



# ATHLETICS TASMANIA

## CODE OF CONDUCT

### DEFINITIONS & INTERPRETATION

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

- “AT”** means Athletics Tasmania.
- “AT Sponsor”** means any sponsor of, or supplier to, AT.
- “Athlete”** means a Registered Athlete, Team Member or Supported Athlete or any athlete competing in an event under the control of Athletics Tasmania.
- “Athlete Sponsor”** means any sponsor of, or supplier to, an Athlete.
- “Authorised Officer”** means any person appointed by AT as a Team Leader, or any person appointed by either AT or the Team Leader, to assist with the leadership, management or administration of any Team.
- “Authorised Coach”** means any person appointed by AT to act as a coach or assistant coach an athlete either for a State Team or on an individual basis.
- “Commercial Purpose”** means advertising, promotion, marketing or endorsement of goods, services or any third party by any means or media, including the Internet.
- “Competition”** means any International Competition, National Competition, State Competition, Local or Interclub Competition and any other sporting competition or event in which an athlete may compete or participate, either as an individual or as part of a team.
- “Image”** means:
- (a) A photograph or other representation of the image of the person and whether two or three dimensional;
  - (b) A caricature of the person;
  - (c) An original or copy signature of the person;
  - (d) The voice of the person;
  - (e) The name of the person;
  - (f) The trademark of the person;
  - (g) The sports performances of the person;
  - (h) A quotation attributed to the person; or
- Any combination of any two or more of the above.

- “Internet”** means the worldwide network of Transmission Control Protocol/Internet Protocol-based networks, including without limitation servers running applications such as the World Wide Web, e-mail and chat, File Transfer Protocol and Gopher.
- For the purpose of this Code of Conduct, it also means any other form or medium for the digital transmission of images, sound and data, including broadband and interactive television, Wireless Application Protocol and Systems Management Servers.
- “Specialised Equipment”** means the equipment used or worn by Team/Club Members for any Competition or training in which they are taking part, other than Team Uniform, approved by AT.
- “Supported Athlete”** means a competitor who;
- (a) Receives financial or other assistance from AT; or
  - (b) Has been nominated for selection in any Team;
- “Team”** means any team selected by AT to represent Tasmania or AT.
- “Team Assembly”** means the official gathering of the Team for the Competition for which the Team Member is selected under the control of the Team Leader.
- “Team Leader”** means any person appointed by AT whose role is the leadership, management and/or administration of any Team.
- “Team Member”** means any person selected by AT as a member of a Team.
- “Team Membership Period”** means the period from the earlier of:
- (i) The start of the Team Assembly; or
  - (ii) Where there is no Team Assembly for that particular Competition, the date on which the Competition for which the Athlete is selected commences; and
- Ends at midnight of the day of the last day of the Competition for which the Athlete is selected.
- “Team Sponsor”** means any sponsor or supplier designated by AT to be an official sponsor of, or supplier to, any Team.
- “Uniform”** means ceremonial, formal and casual apparel, competition sportswear and equipment for use at any Competition in which the athlete is competing or attending.

1.2 This Code of Conduct is to be interpreted as follows:

- (1) Words not defined in this Code of Conduct have the meaning given to them in the Constitution of AT unless a contrary meaning appears from the context.
- (2) Reference to:
  - (a) The singular includes the plural and the plural includes the singular;
  - (b) A person includes a body corporate;
  - (c) If a person to whom this Code of Conduct applies consists of more than one person, then this Code of Conduct binds them jointly and severally;

- (d) Headings are for convenience only and do not form part of this Code of Conduct or affect its interpretation;
- (e) "Including" and similar words are not words of limitation; and
- (f) Where a word, or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

## **2 APPLICATION OF THIS CODE OF CONDUCT**

### **2.1 This Code of Conduct applies to:**

- (1) Team Members during the Team Membership Period;
- (2) Supported Athletes during the period of support; and
- (3) Any athlete competing in an event controlled by, or organized on behalf of, Athletics Tasmania.
- (4) The heirs, executors, assigns and personal representatives of the persons named in (1) and (2) above.
- (5) Any person that is appointed as a Team Leader or Assistant or a Team Coach or Assistant whilst they are a part of the Team.
- (6) Whilst this Code of Conduct cannot be applied specifically to parents or friends of an athlete, any athlete may find themselves in breach of this Code of Conduct should the action or behavior of these people bring the sport or any athlete into disrepute.

### **2.2 The following sanctions are applicable in the event of any breach of this Code of Conduct:**

- (1) A Team Member may:
  - (i) Have their membership of the Team terminated;
  - (ii) Be required to leave the Competition for which they have been selected;
  - (iii) Be excluded from competing at the Competition for which they have been selected;
  - (iv) Be considered ineligible for membership in future Teams;
  - (v) Have financial penalties imposed in respect of grants and funding received from AT;
  - (vi) Have their registered status with Athletics Tasmania revoked; and/or
  - (vii) Be refused entry to any future competition controlled by, or organized on behalf of, Athletics Tasmania.
- (2) A Supported Athlete may:
  - (i) Have the assistance being provided by AT withdrawn;
  - (ii) Be considered ineligible for selection in future Teams; and/or
  - (iii) Be required to repay any financial assistance previously provided by AT.

## **3 OBLIGATIONS – GENERAL CONDUCT**

### **3.1 Athletes are required to:**

- (1) Respect the spirit of fair play and non-violence and behave accordingly during the Team Membership Period;

- (2) Conduct themselves so as to obtain and maintain their best possible mental and physical fitness and health to perform to the best of their ability at the Competitions they have been selected to participate in and to carry out their duties to the Team to the best of their ability;
- (3) Observe and comply with all reasonable directions of AT, the Team Leader or any other Authorised Officer, and any person appointed by them;
- (4) Conduct themselves in a proper manner to ensure Team harmony and so as to not bring themselves, Athletics Australia, Athletics Tasmania, the Team or the sport of athletics into public disrepute or censure to the absolute satisfaction of AT;
- (5) Comply with the following guidelines in relation to the consumption of alcohol;
  - (a) Team Members under 18 years of age must not consume alcohol under any circumstances;
  - (b) For all other Team Members the consumption of alcohol must:
    - (i) Be in accordance with local laws and rules of the Competition for which they have been selected;
    - (ii) Not detract from their performance at the Competition for which they have been selected;
    - (iii) Not adversely affect their behavior; and
    - (iv) Not cause offence to others.
- (6) Comply with the Anti-Doping Policy of Athletics Australia as adopted by AT from time to time;
- (7) At all times act courteously to the public and observe all local customs and laws and behave in a manner that will not cause offence to others;
- (8) Be polite and courteous when being interviewed by the media and be honest in their answers, and not to make any comments that criticise or disparage the performance of another Team Member, or otherwise make comments that are likely to bring themselves, Athletics Australia, Athletics Tasmania, the Team or the sport of athletics into public disrepute or censure; and
- (9) Wear, throughout the Competition for which they have been selected, the Team Uniform, and use the equipment, supplied to them as a member of the Team. The Team Sponsor's marks on this clothing must not be obscured or damaged. The requirement to wear the Team Uniform does not apply to Specialised Equipment as mutually agreed.

### 3.2 Supported Athletes are required to:

- (1) Respect the spirit of fair play and non-violence and behave accordingly;
- (2) Conduct themselves so as to obtain and maintain their best possible mental and physical fitness and health to perform to the best of their ability;
- (3) Conduct themselves in a proper manner so as to not bring themselves, Athletics Australia, Athletics Tasmania or the sport of athletics into public disrepute or censure to the absolute satisfaction of AT;
- (4) Be polite and courteous when being interviewed by the media and be honest in their answers, and not to make any comments that are likely to bring themselves, Athletics Australia, Athletics Tasmania, the Team or the sport of athletics into public disrepute or censure;

- (5) Comply with the Anti-Doping Policy of Athletics Australia as adopted by AT from time to time; and
- (6) At all times act courteously to the public and observe all local customs and laws and behave in a manner that will not cause offence to others.

#### **4 OBLIGATIONS – MEDICAL ASSESSMENT**

##### **4.1 Athletes will:**

- (1) Participate in medical assessments at such time and place as reasonably determined by AT;
- (2) Provide the medical practitioner conducting the AT assessment with their complete medical history including details of all drugs and other substances used by or administered to them in the previous 6 months or on an irregular basis; and
- (3) Undergo any medical testing as may be reasonably required by AT, the Team Leader or any other Authorised Officer, including, but not limited to, giving blood samples for analysis. Such analysis may include testing for human immunodeficiency virus (HIV).

#### **5 OBLIGATIONS –ATHLETE SPONSORS**

##### **5.1 Athletes will not consent to their person or Image being used for a Commercial Purpose involving the activities which;**

- (1) Breach any State or Federal Government law;
- (2) Use the trade marks and other indicia and images of and associated with Athletics Australia, AT and/or the Team;
- (3) Represent that the Athlete Sponsor has the approval of or is affiliated with any Competition, AT or the Team; or
- (4) Bring the Athlete, AT, the Team, any Competition, the Team Sponsors or any member of the Team into public disrepute or censure.

##### **5.2 Athletes will not consent to their person or Image being used for a Commercial Purpose involving the activities covered by clause 5.1 above.**

##### **5.3 During the Team Membership Period Team Members will not promote, or allow their person or Image to be used for any Commercial Purpose that is in competition with an Athletics Australia, AT or a Team Sponsor without the prior written consent of AT.**

##### **5.4 In relation to Specialised Equipment, during the Team Membership period Team Members will not promote or advertise their Specialised Equipment by any representation or reference to their membership of the Team for which they have been selected, or permit, condone or authorise any such promotion or advertisement.**

#### **6 OBLIGATIONS - AT MARKETING**

##### **6.1 Athletes acknowledge that AT and the Team Sponsors contribute to the development of athletes and the sport of athletics and help to fund the cost of Teams and in return for this support require commitments from AT on behalf of Athletes. Except to the extent that the Athlete Sponsors compete with any of the Team Sponsors, Athletes will:**

- (1) Assist and co-operate with AT and the Team Sponsors to enable the Team Sponsors to maximise the promotional benefits from their sponsorship of or supply to AT and the Team;

- (2) Comply with all reasonable directions of AT or its authorised nominees in assisting AT and the Team Sponsors, including, but without limitation, ensuring that any logos of Team Sponsors receive the widest possible exposure; and
  - (3) Provide all reasonable assistance to AT in its fundraising activities.
- 6.2 A conflict between an Athlete Sponsor and any or all of the Team Sponsors will not prevent an Athlete and/or their Image being used in AT or the Team Sponsor's advertising, promotion or marketing activities, including historical records provided that such use of the Athlete and/or their Image is limited to being part of the Team as a whole and whether before, during or after the Competition for which they have been selected, in any media or forum, including the Internet.
- 6.3 To assist AT, the Athletes will not;
- (1) Cover up and attempt to conceal any logos of Team Sponsors during the Team Membership Period; or
  - (2) Use, wear or permit to be used or worn any or all of the Team Uniform for any Commercial Purpose without the prior written permission of AT;
  - (3) Behave in a manner which may harm the good reputation of AT, the Team and any future Team whilst wearing or using any or all of the Team Uniform; and
- 6.4 In the event of any breach of this clause 6.3, the Team Member concerned will immediately deliver up all of the Team Uniform to AT, at its request.

## **7 OBLIGATIONS - SPECIALISED EQUIPMENT FOR TEAM MEMBERS**

- 7.1 As at the date of this Code of Conduct AT has determined that for Team Members, all competition footwear [and insert any other Specialised Equipment] is Specialised Equipment for the purposes of this Code of Conduct.
- 7.2 Any other clothing or equipment that Team Members wish to have included in the definition of Specialised Equipment must receive AT's written approval on a case-by-case basis.
- 7.3 All Specialised Equipment must conform to the "look and design" of the Team unless otherwise approved by AT.
- 7.4 Each Team Member wishing to wear or use Specialised Equipment is responsible for the cost of supplying the same.

## **8 OBLIGATIONS – GAMBLING**

- 8.1 Team Members will not appear in, participate in or permit their Image to be used for or in connection with the endorsement, promotion or marketing of any betting or gambling agency that relates to any Competition;
- 8.2 Team Members will not participate or assist in any gambling or betting activities associated with the staging of, or any performances at the Competition for which they have been selected. Specifically, Team Members will not bet or gamble on any event in which they compete or on which they have obtained information that is not publicly available.