



TRI NZ HIGH PERFORMANCE

2022 World Triathlon ELITE and U23 WORLD CHAMPIONSHIPS

SELECTION POLICY

1. Introduction

- 1.1. **Scope:** This Selection Policy explains how Tri NZ will select Athletes for the Elite Men's and Women's Triathlons ("the **Team**") at the Elite and U23 2022 World Triathlon Olympic Distance Championships ("the **Event**").
- 1.2. **Aim:** The primary aim of Tri NZ in selecting the Team is for athletes to be capable of finishing within the top half of the field at the Event.
- 1.3. **Application:** This Selection Policy is issued by the Tri NZ Board and takes effect from 1 January 2022. This Selection Policy applies to:
- (a) all Athletes wishing to be considered for selection to the Team; and
 - (b) the Tri NZ Elite Selection Commission ("the **Selectors**"), in undertaking their role and responsibilities in considering selections to the Team.
- 1.4. **Steps:** Consideration to represent New Zealand at the Event is a four-step process:
- (a) Step 1 - Athlete Nomination form to be completed and sent to hpadmin@triathlon.kiwi by 1st August 2022
 - (b) **Step 2 – Eligibility:** Eligibility of the Athlete to be considered for selection to represent Tri NZ;
 - (c) **Step 3 – Selection:** Selection by Tri NZ to the Team;
 - (d) **Step 4 – Agreement:** Acceptance and signing an Athlete Contract or Agreement; and
 - (e) – **World Triathlon Acceptance:** The World Triathlon confirming its acceptance of the Athlete being entered into the Event. Please note that Tri NZ does not have control over the World Triathlon rules concerning permission to start at the Event and that all Selected Athletes will still need to meet the World Triathlon criteria and be offered a starting slot at the Event by World Triathlon in order to be able to participate in the Event.

- 1.5. **Status:** This Selection Policy overrides all other correspondence, discussions, and representations (whether written or oral) by Tri NZ regarding selection to the Team. This Selection Policy forms part of the Team Agreement and/or Athlete Agreement (as applicable).
- 1.6. **Definitions:** Clause 12 of this Selection Policy sets out the meaning of certain words used in this Selection Policy.

2. Step One – Eligibility for Selection

2.1. **Eligibility:** The Selectors may only consider an Athlete for selection who is an Eligible Athlete as at the Selection Date. An Athlete will only be an Eligible Athlete if the Athlete:

- (a) is a member of Good Standing of Tri NZ; and
- (b) meets the eligibility requirements of the Triathlon New Zealand's World Triathlon Eligibility and the World Triathlon rules for the Event; and
- (c) has demonstrated to the satisfaction of the Selectors they are not suffering any physical or mental impairment that would prevent them from competing in the Event to the best of their ability; and
- (d) has completed an Athlete Nomination Form by the 1st August 2022; and
- (e) has already signed up to a current Athlete Contract or Agreement (as applicable) or has confirmed that he or she will sign an Athlete Contract or Commit to the Athlete Code of Conduct(as applicable) if selected; and
- (f) has in the view of the Selectors not acted in such a manner so as to bring the Athlete, the sport, Tri NZ or the World Triathlon into public disrepute; and
- (g) to Tri NZ's knowledge, has not used or administered any substance which, if it had been detected as being present in the Athlete's body tissue or fluids, would have constituted doping, or used any prohibited method or committed any other doping offence as defined in Tri NZ's, World Triathlon's or WADA's regulations.

2.2. **No Selection:** If an Athlete does not meet all of the eligibility requirements specified in clause 3.1 by the Selection Date, the Athlete cannot be considered by Tri NZ for selection to the Team, unless there are exceptional reasons agreed by the Selectors.

3. Step 2 - Selection by Tri NZ

3.1. **Selection:** Tri NZ will decide if it will provide conditional selection of Athletes to the Team, at the time the request for athlete nominations is made in accordance with clause 3.2 (d).

3.2. **Selection Date:** The Selection Dates are as follows:

- (a) **Selection:** 1st October 2022
- (b) **Athlete agreement:** By the 4th October 2022 notify Tri NZ in writing to hpadmin@triathlon.kiwi if they accept their selection and confirm they are on an existing Athlete Contract or Agreement.

3.3. **Selectors:** The Selectors shall decide on the Athletes to be selected in accordance with the process set out in the Selectors' Terms of Reference.

3.4. **Selection Criteria and Factors:** In deciding on the Athletes to select, the Selectors, must:

- (a) apply the selection criteria in clause 5;
- (b) consider any Extenuating Circumstances in accordance with clause 6;
- (c) consider any other factors in accordance with clause 7; and
- (d) in all other respects, comply with this Selection Policy.

4. Selection Criteria

4.1. **Selection Criteria:** Athletes will be selected to the New Zealand team if they have made it onto the start list for the 2022 World Triathlon World Grand Final (Elite and U23) Abu Dhabi event.

5. Extenuating Circumstances

5.1. **Application:** The Selectors may, in their sole discretion, consider and place weight upon any Extenuating Circumstances when considering an Athlete for selection under this Selection Policy.

5.2. **Notification:** An Athlete who wishes the Selectors to take Extenuating Circumstances into account in considering that Athlete's potential selection, must advise the Chair of Selectors of the specific Extenuating Circumstances in writing, with as much advance notice as possible, and:

- (a) if the Extenuating Circumstances prevent an Athlete from competing or performing in a race, then ideally 7 days and no later than 2 hours prior to the relevant race;
- (b) if the Extenuating Circumstances occur during a race then as soon as practicable but in no event later than 24 hours after of the completion of the race;

- (c) if the Extenuating Circumstances occur at any other time, then as soon as practicable after it occurs.

5.3 Where no Notification: If the Chair of Selectors is not notified of any Extenuating Circumstances in accordance with clause 6.2, then the Selectors may choose not to consider such circumstances.

5.4 Injury/Illness: If the Extenuating Circumstances are injury or illness, Athletes may be required by the Selectors to provide a medical certificate and/or to undergo an examination by a health practitioner(s) nominated by the Selectors, and to provide that opinion and/or report to the Selectors. Any failure to agree to such a request may result in the Selectors being unable to consider the injury or illness as an Extenuating Circumstance.

5.5 Verification: If the Extenuating Circumstances are circumstances other than injury or illness, the Selectors may request evidence to verify the existence and details of the Extenuating Circumstances.

6. Other Factors

6.1. **Demonstration:** In considering any Athlete for selection, the Selectors must, in their sole discretion, be satisfied that each Athlete has demonstrated:

- (a) the commitment to maintain an appropriate level of fitness, training and competition to compete in the Event to the best of their ability; and
- (b) a strong team ethic, including, a commitment to attend relevant Tri NZ training camps, to promote Tri NZ in a positive manner, and to uphold either the Athlete Agreement or the Team Agreement.

6.2. **Opportunity to be Heard:** If the Selectors consider that an Athlete, who they are considering for selection, has not or may not have demonstrated the requirements in clause 7.1, the Selectors shall, prior to any selection:

- (a) inform the Athlete of the specific requirement in clause 7.1 which the Selectors consider has or may not have been demonstrated;
- (b) give the Athlete an opportunity to respond, including an opportunity to provide evidence demonstrating they have satisfied the requirements.

6.3. **Actions:** If, having received and considered the Athlete's response in clause 7.2(b), the Selectors consider the specific requirement has not, in their discretion, been met or a satisfactory response given, the Selectors may:

- (a) decide not to select that Athlete;
- (b) require the Athlete to take specific steps to satisfy the requirements before the Selection Date;

- (c) select the Athlete but with conditions relating to that requirement; or,
- (d) select the Athlete.

7. Step 3 - Process & Agreement of Selection

8.1. **Notification:** All Eligible Athletes with reasonable consideration for selection will be informed by Tri NZ whether or not they have been selected to the Team.

8.2. **Requirements:** Every Selected Athlete must:

- (a) Notify Tri NZ in writing via hpadmin@triathlon.kiwi by 4th October 2022 of their acceptance of selection and sign or already be signed up to a Athlete Contract or Agreement as at that date;
- (b) maintain an appropriate level of fitness, training and competition as determined by the Tri NZ GM of Performance or designate;
- (c) fully participate in any Team training camps or designated competitions as directed by the Tri NZ GM of Performance or designate;
- (d) keep the Selectors apprised of their fitness via the Tri NZ GM of Performance. Ordinarily this will include race results and/or training data provided on a monthly basis;
- (e) immediately inform the Tri NZ GM of Performance and the Tri NZ HP Chief Medical Officer of any illness or injury that could impact on the Athlete's capability to compete to the best of their ability, on the understanding that the Tri NZ Chief Medical Officer will inform the Selectors of any fitness concern while upholding confidentiality; and
- (f) comply with their obligations to Tri NZ.

8.3. **Conditions:** Tri NZ may select an Athlete, subject to conditions. For example, conditions of selection may include those noted below or any other conditions specified by the Selectors:

- (a) recovery from injury to the satisfaction of the Selectors, after consultation with Tri NZ, by a specified date;
- (b) qualification of a quota place for the Event under the World Triathlon rules system by a specified date; and/or
- (c) meeting a specified performance or testing requirement.

8.4. **Satisfying Conditions:** If selection of an Athlete is conditional, the specified conditions must be met to the satisfaction of the Selectors before that Athlete's selection is made unconditional. If they are not met, then the Athlete will immediately cease to be a Selected Athlete.

- 8.5. **Replacement Athlete:** If prior to the Selection Date, a Selected Athlete does not satisfy a requirement of their selection (under clause 8.2), the Selectors may, in their sole discretion, select another Athlete in accordance with this Selection Policy.
- 8.6. **Announcement of the NZ Team:** Tri NZ shall, within reasonable time of the Selection Date, publicly announce the Team.

8. Appeals

- 9.1. **Non-Selection Appeal:** An Athlete may appeal to Tri NZ against their non-selection in accordance with the Tri NZ Selection Appeals Policy.

9. Inconsistencies

- 10.1. **Inconsistency:** In the event there is any inconsistency between this Selection Policy and any other policy or agreement, this Selection Policy shall prevail.
- 10.2. **Higher Standard:** If this Selection Policy imposes a higher qualification standard or a lesser number of participants than stated by the rules of the Event, this shall not be regarded as an inconsistency.

10. Amendments to this Selection Policy

- 11.1. **Amendment:** This Selection Policy may be amended from time to time by the Tri NZ Board.
- 11.2. **Notice:** Tri NZ will give as much notice as possible of any amendment to this Selection Policy to persons it considers may be affected by any such amendment.

11. Definitions

In this Selection Policy the following definitions apply:

- 12.1. **Athlete** means a person seeking selection in the Team, and other than in clauses 1.3(a), 2 and 3, means an Eligible Athlete, unless stated otherwise.
- 12.2. **Athlete Agreement** means an agreement in a form acceptable to Tri NZ relating to the Athlete's participation in the High Performance Programme as a carded athlete.

- 12.3. **Athlete Application** form means the form athletes are required to fill out for consideration for selection, copies of which can be obtained from Tri NZ on request.
- 12.4. **DFSNZ** means Drug Free Sport New Zealand.
- 12.5. **Eligible Athlete** means an Athlete who meets the eligibility requirements in clause 3, unless specified otherwise.
- 12.6. **Event** means the Elite and U23 Men's and Women's triathlon at the World Triathlon World Championships in Abu Dhabi in November 2022, unless specified otherwise.
- 12.7. **Extenuating Circumstances** means the inability of an Athlete to compete or perform to an optimum level due to factors which occur to them (during a race, event, in testing or at any other time) including, but not limited to, the following:
- (a) injury or illness;
 - (b) travel delays;
 - (c) equipment failure;
 - (d) bereavement or personal misfortune; and/or
 - (e) any other factors reasonably considered by the Selectors to constitute extenuating circumstances.
- 12.8. **Good Standing** means the Athlete must be a current registered member of Tri NZ and/or of a club affiliated to Tri NZ, and not be subject to any sanction or disciplinary action from Tri NZ or their club.
- 12.9. **High Performance Programme** means the Tri NZ high performance programme.
- 12.10. **World Triathlon** means the International Triathlon Union being the international federation of Tri NZ.
- 12.11. **Selected Athlete** means each Athlete which Tri NZ selects, including those selected subject to any conditions.
- 12.12. **Selection Date(s)** means the applicable date specified in clause 4.2 by which Tri NZ will select and notify athletes.
- 12.13. **Selectors** means the members of the Tri NZ Elite Selection Commission appointed by the Tri NZ Board in accordance with Selectors' Terms of Reference. The names of each of the Selectors are on the Tri NZ website.
- 12.14. **Selectors' Terms of Reference** means the terms of reference of the Tri NZ Elite Selection Commission dated June 2015, and as amended by the Tri NZ Board from time to time.

- 12.15. **Triathlon New Zealand World Triathlon Eligibility** means the policy published on the Tri NZ website that determines which events athletes can enter
- 12.16. **Team Agreement** means an agreement in a form acceptable to Tri NZ relating to the Athlete's participation in the High Performance Programme as a noncarded athlete.
- 12.17. **Tri NZ** means Triathlon New Zealand Incorporated.
- 12.18. **Tri NZ Selection Appeals Policy** means the Selection Appeals Policy as published on the Tri NZ website.
- 12.19. **Tri NZ Board** means the Board of directors of Tri NZ.
- 12.20. **WADA Code** means the World Anti-Doping Code published by the World AntiDoping Agency.
- 12.21. **Conditional Selection** means selection is subject to an athlete meeting the selection criteria outlined in clause 5.1, and it is determined by the Selectors that all other Eligibility Criteria clause 3.2 and Selection Criteria and Factors Clause 4.4 have been considered and met.
- 12.22. **Substitutions** means an athlete can be added onto the start list in place of a higher ranked athlete that is not racing. (We need to add into the policy that (1) male (1) female athlete can be substituted onto the start list within 48 hours of the start list coming out. This will be allocated based on athletes World Triathlon World ranking, with the higher ranked athlete offered the spot first.)