



Blind Sports Australia

ATHLETE AGREEMENT AND CODE OF CONDUCT

Your selection as part of a Blind Sports Australia Team is conditional on you agreeing and signing this Agreement and observing all the terms and conditions detailed in this document.

BACKGROUND

- A. Blind Sports Australia (BSA) is responsible for the National Team for 2023 IBSA World Blind Games for the nominated teams or sports.
- B. You have been selected and accepted selection to be a member of the Blind Sports Australia National Team to the event/s listed above.
- C. As part of National Team selection, you agree to be bound by the terms and conditions of this Athlete Agreement and Code of Conduct.

1. INTRODUCTION

1.1 This agreement sets out the terms and conditions governing your inclusion as a member of the National Team to the 2023 IBSA World Blind Games.

1.2 You agree:

- a) That your inclusion and membership of the Team and the benefits associated with such membership are conditional upon you signing this Athlete Agreement and Code of Conduct and complying with its terms and conditions, and
- b) You are bound by and must comply with this Athlete Agreement and Code of Conduct at all times.
- c) You will comply with all relevant Sport Integrity Policies, as part of the National Integrity Framework.

1.3 This Agreement commences on:

- a) The date at which BSA receives a signed copy of this Athlete Agreement and Code of Conduct from you and referred to as the "Commencement Date".

1.4 This Athlete Agreement and Code of Conduct concludes on the day the team returns to Australia, subject to your participation in any other event or official functions that may occur after your return which have been identified as part of the National Team duties. This agreement may conclude if the athlete has approval from BSA or their nominated sport, to continue private travel at the end of their competition and from the point in which they leave the athletes village.

1.5 For the avoidance of doubt, this Athlete Agreement and Code of Conduct applies to you as a Team member at the 2023 IBSA World Blind Games including Training Camps or

lead up events covered by this document.

2. CONDITIONS OF TEAM MEMBERSHIP

2.1 You acknowledge that your selection to, and continued membership of the National Team, is at the discretion of BSA and conditional upon;

- a) You signing and returning to Blind Sports Australia the Acknowledgement of this Athlete Agreement and Code of Conduct by the date specified;
- b) Your parents or legal guardians, if you are under 18 years of age, must sign and return to BSA the Parent/Guardian section of Acknowledgement by the date specified;
- c) You, have not at any time having been convicted of, or charged with, any serious offence involving alcohol or drugs, violence, or any sex offence which is punishable by imprisonment unless you have previously disclosed the offence in writing to BSA and BSA has consented in writing to you being available for selection in the Team;
- d) You have not at any time have been engaged in conduct which is or is not publicly known and in the absolute discretion of BSA may breach this Team Agreement and Code of Conduct or the BSA Member Protection Policy and would be likely to bring you, BSA, the Team or the Blind Sports into disrepute or controversy unless you have previously disclosed the offence in writing to BSA and BSA has consented in writing to you being available for selection in the Team;

2.2 You acknowledge that if you fail to comply with Clause 2.1, BSA may terminate your membership of the Team and subject to the disciplinary procedures set out in this Agreement.

3. RULES

- a) You must comply with BSA Rules, Constitution and By-Laws
- b) You must comply with the IBSA Rules, constitution and By-Laws.
- c) You must comply with the BSA Code of Conduct, Zero Tolerance Policy and BSA Member Protection Policy which are available on the BSA website: <http://www.blindsportsaustralia.com.au/ibsapolicies>
- d) You must comply with any relevant National Integrity Policies relating to Child Safeguarding, Improper use of Drugs and Medicine, Competition Manipulation and Sports Wagering, Complaints Disputes and Discipline, as shown on the BSA website at www.blindsportsaustralia.com.au/integrity
- e) Conduct yourself so as to obtain and maintain your best possible standard of mental, physical fitness and health to perform to the highest possible standard when you are a Team Member at the Event, including BSA or sport training camps and carry out your duties to the Team to the best of your ability.
- e) You must not in BSA's sole opinion, be involved in, nor persist with, any conduct, activity or situation that may;
 - i) Harm BSA, its name or reputation;
 - ii) Harm the name of any sponsor;
 - iii) Harm or interfere with BSA contractual relationships with, or obligations to any sponsor;

- f) You must not bring you, the team, team members, BSA or a sponsor into disrepute, contempt, controversy, scandal or ridicule;
- g) You must not at any time be convicted of, or charged with, any offence involving alcohol, drugs, violence, child abuse, sexual activity which is punishable by imprisonment;
- h) You must not, by your acts or omissions, engage or participate in;
 - i) Direct and indirect discrimination;
 - ii) Harassment;
 - iii) Vilification; or
 - iv) Child abuse; and
 - v) You must honestly and fully disclose and continue to disclose any information to BSA concerning any matter arising in relation to your compliance with this Agreement, immediately upon becoming aware of any such matter, and ensure that such disclosure is not false or misleading.

4. NATIONAL TEAM VALUES

Blind Sports Australia is committed to providing a positive, welcoming, and friendly environment for the athletes and officials travelling to Birmingham with the Australian Team for the 2023 IBSA World Blind Games.

Everyone involved with the Australian Team, especially athletes, has a right to be treated with dignity and respect at all times. For athletes to perform at their best, they have to be at their best, which means creating a team environment where everyone feels safe and supported.

You must conduct yourself in a manner fitting of an athlete representing their country and sport ensuring your behavior does not bring you, your sport, BSA, IBSA, other athletes or Team members into disrepute contempt, controversy, scandal, or ridicule or affect the performance of any other athlete in the Team.

You must conduct yourself in accordance with the following values:

- (a) Attitude – My positive attitude is essential to overcoming obstacles to help me improve and give of my best. My positive attitude is a key ingredient to success and leadership.
- (b) 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.
- (c) Pride – pride drives me to achieve more when the temptation to settle for something less. I am proud to have been chosen to represent our country.
- (d) Individual responsibility – I alone am responsible for my performance but I will be generous in acknowledging the support of others.
- (e) Respect – I respect sport, the efforts of my competitors, my teammates. I respect Australia and our sporting past in blind sports.

5. USE OF TEAM MEMBERS IDENTITY

5.1 You acknowledge that BSA has and will continue to promote teams and athletes at the IBSA World Blind Games. Team members are required to assist BSA in the promotion of these games and of Blind Sports in Australia.

- 5.2 To give effect to Clause 8, you agree to allow:
- a) BSA to utilise your image and identity for the above purpose;
 - b) Allow your image and identity to be used in any livestreaming that may occur during the games or in news or promotional items in relation to the games, as per item 5.1

6. ALCOHOL

The BSA Responsible Use of Alcohol policy applies to all camps, domestic and international competitions including travel, please ensure you are aware of the BSA Responsible Use of Alcohol Policy, which can be found at www.blindsportsaustralia.com.au/ibsapolicies

7. COMPETITION, EVENT, DISPLAY AND TRAINING

- a) You agree to comply with any written or verbal directions, not inconsistent with this Athlete Agreement and Code of Conduct, made by Blind Sports Australia or a Team Official in relation to the control, management, administration and operation of the Team.
- b) You will attend all training sessions unless absence has been previously arranged with Team Officials.
- c) You will be punctual and always attired in the appropriate uniform for all competition and schedule training sessions and other planned meetings or functions, the uniform to be clean and tidy and in good repair.
- d) You will immediately notify the BSA or Team Officials of any injury or illness whilst a member of the team. If required, you will be required to give permission to your nominated health professional to disclose confidential information to the BSA or Team Officials that is relevant to your illness or injury. You will be prepared to undertake additional medical assessment or treated as agreed with your nominated health professional and BSA or Team Officials.
- e) You acknowledge that in the lead up to and during competition you will not take part in activities that may cause or aggravate an injury or illness, which will prevent you from competing to the best of your abilities.
- f) You agree to maintain appropriate personal hygiene for the duration of the tour.
- g) You must afford all team members the utmost respect for their rights and act professionally at all times including the period after you have finished competing.

8. MEDIA

- a) You agree not to make public comments about BSA, Team Members or Team Officials without first gaining permission from BSA or Team Officials. You agree to ensure that BSA is made aware of any media or sponsor commitments.
- b) You, unless requested by BSA or the Team Manager to do so, will not make any comment to media or on social networking sites (Facebook, Twitter, Forums etc.) in relationship to any aspect of BSA, Team Selection Criteria, team selection, the team, squad or any other athlete.
- c) You are not restricted from commenting to the media on any aspect of your

personal training, performance or on a particular competition.

- d) You by agreeing to this document agree to provide BSA with consent to use your image and profile for marketing purposes or other associated avenues for the positive promotion of Blind Sports.
- e) You agree to make yourself available to BSA for promotional purposes at mutually agreeable times.

9. COMPETITION SOCIAL MEDIA/BLOGGING

The Competition Social Media/Blogging policy applies to all camps and competitions including travel, related to the IBSA World Blind Games, please ensure you are aware of the BSA Competition Social Media/Blogging Policy, which can be found at www.blindsportsaustralia.com.au/ibsapolicies

10. TEAM UNIFORM/EQUIPMENT

10.1 You agree to wear the team uniform provided to you, either by BSA or your sport, to all training and competition sessions or as directed by Team Officials.

10.2 Team Members will be entitled to retain possession of the Team Uniform provided the following conditions are observed:

- a) Team Uniform or any part of it will not be used for any commercial purposes without the prior written permission of BSA. This includes without limitation public sale of an item of the Team Uniform through any means, including internet sites such as eBay.
- b) Team Members 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 BSA, which BSA may give or withhold at its absolute discretion and on such conditions as it considers appropriate.
- c) You shall not participate, compete, take part or be involved in any way in a non-Sanctioned Event using any Blind Sports equipment including uniform and intellectual property (covered by Blind Sports Australia Copyright) which has been provided and arranged by BSA as part of your inclusion in the 2023 IBSA World Blind Games, unless prior written approval has been received from BSA.

11. IMPROPER USE OF DRUGS AND MEDICINE

There are a few substance related integrity issues we want all team members to be aware of:

1. The use of performance enhancing substances (including supplements)
2. The improper use of medication
3. The use of illegal drugs

While you may not think these would be an issue for athletes with a vision impairment, or that they won't be a problem for the Australian Team at the World Blind Games, you might be surprised.

Did you know that athletes can be tested anywhere, anytime? This is especially the case for elite athletes and includes during events or competitions, at home and at training. The World Blind Games will come under the watch of the World Anti-Doping Authority (WADA) and local anti-doping authorities.

And it's not just the performance enhancing substances we hear about on the news that can result in a positive test. Nutritional supplements like vitamins, minerals, herbs, meal supplements, sports nutrition products, natural food supplements, and other related products used to boost the nutritional content of the diet can also have ingredients or be contaminated by substances that are prohibited.

All team members should be aware of the steps that are required to be followed to request a therapeutic use exemption – please refer to the following link that outlines rationale and the application process - <https://www.sportintegrity.gov.au/what-we-do/therapeutic-use-exemption/therapeutic-use-exemption-process>

Please note - A TUE granted by ASDMAC and administered by Sport Integrity Australia is only valid at the national-level and, should you become an international-level athlete or compete at Major Games, your TUE will not be valid unless it is recognised by the relevant International Federation (IF) or Major Event Organisation (MEO).

Here are a few things you can do to protect yourself and others from anti-doping violations:

- Sign up and complete Sport Integrity Australia's **Anti-Doping Fundamentals Course**, designed for all athletes and support personnel participating in competitive sport.
- Download the Sport Integrity Australia App and use it to check medications and supplements.
- Understand the testing process by watching this short YouTube video about the testing process: https://youtu.be/ZlzB_5RqLJY.
- Learn about the rights and responsibilities of athlete when it comes to testing (Sport Integrity Australia's website has some great Fact Sheets).
- Assume that no supplement is safe to use, even if it has been recommended by a sports dietician. Use the Sport Integrity Australia App to check ingredients.

Athletes often require medication for an ongoing condition (e.g., diabetes, epilepsy, etc) or a recent injury or illness. To protect athletes from harm caused by the improper use of medication, only appropriately qualified people are authorised to provide medications and injections to athletes as part of appropriate medical treatment.

Nobody in our sport should be using, carrying, selling or handing out illegal drugs listed on the Criminal Code (for example, cocaine or methamphetamine). Under this policy, no one in the Australian Team is allowed to buy, sell, use or distribute illegal drugs, or be convicted of illegal drug activities. If they do, they will face penalties, which might range from a warning letter, education session, or a ban from the Australian Team.

11.1 You agree to make yourself available and you will comply with all directions in relationship to Anti-Doping and Drug Testing.

11.2 You agree to comply with Blind Sports Australia, Sport Integrity Australia, WADA and IBSA Anti-Doping policies and procedures.

11.3 You agree to inform Blind Sports Australia immediately if you believe you may have breached these policies and procedures.

11.4 You agree to inform Blind Sports Australia in confidence of any medications that you may be taking and to ensure the appropriate TUE forms are completed and lodged.

11.5 You agree to undertake and make yourself available for any Anti-Doping training and testing and provide a copy of the certificate of completion from Sport Integrity Australia.

12. ANTI BETTING AND MATCH FIXING

While match fixing and sports betting are not a significant risk at the World Blind Games, they can happen. But we believe in fair competition and because of this there is no place for

cheating, manipulating results, betting or gambling in any form on the World Blind Games from anyone on the Australian Team. As a member of the Australian Team, you need to avoid, be on the lookout for and immediately report any of the following kinds of behaviours:

- Any athlete losing an event or competition on purpose to win money by gambling (for themselves or for someone else), or for any other benefit.
- Any team official or athlete cheating to change the outcome of an event or competition, for money or other benefit (for example, giving away a penalty on purpose).
- Anyone from the Australian Team betting on their own event or their own sport, including being a part of any kind of group that bets on the event or sport (like a 'punter's club').
- Any member of the Australian Team giving away inside information about a future competition or event that isn't public already (such as changes in positions, injuries or team lists) – especially if this information might give someone an advantage if they want to bet on the competition or event.
- Any member of the Australian Team engaging with people who are trying to fix an event or competition.

13. MEDICAL INFORMATION

13.1 This Clause does not apply in relation to testing for drugs, stimulants or other prohibited practices insofar as these matters are covered by Clause 11 above.

13.2 You acknowledge that if you have an existing medical condition or dietary requirement, prior to team departure you will advise BSA or your Team Manager.

13.3 You acknowledge that in the event of an accident or illness you authorise Team Officials to obtain such medical treatment, as the Team Officials, on appropriate medical advice, consider necessary or desirable. Such treatment may, where a duly qualified Medical Practitioner advises the Team Officials is necessary, include consent by the Team Officials on behalf of you to operative and associated intervention.

14. PRIVACY POLICY

14.1 You acknowledge and agree that BSA may collect personal information from or about you from third parties, including personal, health, medical or biological information and any information about compliance with your obligations under this Agreement.

14.2 You acknowledge and agree that if a third party provides information to BSA about you, or represent you in dealings with BSA, and then BSA has your permission to disclose your personal, health, medical or biological information to that third party.

14.3 BSA will comply with the Privacy Act 1988 (Cth), the National Privacy Principles in Schedule 3 of that Act and the BSA Privacy Policy with respect to the collection, use, disclosure, access and storage of your personal information.

14.4 The BSA Privacy Policy is published and available on the BSA website www.blindsportsaustralia.com.au/ibsapolicies

14.5 You consent to BSA collecting, using, disclosing and storing your personal information and sensitive information in accordance with the Privacy Policy and this Agreement.

15. GOVERNING LAW AND JURISDICTION

15.1 You acknowledge the law of Victoria governs this Agreement.

16. NO EMPLOYMENT

16.1 You acknowledge that this Agreement is not an employment agreement and that you are not employees of BSA simply by virtue of being bound by, and complying with, this Agreement.

17. RELEASE AND INDEMNITY

17.1 You hereby agree to release BSA from any liability whatsoever towards you, except any liability:

- a) Which cannot be excluded by statute or any other law; or
- b) Arising as a result of BSA's negligence.

17.2 You hereby agree to indemnify BSA from all claims, losses, damages, costs and proceedings of any kind that may be made against BSA in any way arising out of or in connection with your breach of this Agreement.

18. ALTERATIONS

18.1 This Agreement may NOT be amended by any parties.

19. MINORS

19.1 You, if under the age of 18 years, acknowledge that this Agreement is for your benefit and that your selection as a Team Member is conditional upon your parents or guardians submitting the signed consent set out in the Athlete Agreement Acknowledgement.

20. ZERO TOLERANCE FOR ABUSE, BULLYING, HARASSMENT AND OTHER INNAPPROPRIATE BEHAVIOURS

As a member of the Australian team, you have the power to make the Games a fun experience where athletes make friends, build self-esteem and confidence, and achieve goals. Under our Member Protection Policy, every member on the Australian IWBG team is responsible for protecting each other from abuse, bullying, harassment, sexual misconduct, unlawful discrimination, victimisation, and vilification.

The BSA Zero Tolerance For Abuse, Bullying, Harassment And Other Inappropriate Behaviours Policy, applies to all camps and competitions including travel, related to the IBSA World Blind Games, please ensure you aware of the BSA Zero Tolerance For Abuse, Bullying, Harassment And Other Inappropriate Behaviours Policy, which can be found at www.blindsportsaustralia.com.au/ibsapolicies

21. TEAM MEMBERSHIP DISCIPLINE PROCESS

The IBSA Games Team Membership Discipline Process, action on a breach of agreement and discipline process, applies to all camps and competitions including travel, related to the IBSA World Blind Games, please ensure you aware of the BSA IBSA Games Team Membership Discipline Process, action on a breach of agreement and discipline process, which can be found at www.blindsportsaustralia.com.au/ibsapolicies

22. BLIND SPORTS AUSTRALIA's OBLIGATIONS

22.1 BSA will provide you with:

- a) Administrative support,
- b) Public relations and media advice, as determined appropriate by BSA from time to time;
- c) Basic Team Uniform items,

23. COMPLAINTS MANAGEMENT

The IBSA Blind Games Complaints Management Process applies to all camps and competitions including travel, related to the IBSA World Blind Games, please ensure you are aware of the BSA IBSA Blind Games Complaints Management Process which can be found at www.blindsportsaustralia.com.au/ibsapolicies

APPENDIX 1

DEFINITIONS

In this document the words and phrases below have the following meanings

1. Athlete - means a person registered with Blind Sports Australia, its member organisations or one of the nominated sports or teams.
2. Blind Sports Australia - means Blind Sports Australia or BSA
3. Board - means the Blind Sports Australia Board.
4. Bring into Disrepute - In this Agreement the term "Bring the sport into Disrupt" means – To act in a manner that would lead to dishonor or discredit of Blind Sports Australia, the team or to affect the performance of yourself or a fellow team member.
5. By-Laws - means the By-Laws of Blind Sports Australia created in accordance with the Constitution.
6. CEO - means the Blind Sports Australia Chief Executive Officer and Chef de Mission
7. Coach(es) - means those person/s appointed by Blind Sports Australia or one of the nominated sports or teams as Coach(es) of a Team.
8. Constitution - means the Constitution of Blind Sports Australia.
9. Controversy – means a state of prolonged public dispute or debate.
10. Code of Conduct - means the Code of Conduct detailed in this Agreement and detailed in the Blind Sports Australia Policies and the Blind Sports Australia Code of Conduct.
11. Copyright – means the Intellectual Property (including but not limited to - printed and published material, events, activities, awards, logos, identity or images) of Blind Sports Australia and IBSA
12. Disrepute – means to bring onto the sport, the organisation, individual/s or oneself, damage or loss of reputation, discredit, dishonor, shame of good reputation and name within the sporting or general community.
13. Equipment – means team members personal sporting equipment.
14. Eligibility Criteria – means the performance standards, administrative requirements and personal standards set by BSA, IBSA or any other controlling organisation.
15. Event - means the competition/s for which the team is selected, any training or lead up events and associated travel.
16. IBSA – means the International Blind Sports Federation (IBSA)

17. Identity - means your likeness, name, voice, signature, reputation, nicknames, media tags, photographs or caricatures or cartoons or anything else that identifies you.
18. Medical Practitioner - means a medical practitioner appointed by Blind Sports Australia.
19. Member - means a Registered Affiliate of Blind Sports Australia
20. National Anti-Doping Organisation – means the entity(ies) designated by each country as possessing the primary authority and responsibility to adopt and implement anti-doping rules, direct the collection of samples, the management of test results, the conduct of hearings, at the national level.
21. Nominated Sports or Teams – refers to those sports or specific teams taking part under the BSA name, and include the following:
 - Men’s and Women’s Goalball Teams
 - Women’s Blind Cricket Team
 - Judo
 - Powerlifting
21. Team Official – means any person elected or appointed to any position with Blind Sports Australia, one of the nominated sports or teams or otherwise employed by Blind Sports Australia.
22. Privacy Policy – means the Privacy Policy published and available on the Blind Sports Australia website from time to time (www.blindsportsaustralia.com.au/ibsapolicies).
23. Rules – means the Rules associated with the respective sports and agreed by the Blind Sports Australia Board or issued by IBSA.
24. Sanctioned Event – Means a competition, event, display, training or media activity approved by Blind Sports Australia. Participation in other competitions, events, displays, training or media activity must be approved in writing by Blind Sports Australia.
25. Sponsor – means a sponsor of Blind Sports Australia.
26. Team – means any team of athletes, coaches officials or appointed support staff.
27. Team Manager – means the person appointed by Blind Sports Australia or nominated sport or team to have overall management and responsibility of the Team.
28. Team Uniform – means the official uniform of Blind Sports Australia or by one of the nominated Sports or teams as determined by Blind Sports Australia from time to time.
29. Training Camp – means a training camp organised by Blind Sports Australia or by a nominated sport or team, from time to time for the team.
30. You – means the Team Member whose name appears on the first page of this Agreement and having signed and submitted Schedule 1. Your and Yourself - have the same meaning.