



MACCABI AUSTRALIA INCORPORATED

TEAM MEMBERSHIP AGREEMENT

2019 PAN AMERICAN MACCABI GAMES

Your selection to participate in the 2019 Pan American Maccabi Games Team is conditional on you entering into this Agreement and observing its terms.

You should carefully read this Agreement so as to understand its terms and the consequences flowing from any breach of its terms.

Please ensure that you retain a copy of this Agreement for your reference.

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1 BACKGROUND

Maccabi Values

The Maccabi organisation is substantially a volunteer organisation and as such relies heavily on the community for support. Given the diversity of skills, capability and background of the people who represent the organisation, MAI has developed and adopted several timeless values that are intended to guide the behaviour of all members and stakeholders. These are:

Respect

This value incorporates respect for oneself, one's body, for others, for the rules and regulations, for sport and the environment. Related to sport, respect stands for fair play, to win with humility and for the fight against discrimination and any other unethical behaviour. Treat others as you wish to be treated.

Teamwork

We recognise that success and excellence can only be achieved and sustained by a deep commitment to working as a team and the practice of focusing on collective rather than individual effort and rewards. Compete with passion and have fun.

Community

We act consciously to inspire the trust of everyone whose lives we touch by modelling the highest standards of honesty and integrity. We carry our Jewishness with pride and behave in ways that make the Jewish community proud.

Volunteerism

We remain accountable to our members and value the work of the volunteers who define our organisation. We will promote open and transparent management processes and always engage in authentic consultation with our stakeholders.

As a member, volunteer or administrator of Maccabi it is important that you embrace these values in your dealings and assist in promoting the desired behaviours. We trust that you will commit to do your part to uphold these values and promote the Maccabi brand in the community in a positive light.

Maccabi Australia International Games Guiding Principles

One of the most important events in the MAI calendar is the Maccabiah Games which is held every 4 years in Israel. In addition to these Games, MAI elects to support other international regional Maccabi Games for a number of reasons

Regional Maccabi Games provide a unique opportunity for Jewish athletes to:

- Represent Australia at an international sporting event – those who attend these Games may be on a road to Maccabiah in 2021, whilst others may not see themselves as able to participate in 2021
- Develop and deepen a sense of connection to the community and the Maccabi Movement
- Strive for sporting excellence

All team members, coaches, managers and supporters need to remember that during the Pan American Maccabi Games period they are representatives of MAI and their conduct reflects on the reputation of Maccabi, its stakeholders, the community and our standing in society. As such MAI expects all people connected with the brand regardless of their involvement to behave in a courteous

and respectful manner consistent with the values, team and behavioral guidelines. An overview of these is set out below:

- **Uphold the Values and Integrity of Sport by**
 - being responsible and accountable to team rules
 - respecting the spirit of fair-play and sportsmanship
 - accepting victory and defeat with dignity and grace
 - being respectful to teammates, officials and competitors
- **Positively Promote the Maccabi Brand by**
 - acting with decorum and dignity to maintain the positive image and values of the Maccabi organisation – be a positive role model
 - striving for excellence and the highest possible sporting standard
 - being proud of your uniform and selection to represent your country, community and team
- **Adopt Team Standards by**
 - complying with the Maccabi Member Protection Policies (MPP)
 - following all medical, safety and anti-doping guidelines
 - adhering to the team member agreement and by-laws

2 TERM

This Agreement commences on the date of the Acceptance by the Team Member (and the Athlete's parent/legal guardian where the Athlete is a minor).

This Agreement concludes on such date as the Team Member is formally discharged from the Team, subject to termination pursuant to clause 12 ("Term").

3 TEAM MEMBERSHIP & AGREED TERMS

The Team Member acknowledges that membership of the Team is an honour and a privilege and that membership is subject to the Team Member's compliance with the terms of this Agreement.

The Team Member agrees to be bound by and comply with the terms set out in this Agreement and the [Team Policies](#):

- 2019 Pan American Maccabi Games Team Selection By-Law
- 2019 Pan American Maccabi Games Athlete Selection Criteria
- Maccabi Australia Anti Doping Policy
- Maccabi Australia Media Policy
- Maccabi Australia Travel Policy
- Maccabi Australia Member Protection Policy (MPP)
- Maccabi Australia Code of Conduct

4 PAYMENT SCHEDULE

The Team Member acknowledges that there are compulsory costs associated with the Games to be paid by the Team Member

5 TEAM MEMBER'S OBLIGATIONS

5.1 COMPLIANCE WITH TEAM POLICIES AND DIRECTIONS

During the Term, the Team Member must comply with the terms of this Agreement and the MAI Team Policies.

5.2 STANDARDS

5.2.1 Team Member Standards

The Team Member shall:

- a) behave in a respectful and appropriate way at all times during the Term;
- b) take all possible measures to obtain and maintain exceptional physical and mental health conducive to sporting excellence and performance at the highest possible standards at the Games;
- c) respect the spirit of fair play and behave accordingly;
- d) accept victory and defeat with dignity and grace;
- e) not at any time engage in conduct (whether publicly known or not), which has brought, brings or would have the tendency to bring the Team Member or the Team Member's sport into disrepute or censure, or which is or would have the tendency to be inconsistent with, the image or values of MAI or the Team, or as a result of which the Team Member's continued membership would not be or would not likely be in the best interests of the Team or which is in breach of the MAI Media Policy;
- f) not at any time be convicted of, or charged with, any serious offence involving violence, alcohol or drugs, or any sex offence, or any offence relating to any betting or gambling activities on sport, or any offence which is punishable by imprisonment;
- g) comply with all reasonable directions of, and arrangements made by MAI, the General Manager or any person appointed by them;
- h) travel to and depart from the Team Member's Games Accommodation on the dates and in the manner determined or approved by the General Manager or nominated delegate;
- i) reside in the Team Member's Games Accommodation for the whole of the Games Period as determined by the General Manager or nominated delegate or at such other location during the Games Period as directed or approved by the General Manager or nominated delegate;
- j) inform the General Manager or nominated delegate during the Games Period of the Team Member's whereabouts if the Team Member departs the Games Accommodation;
- k) wear and use exclusively the team uniform throughout the Games Period and at all other times, as directed by the Team Officials, including without limitation at all ceremonies, events and functions. The requirement to wear the team uniform does not apply to competition shoes or specialised equipment;
- l) truthfully make any declarations regarding anti-doping matters as required of the Team Member from time to time; and
- m) co-operate and assist MAI in any matter arising in relation to the Team Member's compliance with the terms of this Agreement, even if to do so might tend to incriminate or expose the Team Member to a penalty, sanction or other disciplinary measure. This includes honestly and fully disclosing and continuing to disclose any information to MAI concerning any matter arising in relation to the Team Member's compliance with this Agreement, immediately upon becoming aware of any such matter, and ensuring that any disclosure is not false or misleading. The Team Member's obligations under this clause continue notwithstanding the conclusion or termination of this Agreement, to the extent that it concerns matters existing during the Term;

5.2.2 Athlete Standards

Where the Team Member is an Athlete, the Athlete shall:

- a) work towards the attainment of the Athlete's full potential in the Athlete's sport;

- b) abide by the spirit, as well as the letter, of the rules of the Athlete's sport.

5.2.3 Official's Standards

Where the Team Member is an Official, the Official shall:

- a) maintain a 'duty of care' towards others and accountability for matters relating to travel, training and competition, exercising all reasonable availability in the full performance of the role of the Official in support of the Athlete;
- b) ensure that any physical contact with others is appropriate to the situation and necessary for the person's skill development or medical treatment;
- c) refrain from any intimate relationship or affair with athletes under the Official's care, supervision or tutelage;
- d) avoid unaccompanied and unobserved activities with persons under the age of 18 years wherever possible; and
- e) comply with the MAI Privacy Policy and maintain confidentiality of all personal information about Team Members unless otherwise authorised in writing by the General Manager.

5.3 CONSENT

- a) The Team Member consents to the use by MAI or Games authorised personnel, before during or after the Games, in print, digital and electronic media, of photographic, biographical information, sound and video images of the Team Member, the Team Member's image, the Team Member's likeness and the Team Member's name (the **Footage**).
- b) As applicable, the Team Member grants MAI the right to use, in all media, the Footage for:
 - i) news and information purposes;
 - ii) promotion of the Games and the specific competition(s) in which the Team Member competes;
 - iii) promotion of the Team; and
 - iv) promotion of MAI and the Maccabi movement.

5.4 MEDIA REQUIREMENTS AND PUBLIC STATEMENTS

- a) The Team Member will comply with and be bound by the Media Guidelines.
- b) MAI assumes no legal liability for anything posted on a social media site by a Team Member without the consent of the General Manager, Media Manager or designated spokesperson.
- c) In respect of the activities and/or policies of MAI and/or the Team, the Team Member must not, without the prior written approval of the General Manager or nominated delegate:
 - i) supply any information by any means to the media;
 - ii) grant any interview to the media; or
 - iii) make any other public statement.

6 INTERNATIONAL TRAVEL / COMPETITION / PERSONAL INJURY INSURANCE

- a) MAI will arrange for the Team travel insurance policy;
- b) The travel insurance policy may be extended for a Team Member who is travelling beyond the Games Period. The travel policy may only be extended if requested in writing to MAI;
- c) Games organisers provide for personal injury insurance during the Games Period;
- d) Team Members traveling with their own specialised equipment are recommended to take out their own insurance to cover this equipment.

7 PROVISION OF MEDICAL SERVICES

The Team Member acknowledges and agrees that:

- a) the Team Member remains primarily responsible for the Team Member's own health care;

- b) the Team Member shall obtain and maintain their own health insurance coverage;
- c) MAI may, at its absolute discretion, offer to provide certain additional medical services using Team designated Health Care Providers; and
- d) MAI will not meet the cost of medical services provided to the Team Member by non-Team Health Care Providers.

8 MEDICAL REQUIREMENTS

8.1 FITNESS TO PARTICIPATE AND DISCLOSURE AND AUTHORISATION OF MEDICAL INFORMATION

8.1.1 The Team Member

- a) will be required to undergo a physical check-up prior to participating in the Games, the cost of which shall be borne by the Team Member;
- b) acknowledges that the Team Member is medically, physically and psychologically fit and able to participate in the Games;
- c) must not be a danger to his / herself or to the health and safety of others;
- d) agrees to have administered immunisations as reasonably required by the Head Doctor;
- e) must complete Medical Conditions, Information and Contacts Form as a condition precedent to the operation of this Agreement; and
- f) during the Term, must immediately disclose in writing, all changes relating to the Team Member's medical condition, fitness, ability to participate and Medical Conditions Information and Contacts Form to the Head Doctor or nominated delegate.

8.1.2 Team Member is over 40 Years

Where the Team Member is 40 years or over at Acceptance, the Team Member agrees to undergo specific medical testing as reasonably required by the Head Doctor.

8.1.3 Team Member is an Athlete

Where the Team Member is an Athlete, the Athlete authorises:

- a) the Head Doctor or nominated delegate to obtain any information considered relevant, from any Health Care Provider that the Athlete has consulted or will consult, in respect of a Condition which affects or may affect the Athlete's health or present or future training or performance at the Games;
- b) the Head Doctor or nominated delegate to obtain or use evidence obtained during such a consultation that indicates that:
 - i) the Athlete may have committed an Anti-Doping Rule Violation; or
 - ii) another person may have committed an Anti-Doping Rule Violation;

8.2 AUTHORITY TO RELEASE

The Team Member must create, sign, execute or otherwise deal with any document which may be necessary to give effect to clause 8.1.

8.3 ATHLETE PARTICIPATION IN EVENTS

The Athlete acknowledges that:

- a) the Athlete may be exposed to certain risks during an event including but not limited to; physical exertion, bodily contact with other athletes, equipment, natural and man-made obstacles and weather conditions;
- b) accidents may and do happen which may result in property damage, injury or even death;
- c) the General Manager, acting on advice from the Head Doctor, at the General Manager's sole and absolute discretion or having sought further medical advice if the General Manager believe that it is warranted, may direct the Athlete not to participate in training or an event at the Games or at

all if, in the General Manager's opinion, the Athlete's participation would constitute an unacceptable risk of:

- i) causing harm, injury or death either to me or other participants in the Games;
- ii) aggravating an existing injury or illness; or
- iii) infecting other Team members or participants in the Games.

8.4 DIRECTIONS

The Team Member agrees to comply with all reasonable directions given by the Head Doctor concerning medical matters.

9 SAFETY AND SECURITY REQUIREMENTS

The Team Member agrees to comply with all reasonable directions given by the Safety and Security Manager concerning safety and security matters.

10 PERSONAL INFORMATION AND PRIVACY POLICY

The Team Member acknowledges and agrees that:

- a) MAI collects, stores and uses in accordance with the MAI Privacy Policy and the Privacy Act, Personal Information when considering nominations and selections for the Team and while administering this Agreement;
- b) MAI may store Personal Information in relation to this Agreement and may retain some or all of this Personal Information beyond the Term in accordance with the MAI Privacy Policy and the Privacy Act for historical purposes, and MAI officers, employees, agents or contractors may access this Personal Information for permitted purposes;
- c) MAI may disclose Personal Information that it has collected regarding the Team Member to third parties for the purposes of:
 - i) investigating possible Anti-Doping Rule Violations under the World Anti-Doping Code, the MAI Anti-Doping Policy or the anti-doping policies of other sporting organisations;
 - ii) administering and enforcing the MAI Anti-Doping Policy;
 - iii) assisting other sporting organisations in the administration and enforcement of their anti-doping policies;
 - iv) reporting on the administration and enforcement of the MAI Anti-Doping Policy or the anti-doping policies of other sporting organisations to governmental and non-governmental organisations who have a legitimate interest in anti-doping activities, in Australia and elsewhere;
- d) Subject to any legal restrictions under the Privacy Act or otherwise, MAI may disclose Personal Information that it has collected to third party organisations for the purposes of assisting decision-making around administrative, selection, de-selection or disciplinary action, including without limitation the following entities:
 - i) the Australian Sports Anti-Doping Authority;
 - ii) the World Anti-Doping Agency; and
 - iii) any other sporting organisation of which the Team Member is a member / scholarship holder;
- e) Subject to any legal restrictions under the Privacy Act or otherwise, and subject to the MAI Member Protection Policy, MAI may disclose Personal Information that it has collected regarding the Team Member 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 public relations activities of MAI, including placing this information on its web sites and social media platforms. Such information may include:
 - i) Team Member name;

- ii) date of birth and / or age;
- iii) home State or Territory;
- iv) sport and sporting event(s);
- v) competition results;
- vi) career highlights; and
- vii) personal hobbies and interests.

11 ANTI-DOPING OBLIGATION

11.1 COMPLIANCE

11.1.1 Team Member Acknowledgement

The Team Member acknowledges and agrees that the Team Member must:

- a) not to use, attempt to use, have in the Team Member 's possession, attempt to have in the Team Member's possession, traffic or attempt to traffic a 'drug of addiction', 'poison', or 'restricted substance' in contravention of the Medicines, Poisons and Therapeutic Goods Act 2008 (ACT) (as each of these words and phrases is defined in the Act).
- b) make the Team Anti-Doping Declaration as a requirement of this Agreement.
- c) undergo the Team anti-doping education requirements as notified to the Team Member.

11.1.2 Athlete Acknowledgement

In addition, the Athlete acknowledges and agrees that the Athlete must:

- d) not take or use drugs or stimulants or participate in other practices prohibited by the WADA and/or the ASADA, even if the substance is lawfully prescribed by a doctor for the Athlete;
- e) comply with and agree to be bound by the World Anti-Doping Code;
- f) comply with the MAI Anti-Doping Policy;
- g) comply with any lawful request or direction by MAI, and/or any national or international anti-doping organisation to undergo a test or provide any necessary sample for the purpose of determining whether or not the Athlete has complied with the obligations in this clause.

11.2 SEARCH AND SEIZURE

For the purposes of determining whether the Team Member has in the Team Member's possession any evidence of the use of a prohibited substance or method prohibited under the World Anti-Doping Code or clause 11.1 of this Agreement, the Team Member authorises MAI and its authorised officers to, in the presence of a third party:

- a) to search the Team Member bags and all possessions that the Team Member may bring into the Games Accommodation, have on the Team Member's person, have under Team Member's control at any Games Venue or have at any time while the Team Member is a member of the Team;
- b) to search the Team Member's clothing and person at any time while the Team Member is a member of the Team; and
- c) to take and retain in its or their possession any substance or evidence of the use of a prohibited substance or method they may discover as a result of the search and which they believe or suspect to be a substance or method prohibited under the World Anti-Doping Code or clause 11.1 of this Agreement. The Team Member acknowledges that MAI will have any such substance or evidence of a prohibited method analysed or investigated at its expense to determine whether or not it is a prohibited substance or method. The Team Member acknowledges that MAI will return such substance or evidence to the athlete if the analysis or investigation determines that it is not prohibited under the World Anti-Doping Code or clause 11.1 of this Agreement.

11.3 COOPERATION

The Team Member agrees to co-operate and assist MAI, ASADA or other anti-doping authority, including by:

- a) attending an interview to fully and truthfully answer questions;
- b) giving information; and
- c) producing documents,

in an investigation being conducted by an anti-doping authority, even if to do so might tend to incriminate the Team Member or expose the Team Member to a penalty, sanction or other disciplinary measure. The Team Member's obligations under this clause continue notwithstanding the conclusion or termination of this Agreement, to the extent that an investigation involves matters existing during the Term.

12 DISCIPLINARY PROCEDURES

12.1 BREACH

If the Team Member is found by MAI (through its nominated delegate, typically the MIO) or by any Grievance Tribunal or Appeals Tribunal operating under the MAI Member Protection Policy to have breached any term or condition of this Agreement, MAI or where appropriate a Grievance Tribunal or Appeals Tribunal at its option, may take one or more of the following actions:

- a) require the Team Member to make a verbal and/or written apology;
- b) direct the Team Member to attend counselling to address their behaviour;
- c) provide the Team Member with a formal written warning;
- d) exclude the Team Member from participating in particular activities;
- e) exclude the Team Member from competition at the Games;
- f) terminate the Team Member's membership of the Team;
- g) require the Team Member to leave the Games and the Games Accommodation;
- h) cancel or impounding the Team Member's Games accreditation;
- i) impose financial penalties in respect of MAI financial or other support provided to the Team Member;
- j) require the Team Member to return to Australia at the cost of the Team Member with no refund or reimbursement for any costs incurred by the Team Member, including but not limited to travel costs and repayment of fundraising support and subsidies provided;
- k) if the Team Member is under the age of 18 years, require a parent or legal guardian to collect that Team Member from the Games at the cost of that Team Member and / or that parent or legal guardian with no refund or reimbursement for any costs incurred by the Team Member; and
- l) such other measures as determined by MAI (through its nominated delegate, typically the MIO) or where appropriate by any Grievance Tribunal or Appeals Tribunal.

12.2 BREACH MATTER NOT DETERMINED DURING THE TERM

If the Team Member breaches any term of this Agreement at any time and the matter is not determined until after the conclusion of this Agreement, such breach and any disciplinary sanctions to be applied will be determined by MAI (or its nominated delegate(s) or where appropriate by any Grievance Tribunal or Appeals Tribunal. in its sole and absolute discretion. The sanctions may include but are not limited to:

- a) ineligibility for selection to future Australian Maccabi Teams;
- b) early discharge from any future Australian Maccabi Team;
imposing financial penalties in respect of MAI financial or other support provided to the Team Member; and
- b) such other measures as determined by the Board.

Any sanctions imposed under this clause 12 are not exclusive and may be in addition to other sanctions MAI or any other entity may impose.

12.3 PROCEDURES FOR HANDLING COMPLAINTS

All complaints against a Team member arising out of an alleged breach of this Agreement and/or the Team Policies shall be resolved in accordance with the policies and procedures set out in the MAI Member Protection Policy.

13 RELEASE AND INDEMNITY

- a) The Team Member agrees to release and indemnify MAI, MAI's officers, employees, agents and contractors or other members of the Team and any Member Integrity Officer or Grievance Tribunal member appointed under the MAI Member Protection Policy (the "indemnified") against any claim, loss, damage, liability, cost or expense that may be incurred or sustained by the indemnified, arising out of any act, matter or thing done, permitted or omitted to be done by the Team Member in relation to the Team Member's membership of the Team or participation in the Games and in relation to any matter fact or thing arising out of or connected with any alleged breach of the terms of this Agreement or the MAI Team Policies and any disciplinary measure(s) that may be imposed on them by MAI (through its nominated delegate) or where appropriate by any Grievance Tribunal or Appeals Tribunal.
- b) The Team Member acknowledges and agrees that he/she risks bodily injury, including paralysis, dismemberment, disability and death, arising from the Team Member's training for or participation in the Games, and while particular rules of the Team Member's sport, equipment, personal training and discipline may reduce this risk, this risk of injury does exist, as well as the risk of damage to or loss of property.
- c) The Team Member knowingly and freely;
 - i) assumes all these risks, both known and unknown;
 - ii) releases the indemnified against any claim, loss, damage, liability, cost or expense arising from these risks;
 - iii) where the Team Member is under the age of 18, the Team Member accepts that in the unfortunate event where MAI deems it necessary to evict the Team Member from the Team accommodation, the duty of care by MAI toward the Athlete is terminated as soon as the parent / guardian (or authorised nominee) collects the Team Member which must occur within 72 hours of such notification;
 - iv) the Team Member accepts that in the unfortunate event where MAI deems it necessary to evict the Team Member from the Team accommodation, the duty of care by MAI toward the Team Member is immediately terminated and the Team Member must depart Team Accommodation within 48 hours of such notification;
 - v) understands that in the extreme case where allegation of criminal behaviour and / or where the safety and security of other athletes is threatened, the Safety and Security Manager can override all other protocols.

14 MISCELLANEOUS

14.1 SURVIVAL

Clauses 5.3, 5.4, 10, 11, 12 and 13 of this Agreement will survive its termination or expiry.

14.2 VARIATION

This Agreement may only be varied by agreement in writing between MAI and the Team Member.

14.3 SEVERABILITY

A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining term or parts of the term this Agreement continue in force.

14.4 NO EMPLOYMENT, AGENCY OR PARTNERSHIP RELATIONSHIP

The parties agree that nothing contained in this Agreement creates or constitutes a relationship of employment, agency or partnership between the parties. For the avoidance of doubt, and without limitation, the parties agree that the Team Member is in no way an employee of MAI.

14.5 DISPUTE RESOLUTION

In the event of a dispute between the Team Member and MAI arising under this Agreement or otherwise, MAI and the Team Member confirm and agree that they will use their best endeavours to resolve the dispute with recourse to MAI's dispute resolution processes, as described in the MAI Member Protection Policy or as otherwise notified by MAI to the Team Member from time to time, as updated and replaced from time to time. In the event that MAI and the Team Member are unable to resolve any such dispute internally, then MAI and the Team Member agree to submit the dispute to an independent mediator, with the costs of the mediation to be borne by the non-prevailing party.

14.6 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

14.7 GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law of the Victoria and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that State.

14.8 MINORS

If the Athlete is under the age of 18 years, the Athlete agrees that this Agreement is for their benefit and selection is conditional upon the Athlete's parent or legal guardian providing the signed acknowledgement and confirmation contained in the applicable Schedules of this Agreement.

14.9 COUNTERPARTS

This Agreement may be executed by electronic communication including digital acceptance, facsimile and PDF and in any number of counterparts, and those counterparts when taken together form one agreement. If this Agreement is executed by any party and transmitted by electronic communication to the other party, the execution shall be deemed effective on and from the execution by all parties of counterparts.

15 DEFINED TERMS AND INTERPRETATION

15.1 DEFINED TERMS

The following words have these meanings in this Agreement unless the contrary intention appears:

2019 Australian Pan American Games Team Selection By-Law means the 2019 Australian Pan American Games Team Selection By-Law made available via MAI's website at www.maccabi.com.au and as amended and replaced from time to time.

Acceptance means acceptance of this Agreement by an Athlete or an Official on Revolutionise Sport.

Agreement means this Team Membership Agreement and includes all e-forms, schedules, annexures and attachments to it.

Anti-Doping Rule Violation has the same meaning as the anti-doping rule violations described in Article 2 of the World Anti-Doping Code as amended from time to time.

ASADA means the Australian Sports Anti-Doping Authority.

Athlete means the person who signs the Acceptance as an Athlete.

The Board means the Board of MAI appointed under the MAI Constitution.

Competition means a single race, match, game or singular sport contest.

Condition means any illness, injury, allergy or other physical or mental condition.

Games means the 2019 Pan American Maccabi Games.

Games Accommodation means the accommodation provided to the Team Member during the Games.

Games Period means the period arrival until such date as the Team Member is formally discharged from the Team.

General Manager means the person appointed as the General Manager of the Team or an authorised delegate or nominee of the person holding that position.

Head Doctor means the person appointed as the Head Doctor of the Team or an authorised delegate or nominee of the person holding that position

Media Guidelines means the Media Guidelines listed on Revolutionise Sport as the Media Guidelines.

MAI means Maccabi Australia Incorporated (ABN 99 643 176 941).

MAI Anti-Doping Declaration means the declaration in respect of compliance with anti-doping regulations in the form prepared by MAI and provided to the Team Member from time to time.

MAI Anti-Doping Policy means the MAI Anti-Doping Policy made available via MAI's website at www.maccabi.com.au and as amended and replaced from time to time.

MAI Codes of Conduct means the MAI Codes of Conduct made available via MAI's website at www.maccabi.com.au and as amended and replaced from time to time.

MAI Maccabi Integrity Officer ("MIO") means a person appointed to be the first point of contact for a person reporting a grievance or complaint or a failure to comply with any part of the MPP.

MAI Media Policy means the MAI Media Policy made available via MAI's website at www.maccabi.com.au and as amended and replaced from time to time.

MAI Member Protection Policy ("MPP") means and includes MAI's Member Protection Policies that are contained in the Member Protection Policies Handbook and the accompanying Member Protection Management Toolkit and the Member Protection Tribunal Rules and Procedures (all as amended from time to time), copies of which are available via MAI's website at www.maccabi.com.au.

MAI Privacy Policy means the MAI Privacy Policy made available via MAI's website at www.maccabi.com.au and as amended and replaced from time to time.

MAI Team Policies means:

- a) the 2019 Australian Pan American Maccabi Games Team Selection By-Law;
- b) the MAI Member Protection Policy;
- c) the MAI Codes of Conduct;
- d) the MAI Travel Policy;
- e) the MAI Media Policy;
- f) the MAI Anti-Doping Policy;
- g) the World Anti-Doping Code;
- h) the MAI Privacy Policy
- i) new or updated policies and procedures of MAI and / or the Team as notified to the Team Member before or during the Term, and made available via MAI's [website](http://www.maccabi.com.au) at www.maccabi.com.au and as amended and replaced from time to time.

MAI Travel Policy means the MAI Travel Policy made available via MAI's website at www.maccabi.com.au and as amended and replaced from time to time.

Media Manager means the person appointed as the Media Manager of the Team or an authorised delegate or nominee of the person holding that position.

Medical Conditions, Information and Contacts Form means the Medical Conditions, Information and Contacts Form listed on Revolutionise Sport as the Medical Conditions, Information and Contacts Form.

MWU means Maccabi World Union.

Official means the person who signs the Acceptance as an Official.

Payment Schedule means the Payment Schedule listed on Revolutionise Sport as the Payment Schedule.

Personal Information has the same meaning as in the *Privacy Act 1988* (Cth) as amended or replaced from time to time.

Privacy Act means the *Privacy Act 1988* (Cth) as amended or replaced from time to time.

Public Relations Activities include media, promotional or other activities as directed by MAI, from time to time. These may include, but are not limited to; media events, public appearances and other MAI promotional opportunities for MAI and its sponsors and/or supporters, community activities, school visits, participation in educational programs, mentorship programs and / or activities related to MAI affiliated charities.

Revolutionise Sport is an online sports management platform available at revolutionise.com.au

Team means the 2019 Australian Pan American Maccabi Games Team.

Team Member means an Athlete or Official.

Term has the meaning set out in clause 3.

WADA means the World Anti-Doping Agency.

World Anti-Doping Code means the World Anti-Doping Code 2015 as amended or replaced from time to time.

15.2 INTERPRETATION

In this Agreement, except where the context otherwise requires:

- a) the singular includes the plural and vice versa, and a gender includes other genders;
- b) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- c) a reference to time is to Australian Eastern Standard time;
- d) a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- e) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- f) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- g) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions; and
- h) a reference to any legislation or statutory instrument or regulation is construed in accordance with the Acts Interpretation Act 1901 (Cth) as amended or replaced from time to time, or the equivalent State or Territory legislation, as applicable.

17 SCHEDULE 1 – MEDIA AND SOCIAL MEDIA GUIDELINES

General Information

These Guidelines form part of the Team Membership Agreement and a failure to comply with these guidelines may result in disciplinary action being taken.

In giving interviews or engaging in social media, use common sense and show respect at all times for other Team members, MAI and other athletes and officials. Do not disparage or criticise others, or make offensive or inappropriate comments.

Team Members are responsible for the comments Team Members make and any views expressed are your Team Members own personal views.

- a) Each Team member, whether an Athlete or Official, is reminded that they have agreed, as a condition of their participation in the 2019 Pan American Maccabi Games, to be filmed, televised, photographed and otherwise recorded during the 2019 Pan American Maccabi Games under the conditions and for the purposes authorised by MAI in relation to the promotion of the Games, MAI and the Maccabi movement.
- b) MAI relies on the common sense of all Team members who must show respect for their fellow team members, MAI, and all athletes competing in the Games, including those of the host country, in interviews and in social media activities.
- c) In giving any interviews or engaging in social media activities, Team members must not disparage or criticise other Team members, MAI, or, in the case of athletes or coaches, their sports performances or coaching, or disclose any confidential information of MAI or any Team member or MAI employee or volunteer.
- d) MAI assumes no legal liability for any comments made in public (including in interviews or posted on a social media site) by any Team member other than the Head of Delegation or their designated spokesperson, or by any third party.
- e) These Media Guidelines and MAI Media Policy requirements apply not only to television, radio, internet and the press but also apply to mobile telephones, cameras and other devices that transmit pictures, sound or data including all Internet based activities including all forms of social media. Cameras should only be used within Games venues for private purposes.
- f) These are guidelines only and may be supplemented or amended or varied by MAI or the Head of Delegation at any time in its or his/her absolute discretion.
- g) Any breach or suspected breach of these Guidelines should be reported to the Head of Delegation or senior Team official as it becomes known.
- h) A breach of these Media Guidelines (including, for the avoidance of doubt, MAI's Social Media, Blogging and Internet Guidelines) will be a breach of the Team Membership Agreement. In addition to any disciplinary procedures set out in the Team Membership Agreement, MAI or the Head of Delegation reserves the right to take any measure(s) it or he/she sees fit with respect to the breach, including issuing, or requiring the Team member, a corrective or other statement relating to the matter.

Media and Interviews

- a) The Head of Delegation is the spokesperson for the Team and, as appropriate, MAI. The Head of Delegation and authorised officials only, will be responsible for all official public statements in the media, including social media.
- b) Team Members may be requested to undertake interviews with members of the media, however have the right to decline.
- c) In undertaking an interview, use common sense and show respect for fellow Team members, the host country, and reflect the Maccabi Australia values

Use of Social Media

Follow best practice guidelines when using social media:

- a) Team Members are encouraged to use social media, but use it responsibly.
- b) Comments should reflect and enhance the MAI values, including fair play and respect for others. They must not be offensive, inappropriate, defamatory, misleading, deceptive or illegal.
- c) The use social media during training or competition can detract from optimal performance and may impact on others. As such, it is recommended that the use of personal phones, tablets or other such devices in training or competition venues during the pre-competition and competition periods is managed.
- d) Team Members are strongly encouraged to have a plan on managing your access to personal phones, tablets or other such devices during the Games, and to implement the plan at competitions in the lead up to the Games.
- e) Avoid the temptation to respond to criticism.
- f) Be wary of responding to controversy or matters you feel are being represented incorrectly, especially late at night during leisure activities.
- g) A simple joke can quickly escalate for you and the Team. Once something is posted it must be treated as “being in the public domain” – so behave accordingly; and If required, apologies should be delivered swiftly before the matter escalates.
- h) A comment made in social media should be a factual account of your own personal experience. It must not be offensive, inappropriate, defamatory, misleading, deceptive or illegal.
- i) Team members who permit comments by the public to be made on any post, blog or website controlled by them, agree to take reasonable steps (including working with MAI), to ensure that such comments are courteous, respectful and not abusive, offensive, inappropriate, defamatory, misleading, deceptive or otherwise illegal.
- j) MAI reserves the right to issue a ‘take down notice’ requiring a Team member to take down a post, blog, tweet or comment on any social media platform, in whole or part, within a specified time. A failure to comply with a ‘take down notice’ is a breach of the Team Membership Agreement.

If you have any queries concerning these Guidelines, please contact the Media Manager, Kirsten Rappolt.