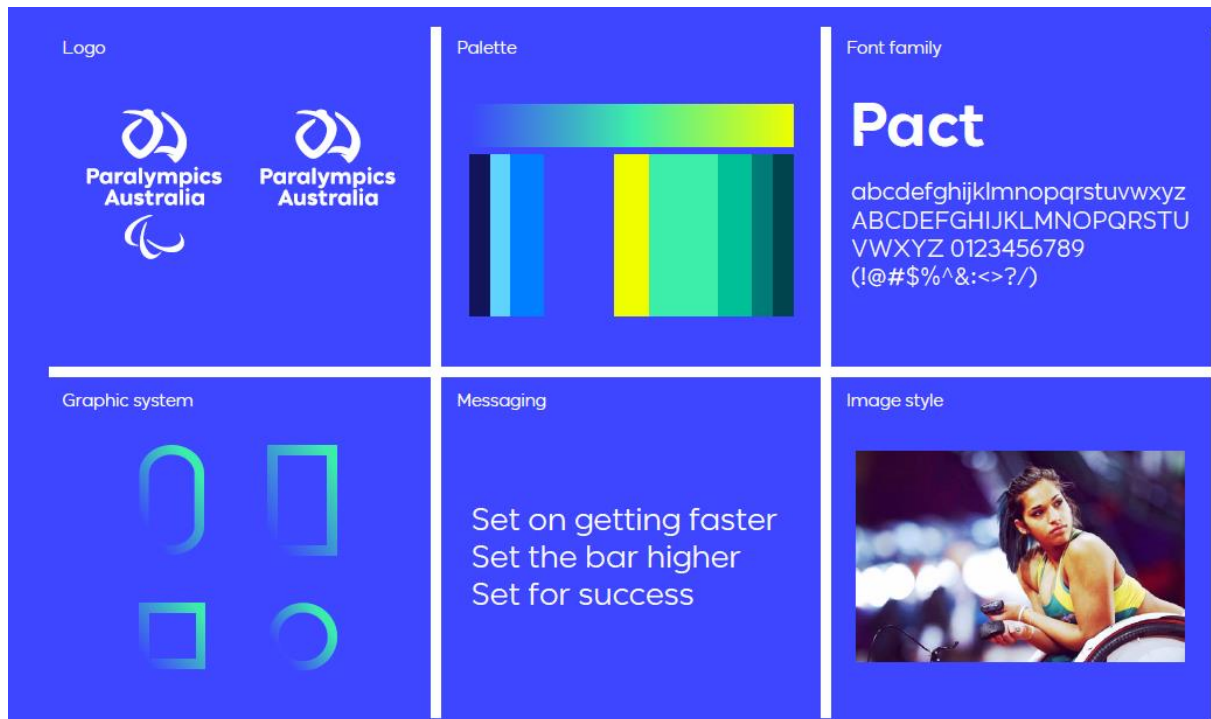
PA Lizzie the Lizard Mascot



Paralympic Properties include (but are not limited to):

- ✓ The word Paralympic
- ✓ The word Paralympian
- ✓ Australian Paralympic Team
- ✓ AUS Squad
- ✓ #ReadySetTokyo
- ✓ Spirit in Motion
- ✓ Images and footage taken by Paralympics Australia

PA visual graphic/colour scheme



IPC Logos

Multiple variants exist and all are under the guardianship of PA. The most common versions are:



OCOG Logos & Mascot

Multiple variants exist and all are under the guardianship of PA.



Executed as a deed

PA

Signed, sealed and delivered by PA:

Signature

Full name of PA Representative

Athlete

Signed, sealed and delivered by You:

Signature

Full name of Athlete

By Parent or Guardian where You are under 18 years of age

In the case of an athlete under 18 years of age as at the date of signing this deed, it must **also** be signed by the parent(s) or guardian(s) of the athlete.

I/We are the parents/guardians of the athlete, and we acknowledge and agree to the acknowledgments and conditions specified in this deed

Signature: Dated:

Name:

Annexure A Media Policy

4.1 Media

a) Policy Purpose

To provide guidelines for Team Members when creating, initiating or responding to all forms of media, including, but not limited to:

- media rights holders and non-rights holding;
- accredited press and photographers;
- Non-accredited media;
- personal websites;
- third party websites;
- blogs;
- social media.

b) Policy Statement

b) (i) Media coverage of the Paralympic Games and the Australian Paralympic Team (Team) is an important element of Australia's Paralympic performance. A strong and positive media profile encourages participation in Paralympic sport by future generations of Paralympic athletes. It enhances the support of PA's sponsors and other contributors, including government at all levels. It boosts Team morale.

b) (ii) PA makes a significant commitment to generating media coverage of Paralympic sport and the Paralympic Games in Australia. PA incorporates into the Team management structure staff members who are responsible for coordinating all media contacts for print, television, radio and online media for the duration of the Games. PA's General Manager, Communications has been appointed as the Head of Communications for the Team and is assigned overall responsibility for media issues within the Team.

b) (iii) PA encourages and appreciates the cooperation of all Team Members in meeting the demands of the media throughout the Games period. PA seeks the assistance of athletes in making themselves available for interview and content requests through the PA media team, where reasonable and always bearing in mind that athlete performance is the highest priority.

b) (iv) During the Paralympic Games, media may seek comment on a range of issues - which can be positive or negative – and which extend beyond sport performance.

b) (v) Athletes may be invited to share their personal Games' experiences.

b) (vi) Athletes may have or wish to create personal websites and to have a presence on social sites such as Facebook and Twitter.

c) Team Membership Deed

Members of the Team should ensure they are acutely aware of their obligations with respect to media as detailed in the Team Membership Deed (Clauses 4, 6 & 10).

d) Policy Implementation - Media Guidelines

d) (i) Head of Communications to coordinate

All media interviews, media releases/information will be coordinated and distributed from Team Headquarters within the Village or the PA Office in Australia under the direction of the Head of Communications.

All requests for media interviews made direct to athletes, except those in the mixed zone, are to be referred to the Head of Communications or a Media Liaison Officer (MLO) through the sport Team Manager for the Team Member concerned.

All Team Members have the right to refuse interviews.

d) (ii) Team spokespeople

The Chef de Mission is the spokesperson for the Team during the Paralympic Games.

During the Games the Chef de Mission may authorise other officials of the Team to be spokespeople on matters relating to their Team responsibilities.

The President and Chief Executive of PA are the spokespeople for Paralympics Australia during the Paralympic Games.

The President and Chief Executive are the only people who may authorise others to speak on behalf of PA during the Games.

Please do not make any Team or PA announcement unless you have received appropriate approval.

d) (iii) Team Members' personal opinions

Team Members may express their personal opinions during interviews where they are not in conflict with any of the PA Team policies, the IPC Code of Ethics and the Team Membership Deed.

During interviews or at any time when media may be present, Team Members may not criticise their opponents, other Team Members or their performances.

d) (iv) Team Members not to report

With the exception of those Team Members who have been specifically appointed to a media role within the Team, Team Members are not permitted to act as a journalist in any capacity in either a paid or a voluntary basis, including reporting on events or any aspect of the Team Member's participation, and providing photo or video images of the Games, to any form of media outlet, including websites.

d) (v) Team Member columns in media

Team Members may apply to the Chef de Mission in writing prior to their entry into the Games' Village for permission to write or contribute to a column, or regular article, or blog in a newspaper, magazine, podcast, vlog or any other form of media which takes the form of a personal diary or journal.

The application must contain information about the publication, the diary/journal size and how often it will be published.

Any application must guarantee that such diary/journal will not contain any interviews with, observations of, or stories about, any other Australian Team Member or any person from any other country who is a participant at the Paralympic Games in any capacity.

Such diary/journal must be limited to descriptions of the Team Member's own personal Paralympic experience. It may include descriptions or accounts of conversations with other Team Members or other games participants, but these accounts or descriptions cannot be presented as commentary, speculation or opinion about that other person or their activities.

Permission may be granted at the sole discretion of the Chef de Mission or their nominee. Permission may be withdrawn at any time if, in the opinion of the Chef de Mission, the Team Member contravenes their Team Membership Deed or this policy in any way.

Team Members who are granted permission to write or contribute to a diary/journal are advised to show all proposed content to a MLO or the Head of Communications prior to submitting it for publication. However, the Team Member remains responsible for all content at all times.

d) (vi) PA media protocols

All requests for media interviews except those in the mixed zone are to be made through the Head of Communications or a MLO.

The Australian media rights holders may be granted access to athletes and Team staff ahead of non-rights holders. Where possible, MLO(s) will advise Team Members of any requests prior to their events and/or management duties to ensure that PA's obligations to the rights holders can be met.

If journalists or other media representatives contact athletes and/or Team officials direct for interviews, these requests are to be referred to the Head of Communications or a MLO through the sport Team Manager for approval and coordination.

Team Members are not to grant interviews to media representatives, even if they are well known to them, without first checking with their sport Team Manager, who will confirm with the relevant MLO. This will help to avoid journalists contacting athletes at inappropriate times.

The Head of Communications may choose to review these media protocols at any time to ensure PA achieves the best possible media coverage.

All key messages, including acknowledgement of PA and PA sponsors should be agreed between the interviewee and the MLO (on behalf of Team management) prior to a media interview.

d) (vii) Responses to media

Only those authorised by the PA President or Chief Executive have permission to represent PA and discuss issues linked to the Team and/or PA through social media.

Only those authorised by the Chef Mission have permission to represent the Team and discuss issues linked to it. If you do not have authority then you must not imply that you are in any way authorised to speak on behalf of PA or the Team.

Please do not respond directly to any media enquiries you receive online. These requests are to be referred to the Head of Communications or a MLO through the sport Team Manager.

If expressing your own views and opinions about the Team, PA, or the Paralympic movement, you must use a disclaimer. An example of a disclaimer is: "*these are my views only and may not reflect the views of PA.*"

If you are unsure of answering a question directed at you, please do not answer, but instead respond with: '*That's a good question. Let me check and I'll get back to you as quickly as I can*'. Please then contact the Head of Communications or a MLO to receive further guidance.

e) Social Media Guidelines

e) (i) Social media, including blogs, personal websites, video and photo sharing websites

PA encourages Team Members to share their Games experience through social media.

It is a condition of Team membership that such contributions must conform to the *IPC Digital Media Guidelines for Persons Accredited at the Tokyo 2020 Paralympic Games* which are published on the IPC Website (www.paralympic.org) and attached to this policy.

Please be aware that it is very easy for PA to track and identify the source of any comments in the media and social media environment. If you make comments, or post content that contravenes these guidelines the issue will be escalated by PA as required.

This section incorporates a summary only of the IPC Digital Media Guidelines and Team Members are encouraged to read the full document.

Team Members may maintain a blog, a social media site or a personal website and may contribute to video and photo sharing sites during the Paralympic Games.

Team Members may express their personal opinions on their blog, website or social media sites where they are not in conflict with any of the Team policies, the IPC Code of Ethics and the Team Membership Deed.

Team Members may not criticise their opponents, other Team Members or their performances. Content posted by the Team Member must be limited to descriptions of the Team Member's own personal Paralympic experience. It may include descriptions or accounts of conversations with other Team Members or other games participants, but these accounts or descriptions cannot be presented as commentary, speculation or opinion about that other person or their activities.

Please be aware that it is very difficult to take-back or remove any comments from the social media environment. Please be certain that your comments will not be damaging to any parties. This includes exercising caution in relation to any comments you may have regarding your sponsors (where applicable), PA's sponsors or affiliates, the Team, religious, cultural or political issues, or any form of propaganda or advertising. When in doubt, please seek the assistance of the Head of Communications or a member of the Team media staff.

If you do make a mistake in the social media environment (i.e. accidentally posting inaccurate information) please notify the Head of Communications or a member of the Team media staff as soon as possible; they will advise on the best course of action.

When engaging in the social media environment please avoid "astroturfing". Astroturfing involves unethical influencing of online polls, rankings, or to increase web traffic to a website.

Do not include PA trademarks or logos in your postings. Logos and symbols associated with the Paralympic Games, the IPC, Games Organising Committee and PA may only appear on personal websites and blogs where they are coincidental to editorial content or in images. Under no circumstances may any of the foregoing logos and symbols appear on a Team Member's personal website or blog in such a way as to give the impression that the Team Member or any third party is associated with the organisations or events represented by those symbols or logos.

Team Members may not include any commercial reference in association with any Paralympic content posted on their blog or personal website. Specifically, the logos, slogans, brand names or messages of commercial companies may not be visible on the blog or website at the same time as Paralympic content. The only exception is the sponsors of the IPC or the 2020 Paralympic Games or the official broadcast rights holders of the Games.

Team Members are responsible for taking all reasonable steps to ensure that there is no unauthorised use of their material by third parties.

e) (i) Authorised publication of imagery on social media, including blogs, personal websites, video and photo sharing websites

Team Members may upload -photos from the Paralympic Games from inside and outside the venues for personal use. It is not permitted to commercialise, sell or otherwise distribute these photographs.

Such pictures must not infringe on a person's confidentiality or bring the Paralympic movement in disrepute. If other people are featured in still pictures, their consent to publish it must be obtained.

Team Members may not take pictures in back-of-house areas of any competition venues, including, but not limited to, warm up areas, locker rooms, call rooms, Paralympic Family lounges, and field of play.

The use, other than purely personal use, of video or other moving images of the Games events (including sport events, opening, closing and medal ceremonies) is not permitted, regardless of how the images were obtained.

The IPC Digital Media Guidelines for Persons Accredited at the Tokyo 2020 Paralympic Games state that the exception to this condition is that Team Members may post videos from the Opening and Closing Ceremonies to the Tokyo 2020 website, Tokyo 2020 social media channels or via official Tokyo 2020 mobile applications through an application that will be set up by the Games Organising Committee.

Team Members may film themselves in the Australian allotment of the Paralympic Village only, and may publish that video through social media. Posts published on Facebook, Twitter, Instagram should tag @ausparalympics.

Team Members may create links from their blog or personal website to official Paralympic websites, including the websites of PA, the IPC and the official Paralympic Games website.

Team Members may be required to cease postings to any sites (and to remove any existing material) if the Chef de Mission forms the opinion that the Team Member is breaching this policy in any way.

e) (ii) Tips when engaging through social media

ACCEPTABLE BEHAVIOUR

- Do not try to control – do not attempt to manipulate the direction of any online discussions
- Avoid online fights - voice your opinion, but avoid personal arguments and hostile discussions
- Be transparent - identify yourself when engaging through any social media – e.g. “Congratulations to all our athletes (wheelchair rugby head coach)”
- Do not misrepresent - do not use fake identities in the social media environment or position your comments as if from another person
- Be friendly - be mindful to behave to a high standard online as you would offline
- Show consideration - do not use insulting, provocative, hateful, obscene or offensive language, nor harass and threaten others
- Be fair - do not make defamatory or libelous comments
- Obey social media rules - ensure you obey the Terms Of Use of any social media platforms that you are using
- Be a responsible global citizen – be sensitive to cultural diversity

PROTECTION ONLINE

- Protect your profile - you should protect your privacy by setting social media profiles to ‘private’ so that people cannot click into your profiles. Further guidance can be sourced from the Australian Government guidelines on staying safe online (<https://www.cyber.gov.au/>).
- Protect yourself - do not use social media to share any of your personal information. Information including your email addresses, private addresses, phone numbers, or financial information should be protected.
- Protect others - do not post or discuss any personal information about others through social media.
- Do not invade the privacy of fans – engage with fans, but do not invade their privacy by engaging beyond an acceptable online response.
- Protect reputations - do not make any statement that might bring the Team or PA into disrepute.

CONTENT CONSIDERATIONS

- You are legally liable – anybody can pursue legal action against you and/or the APC for your postings
- Be accurate and informative - do not make any misleading or false statements
- Be mindful of confidentiality - do not disclose any confidential information, whether that information belongs to PA, the Commonwealth or any other person, unless authorised to do so
- Post only your own content - do not post copyright material or any other material that infringes or may infringe the intellectual property rights of PA or others

f) Political Statements

Team Members may express their personal opinions on human rights and other issues provided they follow the IPC Code of Ethics and Athlete Code of Ethics (for athletes) and conform to the conditions set out by the IPC for Paralympic participants and the Team Membership Deed.

Team Members are prohibited from participating in any kind of demonstration or political, religious or racial propaganda in any Paralympic venues or other areas related to the Paralympic Games, unless authorised by PA or the IPC. Compliance with this rule implies avoiding the display of any sign, banner, poster, piece of equipment or clothing which could be perceived as a kind of demonstration or propaganda. Temporary or permanent tattoos, badges, caps, ribbons, headscarves or bandanas with messages could all be perceived as a kind of demonstration or propaganda.

PA asks Team Members to show respect for the dignity and rights of all athletes from every country, and of all accredited participants at the Games, of spectators, media and Paralympic supporters.

In addition to the right to express personal opinions, Team Members have the right not to comment on political issues.

g) Definitions

Athlete – means a person who wishes to be considered for nomination and selection to the Team under the PA General Selection Criteria.

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. For the purposes of this policy, a blog must be controlled by the Team Member.

Head of Communications – A person appointed by PA to oversee PA's Games media activities.

Journalist - A person who gathers and disseminates information about current events, trends, issues and people. Journalists may create reports for broadcast or publication in mass media such as newspapers, television, radio, magazines, documentary film, and the Internet. Such reports may be spoken or written. A person who writes articles that appear regularly in newspapers, magazines or other forms of media is a journalist. A person who takes photographs for publication is also a journalist.

Social media - are works of user-created text, video, audio or multimedia that are published and shared online in a social environment, such as a blog, wiki or video hosting site. Social media tools include:

- social networking sites e.g. Facebook, Instagram, TikTok
- forums and discussion boards e.g. Yahoo! Groups, Reddit, Google Groups
- blogs, including corporate, personal or media publication blogs
- micro-blogs e.g. Twitter
- video and photo sharing sites e.g. YouTube, Flickr, Daily Motion
- wikis e.g. Wikipedia
- any other sites that allow individuals to publish comments and/or content

Media rights holders – Media organisations which have purchased the rights to broadcast or other forms of media distribution for the Paralympic Games.

Mixed Zone – A designated zone at competition venues where accredited media can interview athletes after their events, if the athletes agree.

h) Policy officer/contact

This policy is managed by the Chef de Mission.

i) Authority

This policy is authorised by the PA Board for immediate implementation.

j) Related policies

- Use of digital cameras and mobile phones with cameras
- Political Statements

k) References

Team Handbook – Dealing with the Media

IPC Digital Media Guidelines for Persons Accredited at the Tokyo 2020 Paralympic Games (Forthcoming)

Annexure B PA Parental Consent, Emergency Contacts and Risk Disclosure for Minors Form

PA TO COMPLETE

Location of Games: Tokyo, Japan
Start date of Games: 24/08/2021
Finish date of Games: 05/09/2021

PARENT / CAREGIVER TO COMPLETE - ATHLETE INFORMATION FORM

Athlete Name:
Address:
Telephone: Mobile:
Age:

EMERGENCY CONTACT DETAILS (please provide at least 2 sets of contact details)

Contact 1: Emergency Contact

Name: Relationship:
Address:
Day Phone: Evening Phone:
Mobile:

Contact 2: Emergency Contact

Name: Relationship:
Address:
Day Phone: Evening Phone:
Mobile:

To be read and signed by parent/caregiver of minor.

I agree to my child taking part in the PA event, competition, tour and have received sufficient information, including reading and signing the relevant PA athlete deed for my child and reading and accepting the PA People Protection Policy.

I understand my child will be under the care of

(insert name of person/s) and there is a duty of care on this person to provide the degree of care towards minors in their care that could be expected from a careful and prudent parent.

I expressly authorise PA to seek and administer medical treatment in the case of an emergency and to take whatever steps they consider appropriate in the case of any emergency (e.g. safety, security issues).

Acknowledgement of Risk

I understand that there are risks associated with involvement in PA events, competitions and tours and that these risks cannot be completely eliminated. I understand that PA will identify any foreseeable risks and seek to minimise those risks.

Name:

Signature:

Date:

Annexure C Schedule of Insurance Benefits

Full schedule of benefits will be provided to You in writing by PA, once a policy is finalised.

In accordance with 4.2 (k), you must then take out any insurance you need in addition to that taken out by PA.