Age Group World Championship Athlete Agreement

BETWEEN

TRIATHLON NEW ZEALAND INCORPORATED, an incorporated society (257805) having its registered office at 14 Normanby Rd, Mt Eden, Auckland (“Tri NZ”)

AND

[INSERT FULL NAME] (the “Athlete”)

This Agreementis made on the date on which payment of the Athlete’s Tri NZ Team Admin Fee (the “Admin Fee”) is paid by the Athlete to Tri NZ either through the Tri NZ online payments and team sign up system or as otherwise agreed with Tri NZ.

BACKGROUND

A Tri NZ is the national governing body for triathlon, duathlon, aquathlon and multisport in New Zealand. Each year in accordance with its selection policies, national squads are selected to prepare for and represent New Zealand and/or to compete in world championship and other international events.

B The Athlete has been or may be selected by Tri NZ for the National Age Group Team (“the Team”) for either one of, or a combination of, the below events (each an “Event”):

(a) 2018 ITU Grand Final (sprint and standard distance triathlon);

(b) 2018 ITU Multisport Festival (Aquathlon, Cross-triathlon, Duathlon and Aquabike); and

(c) 2018 ITU Long Distance Duathlon World Championships (long distance duathlon).

Tri NZ will clarify with the Athlete which of the above Events the Athlete has been selected for via email no later than April 1st on the year of the respective world championship event.

C The Athlete and Tri NZ have agreed that the terms and conditions set out in this Agreement will govern the Athlete's membership of the Team at each Event that they participate in. By making the Admin Fee payment to Tri NZ and completing the online Team sign up process (or such other process as may be mandated by Tri NZ) the Athlete confirms acceptance of the terms and conditions set out in this Agreement.

INTERPRETATION

Definitions:

In this Agreement

"Age Group Experience Manager" means the Age Group Experience Manager of Tri NZ

"Business Day" means any day of the week apart from Saturday or Sunday, and does not include public holidays in Auckland, New Zealand.

"Chief Executive" means the Chief Executive of Tri NZ.

"Community Director" means the Community Director of Tri NZ.

"DFSNZ" means Drug Free Sport New Zealand

"Disrepute" means, in the eyes of Tri NZ, to tarnish the reputation of Tri NZ, specifically in the media, social platforms or in any other form of writing and/or recording. "Selection Dispute" means a dispute between the Athlete and Tri NZ regarding the Athlete's selection or non-selection to the Team in respect of any Event.

"ITU" means the International Triathlon Union.

"The Laws" means the ITU competition rules and/or any National laws of the country which an athlete is competing in.

"Sponsor" means those organisations which sponsor Tri NZ or the Team or any aspect of its operations and activities from time to time.

"Selector" means the Age Group Selection Commission established by Tri NZ.

"Major Controversy" means any action which is formally investigated by the ITU, Tri NZ, the NZ Media and/or any of Tri NZ sponsors.

"Team Manager" means the Team Manager of the Team appointed by the Chief Executive of Tri NZ.

"Team Officials" means those persons who are appointed by Tri NZ or the ITU to assist the Team and include any Assistant Manager or other support person.

"WADA" means the World Anti-Doping Agency.

AGREEMENT

1. Term of Agreement

1.1 This Agreement shall commence on the date that payment of the Admin Fee is paid by the Athlete to Tri NZ and will terminate on December 31st of the respective world championship event year unless earlier terminated in accordance with Clause 4 of this agreement (the "Term").

1.2 The Athlete will only be required to complete the online Team sign up process (or such other process as may be mandated by Tri NZ) once (in respect of the first Event that he or she is selected for). However, by making the Admin Fee payment, the Athlete agrees that the terms and conditions set out in this agreement will apply to the first Event and each subsequent Event that the Athlete is selected for.

2. Obligations of Tri NZ

(a) Marketing: Tri NZ will determine, and undertake as it sees fit, the promotion and marketing of the Team. Tri NZ may consult with the Athlete and with the other members of the Team, from time to time, to seek positive promotion and awareness of the Team.

(b) Selection of the Team: Tri NZ will select the Team for each Event in accordance with its selection policies in place. The decision of Tri NZ is final.

(c) Administration:

I. Tri NZ shall provide administration services to the Team. This includes sourcing accommodation and travel options, facilitating the provision of uniform, an insurance policy, collect and pay race entrance fees and communicate race rules and requirements. (where appropriate and at the discretion of Tri NZ).

II. The Athlete must pay the Admin Fee to Tri NZ. The Admin Fee shall cover all reasonable administration time, costs and expenses associated with the selection, outfitting and other arrangements for the Athlete including the costs of providing Team Managers and other necessary Team Officials.

III. It is a condition of this Agreement and of selection for and participation in each Event that the Athlete pays the Admin Fee and completes such other administrative requirements as Tri NZ may request by the date or dates specified by Tri NZ.

(d) Clothing and Equipment

I. The Athlete, as a member of the Team, must purchase from Tri NZ or Tri NZ's nominated supplier such clothing ("the Clothing") as Tri NZ in it's sole discretion stipulates.

II. Tri NZ shall reasonably endeavour to procure that the relevant supplier(s) make the Clothing available to the Athlete as soon as reasonably practicable after the Athlete signs this Agreement and upon receipt from the Athlete of payment for the Clothing.

III. Tri NZ is not responsible for supplying any other equipment to the Athlete.

(e) Insurance

I. The Athlete must purchase and uptake the nominated insurance policy in relation to each Event (which includes travel to and from each Event) from Tri NZ's official insurance supplier at their own expense and for period from the day of departure from the Athlete's residence to travel to the Event to the day of his or her return.

II. Tri NZ and their official insurance provider shall notify the Athlete of costs associated with the nominated insurance policy as soon as reasonably practicable.

III. Tri NZ in conjunction with their official insurance provider will use its reasonable endeavours to ensure that the nominated policy offered to the Athlete meets ITU competition rules.

IV. It is a condition of this Agreement and of selection for and participation in each Event that the Athlete pays their insurance invoice in full within the timelines specified by Tri NZ in relation to each Event. Failure to do so may result in a late fee being charged or Tri NZ withdrawing the Athlete from the Team. The timelines provided by Tri NZ change from time to time but the athlete will be given reasonable notice of them

V. Tri NZ receives commission from its nominated insurance providers and these commissions are disclosed to athletes when the insurance requirements are communicated in respect of each Event. By paying the Admin Fee to Tri NZ, the Athlete consents to Tri NZ receiving these commission payments from its nominated insurance provider

VI. Tri NZ accepts no responsibility to the Athlete for the Athlete's ability (or otherwise) to make any claim or recover any amount under any insurance policy taken out in connection with this Agreement. The requirements of this Agreement relating to insurance are minimum requirements. It is the Athlete's responsibility to ensure that he or she is satisfied with the extent of his or her insurance arrangements in relation to each Event and his or her travel to and from each Event.

VII. The Athlete must comply with and observe the terms of all insurance policies and must not do anything which could result in any insurance policy being rendered void or voidable or otherwise give insurers the right to disclaim liability under such policy or policies.

3. Obligations of the Athlete

General Obligations

3.1 The Athlete acknowledges that it is fundamental to this agreement that at all times the Athlete must act with utmost good faith towards Tri NZ and Tri NZ's stakeholders (including Sponsors) and must perform their obligations under this Agreement in a professional and proper manner.

3.2 The Athlete warrants that they are:

(a) A current member of Tri NZ; and

(b) A Current financial member of a Tri NZ affiliated club (unless residing overseas); and

(c) A New Zealand citizen, permanent resident of New Zealand or have resided in New Zealand for at least 12 months prior to gaining selection.

Tri NZ may at any time request that the Athlete provides evidence that they comply with the requirements of clause 3.2.

3.3 The Athlete shall at all times comply with:

(a) the constitution and regulations of Tri NZ;

(b) the rules and regulations of the ITU;

(c) the Code of Conduct annexed at Schedule 1, and any amendment from time to time adopted by Triathlon New Zealand; and

(d) any policies, procedures, decisions or reasonable directions of Tri NZ (as communicated through the Chief Executive, the Community Director, the Age Group Experience Manager, the Team Manager or other Team Officials, employees or representatives of Tri NZ).

3.4 The Athlete shall not at any time bring the sport of triathlon, Tri NZ (including its agents, stakeholders, sponsors and employees) or fellow members of the Team, into Disrepute. Bringing Tri NZ into Disrepute may result in the athlete being withdrawn from their world championship race and/or jeopardise their future ability to gain team selection.

3.5 The Athlete agrees to respond to all correspondence, surveys, questionnaires or requests from Tri NZ within any required deadlines.

3.6 The Athlete agrees to update Tri NZ, Team Managers and Selectors as required to ensure that their contact details are correct and that they receive communications. This will include specifically updating contact details as supplied at the time of selection application and contact

details when travelling prior to their respective events should the team management need to contact them about important changes to the event schedule.

3.7 The Athlete must respond to requests for information by Tri NZ and must make all payments by the deadlines as specified by Tri NZ. Failure to do so will result in the Athlete being charged a late fee or the Athlete being withdrawn from the Team at the discretion of Tri NZ.

3.8 If the Athlete is not staying at the nominated Team hotel it is the Athlete's responsibility to keep in touch with the Team. The Athlete must attend all Team meetings, Team functions and regularly check the notice board at the Team hotel for any notices of event changes. It is not the Team Manager's responsibility to contact the Athlete about any changes or new information regarding the Team or any Event. Any repercussions of the above are not the responsibility of Tri NZ.

Anti-Doping

3.9 The Athlete undertakes not to take substances or use methods which are prohibited by, or under the rules, policies and procedures of Drug Free Sport New Zealand (DFSNZ), WADA, ITU, or Tri NZ.

3.10 The Athlete shall, at all times, comply with the Tri NZ Anti-Doping Regulations (as amended from time to time). In particular, the Athlete acknowledges that they must:

(a) Provide samples for drug testing at any time requested by any drug testing agency including the DFSNZ;

(b) Provide Tri NZ with up to date contact details of their whereabouts for the purposes of out of competition drug testing;

(c) Not aid or abet any other person in any breach of the Tri NZ Anti-Doping Regulations; and

(d) Not use, have in their possession, or traffic in a substance or drug prohibited under the laws of any relevant Country or State.

3.11 The Athlete shall not take or use any drug (whether prescription or otherwise) whilst a member of the Team without this use first being authorised by DFSNZ, except in case of emergencies.

Competing and Training

3.12 The Athlete must attend all team meetings as directed by the Team Manager, unless the Athlete has obtained prior approval from the Team Manager not to take part.

3.13 The Athlete must at all times maintain their physical and mental fitness to enable them to compete to the best of their ability.

3.14 If the Athlete suffers, or becomes aware of, any illness or injury which might impact on their ability to train and/or compete as a member of the Team the Athlete must comply with the provisions of clauses 3.19 – 3.22 of this Agreement.

Clothing and Equipment

3.15 Uniform: Except as provided for below, the Athlete must purchase and wear the Clothing as directed by Tri NZ. It shall be a breach of this Agreement not to purchase and wear the Clothing as directed by Tri NZ.

(a) Where Tri NZ has supplied the Athlete with the Clothing free of charge the Athlete agrees to wear the the Clothing with unaltered sponsor logos.

(b) Where the Athlete has existing sponsorship, this can be applied to the the Clothing as directed by Tri NZ, subject to ITU rules.

(c) If Tri NZ grants the Athlete dispensation so the Athlete is not required to wear the the Clothing, it is the Athlete's sole responsibility to ensure the uniform and logos on the uniform they wear during the race(s) meets ITU rules and Tri NZ principal sponsorship obligations, at their own cost. The Athlete shall return any of the Clothing supplied by Tri NZ unused.

(d) Tri NZ reserves the right to withdraw the Athlete from the Team if this clause is breached.

3.16 Equipment: The Athlete is responsible for obtaining equipment for their use as a member of the Team. The equipment used by the Athlete when training or competing as a member of the Team must comply with the regulations of ITU and must not carry any name, trade mark, logo or slogan other than as permitted by the ITU.

Media and Promotion

3.17 During the Term the Athlete must make themselves available for media interviews, press conferences and other promotional activity at the reasonable request of the Team Manager.

3.18 The Athlete shall use their best endeavours during any media or photographic appearance, not to obscure or remove either wholly or partially any advertising sign or name trade mark slogan or logo which refers to a Sponsor (for example, the Athlete must not, when accepting awards or having their photograph taken whilst wearing the Clothing, cross arms to cover the Sponsor's logo on the front of their top).

Illness and Injuries

3.19 Immediately upon the Athlete becoming ill or injured, the Athlete must:

(a) take all reasonable steps to minimise any further illness or injury;

(b) notify the Team Manager (or if they are unavailable a Team Official) of the fact of the illness or injury and such details about the nature and prognosis as the Team Manager or Official requests;

(c) if requested by the Team Manager, attend a medical practitioner and/or other health professional determined by the Team Manager for an examination (and if necessary any relevant tests) and provide to the Team Manager that practitioner/health professionals written opinion on the nature and extent of the injury and the prognosis. The Team Manager may request more than one such examination;

(d) follow to the best of their ability the advice and rehabilitation recommended by the medical practitioner or health professional; and

(e) report to the Team Manager on a regular basis, as determined by the Team Manager, on the status of the illness or injury.

3.20 Tri NZ is not responsible for any expenses incurred by the Athlete arising out of the diagnosis and treatment of any illness or injury during the Term.

3.21 If the Athlete is ill or injured and in the opinion of the Team Manager is unlikely or unable to return to full capacity to train and compete as a member of the Team, the Team Manager may on behalf of Tri NZ withdraw the Athlete from the Team in respect of one or more Events. Before doing so the Team Manager shall request the Athlete to supply an up to date medical opinion on their illness or injury.

3.22 The Athlete consents, pursuant to the Privacy Act 1993, to allow Tri NZ to collect the results from such assessments and to retain and distribute such information to those people who need to know for the purpose of assisting the Athlete to improve their performance.

Rights of Tri NZ

3.23 Athlete's Identity

I. The Athlete grants to Tri NZ and any Sponsor the non-exclusive right to use the Athlete's name, voice, photograph, image, likeness or identity at any time and in any place in any manner whatsoever in order to promote Tri NZ, a Sponsor or any aspect of the Team.

II. In particular, Tri NZ and any Sponsor may use the Athlete's name, voice, photograph, image, likeness or identity in any advertisement promotion marketing activity, document or on any merchandise or at any event or function under the control of Tri NZ.

III. The Athlete warrants that they have not assigned or licensed any rights to their name, voice, photograph, image, likeness or identity to any other person in a way that would prevent Tri NZ or a Sponsor from publicising or otherwise using their name, voice, photograph, image, likeness or identity in the manner provided for in this Agreement.

Rights of the Athlete

3.24 Personal Sponsorship: The Athlete may hold personal individual sponsorship contracts during the Term, on the following conditions:

I. In respect of any such contract entered into prior to signing this agreement, such sponsorship contract must not conflict with the sponsorship of a Sponsor, and the Athlete must declare all such contracts in writing to the Age Group Experience Manager.

II. In respect of any such contract entered into after signing this agreement, such sponsorship contract must not conflict with the sponsorship of a Sponsor, and the Athlete must obtain the prior written consent of Tri NZ (such consent not to be unreasonably withheld); and

III. The sponsorship is not, in Tri NZ's opinion, detrimental to Tri NZ or the Team, or in conflict with any Sponsor's sponsorship.

3.25 Use of Identity: The Athlete may participate in any advertising, marketing or promotional activity during the term, on the following conditions only:

(a) Where such activity does not conflict with the sponsorship of a Sponsor, and the Athlete has obtained the prior written consent of Tri NZ to do so (such consent not to be unreasonably withheld); and

(b) Such activity is not, in Tri NZ's opinion, detrimental to Tri NZ, or the Team, or in conflict with the sponsorship of any sponsor.

4. Termination

4.1 If the Athlete:

(a) breaches any provision of this agreement; or

(b) is convicted of a criminal offence; or

(c) is suspended from any event, competition, team or squad by Tri NZ, ITU, or any of their respective members; or

(d) is found guilty by ITU or Tri NZ of a breach or violation of their rules or regulations (however described); or

(e) brings the sport of triathlon, any Sponsor, Tri NZ (including any of its agents and employees) into Disrepute; or

(f) is involved in any Major Controversy.

4.2 Tri NZ may in its absolute discretion do any one or more of the following:

(a) remove the Athlete from the Team in respect of one or more Events;

(b) withhold and/or forfeit from the Athlete any sum of money (including reimbursement of expenses) which would otherwise be payable to them under this agreement;

(c) restrict or withhold any benefit the Athlete is entitled to under this agreement;

(d) terminate this agreement by written notice;

(e) take such other disciplinary action as they consider fit under the Tri NZ Constitution and Regulations;

provided that before taking action under this clause, Tri NZ must give the Athlete a reasonable opportunity to be heard concerning the alleged breach or matter giving rise to the proposed sanction.

4.3 Tri NZ may also terminate this agreement by giving written notice to the Athlete, if:

(a) The Athlete is ill or injured and the Athlete is withdrawn from the Team pursuant to clause 3.21; or

(b) Any sponsorship of Tri NZ (including sponsorship of the Team) ceases or is varied so as to reduce substantially the overall benefits to Tri NZ and the Athlete; or

(c) The funding of Tri NZ from any other person or organisation ceases, or is substantially reduced.

4.4 The Athlete may retire or withdraw from the Team by giving no less than 7 Business Days written notice to Tri NZ. Any such notice shall be deemed to automatically terminate this Agreement. Written notice should be emailed to triworlds@triathlon.kiwi. Notice is only valid upon receipt.

5. No Employment Relationship

The parties agree there is no relationship of employer/employee, principal/agent or partnership between them.

6. Disputes

6.1 If the parties are in dispute about any matter arising from this Agreement, (except a Selection Dispute) it is agreed that the parties will endeavour to negotiate in good faith to see whether an agreed settlement can be reached.

6.2 If an agreement between the parties cannot be reached within 14 days of the dispute arising either party may require the dispute to be submitted for determination to an independent arbitrator or tribunal, as determined by Tri NZ.

6.3 The parties agree that the dispute resolution procedure in this agreement must be exhausted before any proceedings may be commenced in any court or tribunal.

6.4 A Selection Dispute shall be dealt with in accordance with the procedures for such disputes adopted from time to time by Tri NZ.

7. Indemnity

7.1 The Athlete acknowledges there is risk of personal injury and personal and property damage associated with their participation in triathlon and related sports.

7.2 The Athlete agrees that Tri NZ will not be under any liability for any such loss, damage, or injury of any kind arising from, or in connection with, directly or indirectly, any act, omission or fault of any person (including Tri NZ) in respect of:

(a) their membership of the Team;

(b) their participation in any training, Event or other competition with or for the Team;

(c) any disciplinary action taken against them by Tri NZ or any other person;

(d) any issue arising out of their selection or non-selection to the Team; or

(e) any other matter or issue relating to or arising out of this agreement.

7.3 The Athlete indemnifies and will at all times keep indemnified Tri NZ from and against all actions, proceedings, claims demand, costs and expenses which may be suffered or incurred by them or taken or made against Tri NZ in connection with or in any way arising out of the situations referred to in clause 7.2.

SIGNED

TRIATHLON NEW ZEALAND INCORPORATED, an incorporated society (257805) having its registered office at 14 Normanby Rd, Mt Eden, Auckland ("Tri NZ")

AND

[INSERT FULL NAME] (the "Athlete")

This Agreementis made on the date on which payment of the Athlete's Tri NZ Team Admin Fee (the "Admin Fee") is paid by the Athlete to Tri NZ either through the Tri NZ online payments and team sign up system or as otherwise agreed with Tri NZ.

SCHEDULE 1

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 the Age Group Experience Manager and/or the Team Manager.

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:

(a) The venue of competition which means the course, surrounds and structures of the place where the Athlete is competing;

(b) Any accommodation provided during the period of competition;

(c) 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, its 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 strictly to comply with any regulations adopted by Tri NZ in regard thereto;

(e) Presenting themselves for competition in an acceptable physical and mental condition and standard of appearance; and

(f) Maintaining towards opponents an attitude of respect and politeness.

OTHER OCCASIONS

2. The Athlete shall at all times refrain from:

(a) any behaviour which might reflect unfavourably on the sport, Tri NZ, sponsors, stakeholders or the Team or its management, or which might bring any other athlete, official or Tri NZ into disrepute;

(b) making any comment to the media or on social media relating to the Team or any Event without the permission of the Age Group Experience Manager or the Team Manager, and in particular any public announcement or media comment that might bring the sport into disrepute; and

(c) any discriminatory practices based on gender, race, religion, ethnic background or mental or physical disability.

3. The Athlete shall at all times abide by and accept:

(a) All directions of the Age Group Experience Manager, Team Manager and Tri NZ;

(b) Any judgment of the Age Group Experience Manager, Team Manager or any other duly appointed official of Tri NZ as to any unacceptable behaviour; and

(d) The requirements of Tri NZ, the Age Group Experience Manager, and the Team Manager as to dress including sponsor's logos.

4. The Athlete shall at all times respect the event officials and volunteers, officers associated with each Event.

5. The Athlete shall at all times respect the officers and appointed officials of Tri NZ.

6. The Athlete shall at all times comply with the law of the countries that their international competitions are held in, including without limitation, those related to alcohol and driving.

RESPONSIBILITIES OF TEAM MANAGER AND TEAM OFFICIALS

The responsibilities of the Team Manager and Team Officials are:

(a) 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.

(b) Where the Age Group Experience Manager, the Team Manager or responsible official is satisfied that a breach of this Code of Conduct has occurred, to take responsible and appropriate action.

(c) 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

7. If the Age Group Experience Manager or the Team Manager, having heard any explanation that the athlete concerned may offer, is satisfied that the athlete is in serious breach of this Code of Conduct, the Age Group Experience Manager or the Team Manager may withdraw that athlete from the Team and may require him/her to return home at the athlete's own expense.

8. Any athlete who is dissatisfied with any action of the Age Group Experience Manager or the Team Manager in relation to this Code of Conduct may require Tri NZ to inquire into the conduct in question of the athlete and the actions of the Age Group Experience Manager or the Team Manager in regard to it.