

ATHLETE TERMS AND CONDITIONS (APPENDIX A)

DEFINITIONS

Term	Definition
Ambassador Initiatives	Initiatives that utilise athletes to promote and encourage participation in the sport
Apparel	Branded items of clothing including but not limited to swim caps and t-shirts
Limited Training	Where training sessions, of any mode, are significantly modified from the expected session planned
Local Activity	Any form of activity including but not limited to training sessions and workshops, conducted within the Perth Metropolitan area
Performance Pathway Program	Swimming WA managed program that provides development opportunities for an identified cohort of athletes
SPIRIT Values	Swimming WA identified core values of Safety, Passion, Integrity, Respect, Inclusion and Teamwork

I. SWIMMING WA'S OBLIGATIONS

Swimming WA (SWA) shall during the Term:

I.1 Supply and Notice

Swimming WA will supply :

- Where practical, provide you with reasonable notice to enable you to fulfil your obligations under this Agreement.
- Where practical, provide you with reasonable apparel to enable you to fulfil your obligations under this Agreement.

2. ATHLETE'S OBLIGATIONS

The Athlete shall during the Term:

2.1 Undertake the Program

Undertake the Programme in an endeavour to meet strategic objectives of the Performance Pathway Program.

2.2 Attend Training and Meetings

Attend all local activity specified in the annual Performance Pathway Program calendar unless prior notice provided to Swimming WA.

2.3 Demonstrate Performance Behaviours

Comply with all lawful and reasonable requirements of Swimming WA, including but not limited to adherence to [SPIRIT values](#) and athlete-identified behaviours as outlined within the Performance Pathway Program.

2.4 Injury and Fitness

2.4.1 Do everything reasonably necessary to attain and maintain a level of health and physical fitness so as to comply with the provisions of this Agreement to enable the Athlete to fulfil requirements of the Program.

2.4.2 All injuries and illnesses resulting in a period of fourteen (14) days or more of limited training must be reported to Swimming WA Athlete Pathways Manager within seventy-two (72) hours of the diagnosis of the injury and/or illness.

2.5 Wear Official Apparel

Wear Swimming WA Performance Pathway Program apparel when participating in Performance Pathway Program activity.

2.6 Code of Conduct

Comply with Swimming WA Codes of Conduct, Swimming WA Policies and Swimming Australia Code of Conduct.

3. RESTRICTIONS ON USE OF IMAGE

3.1 No conflict with Swimming WA Sponsors or prejudice Swimming WA

Without prior approval, the Athlete shall not be entitled to exercise his/her rights under paragraph 2.8 where such use or utilisation of the name, signature, photograph, likeness, reputation, and identity would:

3.1.1 conflict with or in any manner prejudices the name, reputation, image, products or services of any Sponsor of Swimming WA. The Athlete agrees that Swimming WA may nominate persons, corporations or entities who make a substantial contribution to Swimming WA to be its Sponsors from time to time; or

3.1.2 are prejudicial to the interests of Swimming WA, or which may bring the Sport into disrepute.

3.2 Intellectual property of Swimming WA

The Athlete shall not use or utilise any intellectual property of Swimming WA including without limitation any registered trademark, logo, design or any item of playing apparel or any component of such intellectual property without the written consent of Swimming WA as the case may be, first had and obtained, nor shall the Athlete grant any rights to use or utilise his/her name, signature, photograph, likeness, reputation and identity or endorse any product or service in trade or commerce in such a way as to connote the sponsorship, approval or affiliation of Swimming WA without the prior written consent of Swimming WA first had and obtained.

4. PROMOTION AND PUBLICITY

4.1 Appearances, Photos and Film

4.1.1 The Athlete is expected to be make themselves available for appearances at Swimming WA functions, on reasonable notice, when required. Swimming WA functions include, but not limited to, National Awards of Excellence and Swimming WA Awards of Excellence.

4.1.2 The Athlete may be requested to make themselves available for Swimming WA ambassador initiatives.

4.1.3 The Athlete shall make such personal appearances as requested by Swimming WA in accordance with this clause at no cost or charge to Swimming WA unless approved by the Chief Executive Officer (CEO).

4.2 Promotion of Swimming WA

The Athlete hereby authorises Swimming WA to use and utilise the Athlete's name, signature, photograph, likeness, reputation and identity on any number of occasions and without cost or charge to



Swimming WA for promoting Swimming WA. The Athlete acknowledges that the promotion of the name, reputation, product, or service of any Sponsors of Swimming WA shall be deemed to be a promotion of Swimming WA.

4.3 Media and Public Statements

4.4.1 The Athlete acknowledges and agrees that he/she will not, without the prior written approval of the CEO, or any person authorised by the CEO for such purpose, supply any information by any means to the media or make any public statements relating to the activities or policies of Swimming WA.

4.4.2 The Athlete acknowledges and agrees that he/she will consult with the relevant Swimming WA staff prior to any approved media interview to ensure consistency of the Swimming WA message and integrity of the brand is upheld at all times.

5. PERSONAL INFORMATION

The Athlete acknowledges and agrees that:

5.1 Swimming WA collects Personal Information when considering applications for admission to the Program and while administering the Program;

5.2 Swimming WA may store Personal Information that it has collected regarding the Athlete in any form and the CEO and any Swimming WA officers, employees, agents or contractors authorised by the CEO may access this Personal Information;

5.3 Swimming WA may disclose Personal Information that it has collected regarding the Athlete's parties for the purposes of:

5.3.1 investigating possible violations under the Swimming Australia Anti-Doping or Illicit Drugs in Sport Policies;

5.3.2 administering and enforcing the above named policies;

5.3.3 assisting other sporting organisations in the administration and enforcement of their anti-doping policies; and

5.3.4 reporting on the administration and enforcement of the above named policies to governmental and non-governmental organisations who have legitimate interest in anti-doping activities in Australia and elsewhere.

5.4 Swimming WA may disclose Personal Information that it has collected regarding the Athlete to the:

5.4.1 the Athlete's State or Territory institute or academy of sport, if he/she also held a scholarship with such an organisation;

5.4.2 the Australian Sports Anti-Doping Authority; and

5.4.3 any other sporting organisation of which the Athlete is a member, for the purposes of those organisations taking administrative, selection, de-selection or disciplinary action.

5.5 Swimming WA may disclose Personal Information that it has collected regarding the Athlete to third parties where that information is of a general and biographical nature in response to requests for information of this type or as, a part of the Swimming WA public relations activities, including placing this information on its Internet and Intranet web sites. Such information may include the Athletes:

5.5.1 name;

5.5.2 year of birth;

5.5.3 home State or Territory;

5.5.4 sport and sporting event(s);

5.5.5 competition results;

5.5.6 career highlights; and



5.5.7 personal hobbies and interests.

Swimming WA may disclose Personal Information collected regarding the Athlete used as part of collective data by the Swimming WA for research and publication purposes, provided the Athlete's identity is not disclosed.

6. INJURY/ILLNESS

6.1 Safe and Healthy Practices

Swimming WA shall provide or will ensure a training environment which is free of any unreasonable risk to the health, safety and welfare of the Athlete. Without limitation, Swimming WA shall observe and carry out its obligations under the applicable Work Health and Safety Act or its equivalent.

7. BEST ENDEAVOURS

The parties to this Agreement shall use their best endeavours, in relation to any matter or thing directly within their control, to bring about compliance with all the provisions of this Agreement.

8. DISPUTE RESOLUTION

Disputes relating to decisions and application of this policy are bound by Part Four (Dispute Resolution, Mediation and Disciplinary Action) of the Swimming WA Constitution which can be found [here](#).

9. INDEMNITY

The Athlete agrees to:

9.1 indemnify and hold harmless Swimming WA to the full extent allowed by the law from all claims and demands of every kind including, but not limited to negligence and breach of contract arising from or in conjunction with any damage, injury or loss which may be suffered by the Athlete during the Term howsoever caused, and

9.2 irrevocably releases Swimming WA, to the full extent allowed by law, from all claims and demands of every kind including, but not limited to negligence and breach of contract arising from or in conjunction with any damage, injury or loss which may be suffered by the Athlete during the Term howsoever caused, save as specified in Clause 6 hereof.

10. DEFAULT AND TERMINATION

10.1 This Agreement may be terminated or the services or support provided by Swimming WA pursuant to this Agreement may be suspended in whole or in part for such period as the CEO determines:

10.1.1 If the Athlete is in breach of any of his/her obligations under this Agreement and the breach continues for a period of twenty-eight (28) days after notice in writing by Swimming WA to the Athlete requiring the breach to be remedied.

11.2 **Swimming WA Breach** The Athlete may terminate the Agreement if Swimming WA is in breach of any of its obligations hereunder and the breach continues for a period of twenty-eight (28) days after notice in writing by the Athlete to Swimming WA requiring the breach to be remedied.

11.3 **Consent** Any party with the written consent of the other may terminate this Agreement.

