

TRIATHLON NEW ZEALAND INCORPORATED
Terms and Conditions of the International Race Licence

These terms and conditions form your International Race Licence contract with Triathlon New Zealand Incorporated.

Definitions

1. 'Tri NZ' means Triathlon New Zealand Incorporated
'IRL' means Triathlon New Zealand International Race Licence
'ITU' means International Triathlon Union
'Amateur' means Age Group Category Athlete
'Pro' means Elite, U23, and Junior Elite Category Athlete
'Tri NZ's website' means the Triathlon New Zealand Incorporated internet site located at www.triathlon.org.nz
'Contact Details' means Triathlon New Zealand Incorporated contact details as advised from time to time. The current Contact Details are:
Triathlon New Zealand Incorporated
PO Box 128-509
Remuera
Auckland 1023
09 524 6959
info@triathlon.org.nz

Term of IRL

2. Your IRL contract will commence when you receive notification of acceptance of your IRL application from Tri NZ.
3. The IRL year runs from 1 November to 31 October each year.

IRL Validity

4. You must at all times during the term of your IRL be a New Zealand Citizen or a New Zealand Resident.
5. If you reside in New Zealand you must also hold a current Tri NZ membership and current Affiliated Club membership.
6. If you are living overseas fulltime you must hold a current Tri NZ membership.

Termination of Your IRL

7. You may terminate your IRL with immediate effect by giving Tri NZ notice in writing at the Contact Details at any time. There is no refund of costs available on Termination of your IRL.
8. Tri NZ may terminate your IRL with immediate effect if you breach any the terms and conditions contained herein. There is no refund of costs available on Termination of your IRL.

Your Personal Information

9. Tri NZ, its employees, sub-contractors and agents may use any personal information you provide or that Tri NZ otherwise holds about you (whether or not related or pursuant to this contract) to:
 - a. Identify you when you make enquiries by telephone, post, email or in person;
 - b. Help administer your accounts (if any) including contacting you by post, email or telephone from time to time;
 - c. Help Tri NZ to detect fraud or loss;
 - d. Write to, email or telephone you with information about other services and products offered by Tri NZ and those of Tri NZ's selected partners or sponsors, and Tri NZ may use information about your use of services and products to help Tri NZ contact you about which such services and products are likely to be of interest to you.
10. You must keep your address or any other personal information up to date on Tri NZ's website, or by immediately in writing notifying Tri NZ of all changes.

Other Rules

11. It is a condition of your IRL that you abide by the Tri NZ Constitution, Tri NZ Race Rules, all ITU Rules, including but not limited to ITU Competition Rules and ITU Uniform Rules including all aspects relating to the drug codes of the World Anti Doping Agency and Drug Free Sport New Zealand.
12. It is a condition of your IRL that you abide by the Code of Conduct for Representative Athletes.
13. It is a condition of your IRL that you are in good standing with both Tri NZ and the ITU
14. By applying for your IRL, you acknowledge and agree that Tri NZ is the governing body in New Zealand for Triathlon, Duathlon, Aquathlon and Multisport and you recognise Tri NZ's authority to govern the sports of Triathlon, Duathlon, Aquathlon and Multisport.

Liability

15. Tri NZ warrants that the IRL services it provides will be provided using reasonable care and skill. Tri NZ does not warrant that the services will be uninterrupted or error free, and gives no other warranty, guarantee or representation as to the performance of any of the same.
16. Nothing in these terms will affect your statutory rights as a consumer.
17. It is a condition of the IRL that you indemnify Tri NZ from and against all costs claims demands damages or actions that may be brought or may lie against Tri NZ for any matter in any way relating to or arising from your actions.

Changes to these terms and conditions

18. Tri NZ may make additions or changes to these terms on the giving of reasonable notice, where Tri NZ reasonably considers it necessary to do so. If the addition or change is to your detriment, you may, within 21 days of Tri NZ giving you notice of the addition or change, terminate your IRL under clause 7.

General

19. The IRL does not include insurance of any kind.
20. The IRL does not include event entry fee payment of any kind.
21. You must abide by all event entry guidelines and processes set by Tri NZ and the ITU from time to time.
22. An Amateur IRL allows athletes to enter only Age Group Category Events.
23. A Pro IRL is subject to acceptance by the Tri NZ National Coach.
24. To enter Elite, U23 or Junior Elite category events you must have a Pro IRL.

TRIATHLON NEW ZEALAND INCORPORATED

Code of Conduct for Representative Athletes

OBJECTIVES

- A. To state plainly the way in which athletes chosen to represent Tri NZ are expected to conduct themselves as national representatives and the consequences of any breach of the expected standards of behaviour.
- B. To ensure that athletes so chosen are aware of the standards expected and the consequences of breaching those standards.
- C. To deal with any grievances arising from any direction given to an athlete by Tri NZ.

GENERAL

This Code of Conduct is to be followed on all occasions and in all places inside and outside New Zealand where the Athlete could be considered to be a representative of Tri NZ and includes:

- D. The venue of competition which means the course, surrounds and structures of the place where the Athlete is competing;
- E. Any accommodation provided during the period of competition;
- F. The duration of all Team travel:

ATHLETE'S OBLIGATIONS

1. **The Competition** - The Athlete shall maintain at all times a high standard of sportsmanship and fair play including without limitation:
 - (a) Always competing to the best of his/her ability;
 - (b) Abiding by the Laws of the Sport, it's Regulations and the Conditions specified by Tri NZ;
 - (c) Respecting and accepting without question any ruling given by the Technical Officials (subject to any right of appeal given by the Laws);
 - (d) Not to take any performance enhancing drug and in particular strictly to comply with any regulations adopted by Tri NZ in regard thereto;

- (e) Presenting himself/herself for competition in an acceptable physical and mental condition and standard of appearance and
- (f) Maintaining towards opponents an attitude of respect and politeness.

2. **Other Occasions**

- (a) The Athlete shall at all times refrain from:
 - (i) any behaviour which might reflect unfavourably on the sport, Tri NZ, International Triathlon Union (ITU) or the Team or its management, or which might bring any other athlete, official ITU or Tri NZ into disrepute;
 - (ii) making any comment to the media relating to the Tri NZ or the Event without the permission of Tri NZ, and in particular any public announcement or media comment that might bring the sport into disrepute; and
 - (iii) any discriminatory practices based on gender, race, religion, ethnic background or mental or physical disability.
- (b) The Athlete shall at all times abide by and accept:
 - (i) all directions of Tri NZ;
 - (ii) any judgment of any duly appointed official of Tri NZ as to any unacceptable behaviour; and
 - (iii) the requirements of Tri NZ as to dress including sponsor's logos.
- (c) The Athlete shall at all times respect the event officials and volunteers, officers associated with the Event.
- (d) The Athlete shall at all times respect the officers and appointed officials of Tri NZ.
- (e) The Athlete shall at all times comply with the common law of the countries that their international competitions are held in, including without limitation, those related to alcohol and driving.

RESPONSIBILITIES OF TRI NZ AND TEAM OFFICIALS

- 3. To responsibly support the athletes while at the same time ensuring that any potential breach of this Code of Conduct is drawn to the attention of the athlete concerned.
- 4. Where Tri NZ or responsible official is satisfied that a breach of this Code of Conduct has occurred, to take responsible and appropriate action.
- 5. To report on any breach of this Code of Conduct which has come to their attention or to the attention of Tri NZ.

SERIOUS BREACH OF CODE OF CONDUCT

- 6. If Tri NZ, having heard any explanation that the athlete concerned may proffer, is satisfied that the athlete is in serious breach of this Code of Conduct, Tri NZ may withdraw that athlete from the event and may require him/her to return home at the athlete's own expense.
- 7. Any athlete who is dissatisfied with any action of a Tri NZ representative in relation to this Code of Conduct may require the Tri NZ CEO to inquire into the conduct in question of the athlete and the actions of the Tri NZ representative in regard to it.