

Milano Cortina 2026 Paralympic Winter Games

Athlete Team Membership Deed

Paralympics Australia Limited

PA

You

Milano Cortina 2026 Paralympic Winter Games Athlete Team Membership Deed

Date **May 2025**

Parties **Paralympics Australia Limited ABN 41 810 234 231**
of Building A, 1 Herb Elliott Avenue, Sydney Olympic Park, New South Wales, 2127
(PA)

NAME:
ADDRESS:
(You/Athlete)

Background

- A. PA is the entity responsible for the representation of Australia at the Paralympic Games and has the right to enter athletes in the Paralympic Games.
- B. To be eligible to compete an Athlete must meet the PA General Selection Criteria for the Milano Cortina 2026 Paralympic Winter Games (**PA General Selection Criteria**).
- C. Among other duties, PA is responsible for protecting the Intellectual Property owned or controlled by PA, against commercial use by organisations that are not official sponsors or otherwise authorised to use it.
- D. PA relies on a mix of donations, government grants and support from sponsors to fund sport and community programmes for para-athletes in Australia, including the significant costs of preparing and taking an Australian team to the Games. PA must therefore protect its commercial interests, including sponsorships and fundraising activities, to ensure that the Team is fully funded and the athletes travelling to the Games are provided the best opportunity and environment possible.
- E. It is a condition of eligibility for nomination and selection to the Team that You agree to the terms of this deed by completing and returning it to PA prior to the Selection Date.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this deed, unless the context indicates otherwise:

Athlete means a person who wishes to be considered for nomination and selection to the Team under the PA General Selection Criteria.

Australian Media Rights-holder means Nine Entertainment Co. Pty Ltd and related parties involved in content creation and distribution in the build-up to, during and post the Games.

Australian National Anti-Doping Policy means the anti-doping policy with that title that is adopted and enforced by PA.

By-Law means Paralympic Team Nomination, Selection & Appeals By-Law which documents the nomination, selection and appeal processes, as amended by PA from time to time.

Chef de Mission means the person appointed to that position for the time being by the PA Board and includes his/her nominee.

Chief Executive means the Chief Executive Officer of PA for the time being and includes his/her nominee.

Classification means the class and/or category in which the Athlete is classified into and eligible to compete in, as determined by an assessment undertaken by a classification panel, appointed by the relevant International Federation and under its classification rules.

Closing Ceremony means the closing ceremony of the Games to be held on or about 15 March 2026.

Commercial Purpose means advertising, promotion, marketing or endorsement of goods or services by any means or media, including the Internet and social media.

Connected Party means a party connected with an Athlete in any way, including a sponsor of the Athlete's National Federation.

Doping has the same meaning as given in the Australian National Anti-Doping Policy.

Games mean the Paralympic Winter Games scheduled to be held in Milano Cortina from 06 March to 15 March 2026.

Games Period means the period from the earlier of the commencement of the Media Blackout Period, seven days prior to the Opening Ceremony and the date on which You enter the Games Village to the 18 March 2026.

Games Venue means any venue at which any competition that is part of the Games takes place.

Games Village means the accommodation provided to the Team as part of the Games.

IF means an International Sports Federation.

Illegal Substance means any substance listed under Schedule 9 and 10 of the current Commonwealth Poisons Standard, as well as any substance listed in Schedule 1 to the Criminal Code Regulations 2019 (Cth), as well as those substances howsoever proscribed under relevant state or territory legislation, as amended from time to time.

IPC means the International Paralympic Committee.

Image means in relation to an Athlete:

- a) a photograph, video or other representation of the image of the Athlete and whether two or three dimensional, still or moving;
- b) a caricature of the Athlete;
- c) an original or copy signature of the Athlete;
- d) a recording or other reproduction of the voice of the Athlete;
- e) the name of the Athlete;
- f) the trademark of the Athlete;
- g) the sports performances of the Athlete including performances at the Games and recent and historical performances (whether in other Paralympic Games or international or domestic competitions of any kind), career highlights and personal best result(s);
- h) a quotation attributed to the Athlete;
- i) biographical details about the Athlete including details of education and training, membership of sporting clubs and associations, current coach and coaching history;

- j) any brief description provided by the Athlete to PA of the nature of any major sports related injuries sustained by the Athlete and when and where they occurred;
- k) "human interest" information about the Athlete provided by the Athlete to PA including information about childhood ambitions, interests, unique characteristics, likes and dislikes and participation in other sports; and/or
- l) or any combination of two or more of the above

Intellectual Property means all patents, registered designs, rights in computer software, databases and lists, ideas, processes, systems, methods, discoveries, innovations, inventions, improvements, trade secrets, know-how, experience, data, technical or other information, confidential information, domain names, trade or service marks (including logos and trade dress) and the like capable of ownership or protection at law and including all other intellectual property, in each case whether registered or unregistered (including applications for the grant of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.

Media Blackout Period means the period of time the Games Village is open, scheduled to be 28 February 2026 until 18 March 2026, or another period as specified by PA from time to time.

Media Partner means anybody designated as a media partner by PA from time to time.

Medical Practitioner includes any doctor, medical practitioner, psychologist, psychiatrist sports scientist or therapist.

National Federation or NF means the organisation recognised by PA as being responsible for the delivery of the high-performance Paralympic program for Your particular sport.

Nomination means the nomination of an Athlete by an NF, or PA in the case of PA managed Sports, for consideration by PA for selection to the Team.

Nomination Deadline means that date advised by PA, as the final date Nomination can be made to PA for a Team.

Nomination Policy means the policy, prepared in accordance with section 6 of the By-Law, pursuant to which the NF, or PA in the case of PA managed Sports, will nominate Athletes and Officials to PA for consideration for selection as Team Members.

OCOG means Fondazione Milano Cortina 2026, the Organising Committee for the 2026 Winter Paralympic Games.

Opening Ceremony means the opening ceremony of the Games scheduled to be held on or about the 06 March 2026.

PA means Paralympics Australia Limited, as the association officially recognised by the IPC for the Australian territory which has exclusive authority for Australia's participation in the Paralympic Games.

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PA Athlete Sponsorship and Advertising Regulations means the Athlete Sponsorship and Advertising Regulations issued by the IPC for the Games together with any supplementary guidelines issued by PA.

PA Board means the board of directors elected or appointed in accordance with PA's constitution.

PA Code of Conduct means any code of conduct issued at the direction of the PA Board.

PA Digital Media Guidelines means the IPC Digital Media Guidelines for Accredited Persons at the Games together with any supplementary guidelines issued by PA.

PA Intellectual Property means all Intellectual Property owned or under the control of PA and includes the words and logos set out in Schedule B of this deed.

PA General Selection Criteria means PA selection criteria for the Milano Cortina 2026 Paralympic Winter Games released by PA and amended from time to time.

PA Sponsors means sponsors or partners supporting PA as shown on the PA website (www.paralympic.org.au) from time to time or otherwise notified from time to time.

PA Stakeholder means a stakeholder supporting PA as shown on the PA website (www.paralympic.org.au) from time to time.

Paralympic Property means all Intellectual Property owned or under the control of PA and/or IPC and includes the words and logos set out in Schedule B of this deed.

Personal Information has the meaning given in the Privacy Act.

Personal Sponsor means any person, company, enterprise, organisation or otherwise with which You have entered into an agreement with to exchange image and other rights for any reward (whether in cash, value in kind or otherwise).

Personal Sponsor Agreement means an agreement between You and a Personal Sponsor including any notified to PA under **clause 7.1(a)**.

Post Games Period mean the period from the end of the Games Period finishing until the 31 March 2026.

Pre-Games Staging Camp means any PA run or approved training camp which occurs prior to the Games.

Pre-Games Staging Camp Period means the period between the commencement of the Pre-Games Staging Camp and the commencement of the Games Period.

Pre-Selection Period means the period between execution of this deed and the Selection Date.

Privacy Act means the *Privacy Act 1988 (Cth)*.

Prohibited Method has the same meaning as given in the Australian National Anti-Doping Policy.

Prohibited Substance has the same meaning as given in the Australian National Anti-Doping Policy,

Sanctions means any, or any combination of the sanctions in **clause 16(b)**.

Selection means selection of You to be a member of the Team in accordance with the PA General Selection Criteria.

Selection Date means the date on which the Chief Executive publicly announces the Selection.

Selection Period means the period between the Selection Date and commencement of the Pre-Games Staging Camp.

SIA means Sport Integrity Australia.

Team means the 2026 Australian Winter Paralympic Team or the group of athletes and officials selected or appointed to participate in the Games representing Australia.

Team Image means an Image or collection of Images, as an edit, montage or other collective structure, depicting the **Image** of three (3) or more **Athletes**.

Term has the meaning set out in **clause 2**.

Tribunal means the National Sports Tribunal (NST).

Uniform means any item of apparel issued to You, or instructed to be worn by You, by PA or with PA's approval, in connection with Your participation in the Team and includes competition, training, travelling, casual, and formal apparel and accessories, as supplied by PA or any PA Sponsors.

WADA means the World Anti-Doping Agency.

1.2 Interpretation

In this deed:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally, unless specified to bind them severally only;
- (c) **person** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation, and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (g) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
- (i) if a word or phrase is defined in this deed, any word or phrase derived from that word or phrase shall be construed accordingly; and
- (j) **includes** in any form is not a word of limitation.

2. Term of deed

- (a) This deed will commence upon the later of:
- (i) its execution; or
 - (ii) the date on which You execute and deliver to PA,

and will, subject to the rights of early termination in this deed set out in **clause 16** and **clause 17**, terminate at the end of the Post-Games Period.

- (b) The Term of this deed is divided into five stages being:
- (i) Pre-Selection Period;
 - (ii) Selection Period;
 - (iii) Pre-Games Staging Camp Period;
 - (iv) Games Period; and
 - (v) Post-Games Period.
- (c) If You are not Selected this deed will terminate under **clause 17(b)**.
- (d) If this deed expires under **clause 2(a)** or is terminated under **clause 15.3(c)** or **17** then the provisions of this deed cease to have effect except for **clauses 8, 9, 10.2, 14.4, 18, 20, 21 and 22** which will survive any expiry or termination.

3. Eligibility & selection

- (a) You acknowledge and agree that You are only eligible to be Selected if You:
- (i) meet the PA General Selection Criteria and Nomination Policy for Your Sport;
 - (ii) are, and continue to be, eligible to participate in the Games as an Australian competitor;
 - (iii) have not engaged at any time in conduct (whether known or unknown, whether publicly known or unknown, and whether or not the conduct has occurred before or after the date of this deed) which, in the absolute discretion of PA, has brought or would be likely to or which may have the tendency to bring You, Your sport, PA or the Team into disrepute, ridicule or censure, or which would or might be likely to be inconsistent with, contrary to or prejudicial to the interests, image and values of PA and the PA Sponsors, unless such conduct is disclosed in accordance with **clause 23.1** of this deed and PA decides, in its absolute discretion, to confirm your eligibility notwithstanding such conduct;
 - (iv) have not committed any offence under the Australian National Anti-Doping Policy (ANADP) or any other anti-doping or integrity policy of SIA, WADA, PA or Your National Federation for which a sanction imposed has not been discharged;
 - (v) have not at any time either before or after the date of this deed been convicted of or charged with any offence involving violence, alcohol, Illegal Substances, any offence against a child, any sex offence, or any

offence relating to wagering on sport, or any offence which is punishable by a term of imprisonment of 12 months or more.

- (vi) are eligible for inclusion in the Team in the relevant Classification; and
 - (vii) are a member of Your National Federation.
- (b) You acknowledge that PA has sole responsibility for the entry and accreditation of Australian athletes in the Games and that this deed takes priority over any other agreement that You have or may have with any other person including any employer, manager, agent, consultant, adviser, coach, sponsor or any person or body with whom You may have contracted to provide services or benefits.

4. Your obligations

4.1 Compliance with Rules

- (a) You must comply with all rules, regulations, guidelines and policies made by:
- (i) the IPC;
 - (ii) PA;
 - (iii) Your National Federation;
 - (iv) the relevant IF;
 - (v) the OCOG;
 - (vi) SIA; or
 - (vii) WADA;
- in force during the Term, as amended from time to time, including but not limited to those listed in **Schedule A** (which may be amended from time to time).
- (b) If You foresee or discover a conflict between any of the rules in **clause 4.1**, You must notify the Chef de Mission immediately. The Chef de Mission may then decide in his or her absolute discretion which rule (or relevant part thereof) shall apply to You and/or any particular circumstance.

4.2 General Obligations during the Term

For the Term You must:

- (a) comply with the terms of this deed;
- (b) comply with any reasonable direction from the Chef de Mission, including without limitation any direction which the Chef de Mission thinks is necessary or advisable;
- (c) conduct Yourself in a proper manner so as not to bring Yourself, the Team or PA into disrepute, including during all media activity;
- (d) support the promotion of PA, the Paralympic movement in Australia, the Team, fundraising conducted by PA, and PA Sponsors;
- (e) not do or omit to do anything that does or may denigrate, undermine or damage the reputation or profile of the IPC, PA, the Games, the OCOG or any of their sponsors;

- (f) respect the spirit of fair play and behave accordingly in the sporting arena;
- (g) comply with the rules of any event, competition or activity in which You have been selected to participate;
- (h) not make, comment, issue, authorise, offer or endorse any public criticism or statement having or designed to have a prejudicial effect on the interests of PA, the IPC, the Games or the Games generally as an event;
- (i) unless authorised by PA or the IPC, not participate in, promote, cause or permit any religious, political or commercial meetings or demonstrations at any place, including any Games Staging Camp Venues, Games Venues, or Games Villages;
- (j) maintain Yourself in the best possible physical and mental condition to enable You to compete in the Games to the standard specified in the Nomination Policy;
- (k) report promptly for all training camps and development programs required by PA or Your National Federation;
- (l) once the details of insurance taken out by PA have been provided to you, ensure that you have taken out any insurance you need in addition to that taken out by PA as set out in **clause 5.1(e)**;
- (m) disclose to the Chief Executive or Chef de Mission any matter which could or does affect your ability to continue meet the General Selection Criteria immediately upon becoming aware of any such matter;
- (n) where relevant, diligently complete the PA Parental Consent, Emergency Contacts and Risk Disclosure for Minors Form in **Annexure B** of this deed; and
- (o) diligently complete any survey or education module provided by PA from time to time.

4.3 Further obligations during the Games Period

- (a) During the Games Period You must:
 - (i) sign memorabilia for promotional use by PA as reasonably requested;
 - (ii) allow official PA Photographers to capture your Image ; and
 - (iii) observe and comply with all reasonable directions given by PA.
- (b) From the start of the Games Period until the conclusion of the Games, unless otherwise directed by the Chef de Mission, You must live inside the Games Villages or Australian Out of Village Accommodation and comply with all relevant Games Village rules.

4.4 Return to Australia

At the conclusion of the Games, You must return to Australia with the Team, or as otherwise directed by the Chef de Mission, on the date set by PA and make and then keep Yourself available for media and promotional activity until the end of Post-Games Period. Exemptions may be available for alternate travel home by application only and as approved by the Chef de Mission where there may be exceptional circumstances.

5. Obligations of PA

5.1 Obligations

PA will:

- (a) select the Team to represent Australia at the Games in accordance with the By-Law and PA General Selection Criteria;
- (b) appoint the Chef de Mission and all other PA support personnel to attend and represent PA at the Games;
- (c) obtain relevant information from You and complete Your entry requirements for the Games;
- (d) arrange and cover the cost of Your travel from your closest home port, to and from the Games, and ground transport at the Games;
- (e) arrange travel insurance and certain other insurances, the schedule of benefits of which is set out in **Annexure C**;
- (f) provide Your Uniform;
- (g) inform You of the necessary arrangements referred to in this deed by various means, including providing You with regular newsletters regarding preparations for the Games, inviting You to briefings, and providing You with written documentation;
- (h) provide advice and assistance to You for public relations and media and sponsorship matters which may arise during the Term of this deed; and
- (i) provide access to tickets to events at the Games subject to availability and at the discretion of the Chef de Mission or any other person appointed by PA;
- (j) provide a point of contact person to You for all integrity related matters which may arise during the Term of this deed.

5.2 Further obligations during the Games Period

From the start of the Games Period until the conclusion of the Games, PA will, subject to availability:

- (a) ensure You are provided access to appropriate medical, massage and physiotherapy treatment and facilities in the Games Village and, where or when available, at other Games Venues;
- (b) ensure You are provided with administrative and other support staff to facilitate Your participation in the Games, including accreditation and obtaining access to training and competition venues for Your sport; and
- (c) arrange Your accommodation at the Games Village.

5.3 Return to Australia

PA will cover the cost of any required accommodation in the circumstances referred to in **clause 4.4**, where PA requires You to engage in media and/or promotional events.

6. Media Obligations

6.1 Compliance with the PA Media Policy

- (a) You must not make public comment or communicate with the media in relation to Your personal performance in training or competition, relating to the Games, unless You comply with this **clause 6**, the Media Policy in **Annexure A** and any Social Media Guidelines issues by the IPC.
- (b) For the Term of this deed You must ensure that any media interviews, personal blogs, personal websites, social media statements or statements on other internet or mobile platforms do not directly or indirectly represent (unless it is in fact the case) that Your Personal Sponsors or any Connected Parties are sponsors of, associated with, or otherwise have the approval of, or are affiliated with, the Team, PA, the IPC or the Games (including by the use of any PA Intellectual Property).
- (c) You agree and understand that:
 - (i) the spokesperson on all matters concerning the Team will be the Chief Executive or the Chef de Mission who may, in their absolute discretion, delegate responsibility for this role to any other official of the Team; and
 - (ii) no person other than the Chief Executive or the Chef de Mission may comment on the arrangements for, or the venues of, the Games, the management of the Team, fellow Team members or coaches.

6.2 Reputation of PA and the IPC

When engaging in any media activity You must not do or omit to do anything which may denigrate, undermine or damage the reputation or profile of the IPC, PA, the Games or any of their sponsors or otherwise bring any of the foregoing into censure or ridicule.

6.3 Acknowledgments during media activity

From the beginning of the Selection Period You must, during the course of any interview or media activity, use Your best endeavours to acknowledge the support provided by:

- (a) PA;
- (b) the Australian Government;
- (c) Australian Sports Commission and
- (d) PA Sponsors as advised by PA from time to time or listed on the PA website.

6.4 References to Selection

- (a) During the Pre-Selection Period, You must not make any statements regarding potential Selection, whether direct or indirect, until the Selection Date, whether to the media or otherwise.
- (b) After the Selection Date, You must not make any public statements regarding Your, or any other person's Selection or participation in the Games without prior approval from PA's Head of Communications, the Chef de Mission or the Chief Executive.

6.5 Media Blackout

- (a) For the Term of this deed, You must comply with PA's Media Blackout Periods and any related restrictions published by the IPC and/or PA from time to time.
- (b) During the PA Media Blackout Period You may allow your name, image or likeness to appear in any media activity only in accordance with the PA Athlete Sponsorship & Advertising Regulations, the PA Media Guidelines and any Athlete Sponsorship or Advertising Regulations issues by the IPC. Any other use is forbidden without the prior written consent of the Chef de Mission or their nominated representative, this includes any personal websites, where that implies a connection between any of Your Personal Sponsors or any Connected Parties and the Team, PA, the IPC or the Games, any interviews or acting as a journalist or author).

6.6 Availability for Media Activity

- (a) During the Term, You must attend up to five (5) appearances as a member of the Team at the request of PA, which may include appearances with PA sponsors, television, radio, digital or print media.
- (b) In addition to **clause 6.6(a)**, You must make Yourself available for any media activity arranged by PA in accordance with this **clause 6**, provided that Your appearance relates to You being a member of the Team.
- (c) PA must provide reasonable notice of any required appearance under this **clause 6.6** and Your attendance is required provided such involvement does not unreasonably interfere with Your training or any other prior commitments You have which You have notified to PA or if participation would detrimentally affect Your preparation for, or competition at, the Games.
- (d) The Chef de Mission or his or her nominated representative will consider (in his or her absolute discretion) requests for Your exclusion from media activities under this **clause 6.6** on a case-by-case basis.

6.7 Appearance during media activity

- (a) You must wear the Uniform, or such other items of clothing as directed by PA during all media activity, unless otherwise agreed with PA.
- (b) PA or PA Sponsors will cover the cost of any reasonable travel and accommodation incurred by You in attending any media activities required under this **clause 6** (excluding any commitments under **clause 6.8**).

6.8 Relationship with Australian Media Rights-holder or Media Partners

- (a) You are not required to make Yourself available for media activity arranged by the Australia Media Rights-holder or any Media Partners, however Your participation in any such activity is encouraged.
- (b) All media and interview requests, including from the Australian Media Rights-holder or Media Partners should be directed to PA, which (subject to this deed) will facilitate Your involvement provided that:
 - (i) Your appearance relates to You being a member of the Team;
 - (ii) reasonable notice that Your involvement is requested has been provided by the relevant Australian Media Rights-holder or Media Partner;
 - (iii) involvement does not unreasonably interfere with Your training or any other prior commitments You have;

- (iv) participation would not detrimentally affect Your preparation for, or competition at, the Games;
- (v) Your involvement does not contravene any PA sponsorship arrangements in place in support of the Team, PA, the IPC, OCOG or the Games generally; and
- (vi) the Australian Media Rights-holder or Media Partner agrees to cover the cost of any reasonable travel and accommodation incurred by Your involvement in the activity.

7. Your Sponsorship

7.1 Personal Sponsor Agreements

- (a) You must notify PA of all agreements with Personal Sponsors, and provide all relevant details, on execution of this Deed or by 31 May 2025, whichever is the earlier. After that date you must notify PA of any new Personal Sponsor within 3 business days of agreement being reached between You and your Personal Sponsor and provide to PA all relevant details of the Personal Sponsor Agreement.
- (b) Where PA, acting reasonably, makes a decision that a Personal Sponsor Agreement causes or may cause a breach of this deed:
 - (i) PA must notify You of its decision; and
 - (ii) You must use all reasonable endeavours, working with PA if required, to avoid or rectify the breach or potential breach of this deed.

7.2 Personal Sponsor Activation

- (a) Subject to **clause 7.2(g)**, during the Term You may appear or participate in activity with a Commercial Purpose for Personal Sponsors or Connected Parties, provided such activity:
 - (i) is the subject of a Personal Sponsor Agreement that has been notified to PA in accordance with **7.1(a)** and is not subject to action by PA in accordance with **7.1(b)**;
 - (ii) has been advised to PA prior to commencement;
 - (iii) does not cause or allow to take place a breach of **clause 10**;
 - (iv) does not relate to Your membership of the Team;
 - (v) does not relate to Your athletic performance at the Games or any previous Games in which You have competed;
 - (vi) does not cause or allow to take place a breach of clause 8; and
 - (vii) does not directly or indirectly represent that the Personal Sponsor:
 - A. is a sponsor of; or
 - B. is associated with; or
 - C. is affiliated with; or
 - D. otherwise has the approval of,

any of the Team, PA, the IPC, the OCOG or the Games.

- (b) During the Games Period and the Media Blackout Period You may appear, participate in and allow activity with a Commercial Purpose for Personal Sponsors or Connected Parties provided that it is in accordance with the PA Athlete Sponsorship & Advertising Regulations. This clause **7.2(b)** applies to activity undertaken prior to and during the Media Blackout Period.
- (c) During the Term, where a Personal Sponsor is also a PA Sponsor, the conditions detailed in **clause 7.2 (a)** will not apply provided the activity has been approved by PA in accordance with the terms of PA's agreement with the PA Sponsor.
- (d) If You become aware that a Personal Sponsor or Connected Party has used Your image, likeness or name in breach of **clause 7.2(a)** You must immediately inform PA of such unauthorised activities.
- (e) Where PA becomes aware of any use of Your image, likeness or name by a Personal Sponsor that has not been notified to PA by You in accordance with **clause 7.1(a)**, PA may directly approach your Personal Sponsor and require the use of Your image, likeness or name to cease immediately.
- (f) Where PA becomes aware of any use of Your image, likeness or name by a Personal Sponsor or Connected Party that is in breach of this **clause 7.2**, PA may directly approach the Personal Sponsor or Connected Party and require the use of Your image, likeness or name to cease immediately.
- (g) During the Games Period You must not carry any other marks on any sporting equipment or attire, other than the manufacturer's name/logo and provided it is within the [IPC specifications](#).

7.3 Relationship between Personal Sponsor Agreements and PA Sponsors

- (a) During the Term You must assist, and co-operate with, PA and PA Sponsors in relation to promoting the Games, the Team and PA and comply with all reasonable directions of PA in assisting PA and PA Sponsors.
- (b) Where a promotion or sponsorship request by PA or a PA Sponsor is in direct conflict with a Personal Sponsor Agreement, PA will use reasonable endeavours to work with You and Your Personal Sponsor to resolve the conflict.

8. Use of Paralympic Property

- (a) You acknowledge that PA and/or the IPC owns or controls all rights in and has the right to use, the Paralympic Property.
- (b) Subject to this deed, You may use the Paralympic Property only as notified to You in writing by PA.
- (c) Any use of Paralympic Property under **clause 8(a)** must relate to Your membership of the Team and must not imply any association between any Personal Sponsor and PA.
- (d) Subject to **clause 8(a)**, You agree that:
 - (i) You may not; and
 - (ii) Your Personal Sponsors or Connected Parties may not;at any time, use, allow, or assist any third party to use, in any manner, any of the Paralympic Property.

9. PA's use of Your Image

9.1 Use of Your Image by PA

- (a) Notwithstanding anything in this **clause 9**, PA may, in its absolute discretion, use Your Image, on an irrevocable, perpetual, worldwide basis, and authorise third parties to use Your Image, in all media, for:
 - (i) News and information purposes;
 - (ii) promoting PA and the Paralympic movement in Australia,
 - (iii) promoting the Games,
 - (iv) promoting the Team,
 - (v) fundraising to support the Team and the activities of PA related to the Paralympic movement;
 - (vi) promoting the PA Sponsor and any other PA Stakeholders of any kind.
- (b) PA will at all times use reasonable endeavours, including consultation where appropriate, to use, or authorise the use of, Your Image in a manner that does not imply Your endorsement of any company, brand, product, service or message. Where PA, in its reasonable opinion, anticipates a proposed use of Your Image may imply Your endorsements of any company, brand, product, service or message, PA will provide reasonable notice to You of such use of Your Image.
- (c) Where the use of Your Image is to occur after the:
 - (i) expiry, in accordance with **clause 2**; or
 - (ii) termination, in accordance with **clause 15.3(c) or 17**,of this deed, PA will provide reasonable notice of such use of Your Image.
- (d) If, after notice is provided under **clause 9.1(c)**, You wish to make a complaint as to the use of Your Image, You may make such a complaint, in writing, to PA, the Chef de Mission or the Chief Executive.
- (e) Where a complaint is received in accordance with **clause 9.1(d)** PA warrants that it will give proper consideration to any genuine concern raised in any complaint made in good faith.

9.2 Assignment and licensing of Your Image

- (a) PA may sublicense the use of Your Image under **clause 9.1**:
 - (i) at any time to anyone other than a Sponsor provided it is for the direct purpose of promoting PA, the Games, the Team, and/or any other PA Stakeholder of any kind;
 - (ii) to a PA Sponsor only at any time from the date of this Deed until the end of the Games Period;
 - (iii) provided, however, that there shall be no restriction on PA sublicensing a Team Image which depicts at least 3 athletes including Your Image.

- (b) PA agrees that the use of Your Image under **clause 9.2(a)** does not imply that You are personally commercially endorsing any products or services unless You have a separate agreement with the sublicensee under **clause 9.2(a)**.
- (c) You may not assign or license any rights to Your Image to any person or organisation in a way that would or would purport to prevent PA from using Your Image under clause 9.

10. Uniform

10.1 Obligations during the Term

- (a) You must keep confidential the design and other details of the Uniform until such details are disclosed by PA to the public.
- (b) You must comply with all requirements related to the Uniform and clothing supplied to You as a member of the Team as notified to You by PA or as directed by the Chef de Mission.
- (c) If You are unsure of Your obligations in relation to the Uniform, You must seek clarification from PA or the Chef de Mission prior to wearing the Uniform or any other clothing at any public appearances, events, competitions or media appearances.
- (d) From the commencement of the Pre-Games Staging Period You must not cause or permit, except in the case of the Uniform, any form of publicity or propaganda to appear on sportswear, accessories or any article of clothing or equipment whatsoever worn or used by You.
- (e) Throughout the Games Period, You must exclusively:
 - (i) wear the Uniform; and
 - (ii) use the equipment supplied to You as a member of the Team, unless PA has given prior approval to You for the use of other equipment.
- (f) When wearing the Uniform:
 - (i) You must not wear any item of apparel branded or manufactured by any person or organisation other than the supplier of the Uniform or a PA Sponsor, without prior approval from PA or the Chef de Mission including, but not limited to exchanging any items in the Uniform for Your personal items;
 - (ii) any personal accessories must be kept to a tasteful minimum.
- (g) You must not:
 - (i) wear the Uniform at any event, appearance or activity except as required by **clause 10.1(e)**;
 - (ii) appear or be shown wearing the Uniform for Commercial Purposes in any media, promotions, advertising, images or film for Personal Sponsors or Connected Parties, unless they are also PA Sponsors;
 - (iii) alter the Uniform in any way (including, but not limited to, removing sleeves, shortening or lengthening skirts, adding logos of Personal Sponsors or Connected Parties) unless alteration is required to ensure performance to accommodate an athlete's impairment and as approved by the Chef de Mission; or

- (iv) wear any clothing or accessories that PA or the Chef de Mission, in their absolute discretion, deem inappropriate,

without prior written approval from PA.

- (h) Where approval is granted under **clause 10.1(g)**, any branding of PA, a PA Sponsor, the IPC or the OCOG must not be in any way obscured on any item of the Uniform.

10.2 Obligations which extend to after the Term

After the Term:

- (a) You may wear the Uniform for Games heritage or personal purposes (such as a conference or school visit) but must not wear it or be pictured in it in any way which implies an endorsement by PA, the IPC or the OCOG of any of Your Personal Sponsors;
- (b) You must not wear, provide, sell or use, for gain by any commercial party other than a PA Sponsor, any part of Your Uniform.
- (c) You must not wear the Uniform in any manner which may bring PA, the IPC, the Team or the Games into disrepute.

10.3 Exemptions

PA may, in its absolute discretion, in exceptional circumstances, grant exemptions to the obligations set out in this clause by agreement with You. Such exemptions may apply for the Term of this deed or on a case-by-case basis for a specific occasion.

11. Anti-Doping and use of Illegal Substances

11.1 Compliance and cooperation with anti-Doping rules

- (a) You must not engage in Doping and must comply with the anti-doping provisions in any rules referred to in **clause 4.1** and all of the requirements of the PA Improper Use of Drugs and Medicine Policy.
- (b) You must fully cooperate with, and You consent to, any anti-doping organisation and their agents at any time during the Term:
 - (i) undertaking tests, including requiring You to provide samples;
 - (ii) carrying out other investigations; and
 - (iii) taking any other steps as permitted by the anti-doping provisions in any rules referred to in **clause 4.1**.
- (c) You must comply with any request relating to anti-doping education made by PA.
- (d) You agree that any anti-doping organisation (formed under or for the purpose of administering anti-doping rules under any rules referred to in **clause 4.1**), may collect, hold, use and disclose any personal information about You obtained from those tests, investigations or other steps referred to in **clause 11.1(b)**, to the extent specified in the applicable rules.
- (e) You must not use, attempt to use, have in your possession or attempt to have in your possession, or attempt to traffic an Illegal Substance as outlined in the PA Improper Use of Drugs and Medicine Policy.

- (f) You must notify the Chief Executive, in writing, of any pending Doping infringement, allegation, charge, proceedings, appeal or case against You at the time You execute this deed or immediately once You become aware of one during the Term of this deed if the matter arises after the date you execute this Deed.

11.2 PA's right to search and seize

- (a) You authorise PA and its authorised officers or nominees to:
- (i) search any bags and possessions You may bring into the Pre-Games Staging Camp or Games Village or otherwise have in Your possession, custody or control at any Games Venue or other venue;
 - (ii) search Your clothing whilst You are in transit to, or in a Pre-Games Staging Camp, Games Venue, the Games Village or other venue; and
 - (iii) confiscate any substance or equipment that may potentially assist an athlete to engage in Doping which is discovered as a result of a search conducted under **clause 11.2** which they believe or suspect to be a Prohibited Substance or equipment assisting a Prohibited Method prohibited under the Australian National Anti-Doping Policy or anything which is prohibited under the PA Improper Use of Drugs and Medicine Policy.
- (b) You acknowledge that PA may have any such substance or equipment analysed at its expense to determine whether or not it is a Prohibited Substance or equipment to assist in Doping and that PA will return what remains of a substance and/or equipment to You if the analysis determines that it is not prohibited under the Australian National Anti-Doping Policy.

12. Competition Manipulation and betting

- (a) You must comply with all laws, rules, policies and procedures related to match fixing, betting and/or other forms of corruption and misconduct that Your National Federation, PA, the relevant IF, IPC and any other applicable organisations, issued during the Term. Without limitation, these rules and policies include PA's [Competition Manipulation and Sports Gambling Policy](#) and the [IPC handbook](#).
- (b) You must immediately upon discovery disclose to Your National Federation and PA any activity You become aware of which You suspect may be in breach of such rules, laws, rules, policies and procedures.
- (c) You must not:
- (i) bet, wager upon or accept, give or in any way be involved in any inducement or bribe in relation to Your own performance at the Games or the performance of any participant at the Games;
 - (ii) Share performance or Team related information that is not yet public that has the potential to be sensitive in relation to performance;
 - (iii) have any relationship with any gambling organisation or an employee of or consultant to any such organisation unless such relationship is approved by the Chief Executive.
 - (iv) in anyway fix or manipulate the natural outcome of competition to benefit or not financially or better ones chance of progressing through competition rounds. For instance, deliberately making an invalid attempt or intentionally underperforming in the heats, or manipulating sporting equipment etc.

13. Safeguarding

- (a) You must comply with all laws, rules, policies and procedures related to safeguarding child and young people that Your National Federation, PA, the relevant IF, IPC and any other applicable organisations, issue during the Term. Without limitation, these rules and policies include the [PA National Integrity Framework Safeguarding Children and Young People Policy](#) and the [IPC handbook](#).
- (b) If must disclose to Your National Federation and PA any activity You become aware of which You suspect may be in breach of such rules, laws, rules, policies and procedures. Whilst at the Games you can report safeguarding related concerns to the Chef de Mission in addition to what is outlined in **Annexure A** in the National Integrity Framework Safeguarding Children and Young People Policy.
- (c) The management of safeguarding issues is to the discretion of the Chef de Mission as outlined in the grievance resolution policy, rather than standard NIF complaints management. This is to allow for prompt and appropriate response in Games-time.

14. Medical Information

14.1 Medical Records

- (a) You must provide PA access to all of Your relevant medical information, including, but not limited to:
 - (i) any medical records, relevant to preparation and performance at the Games, including records of a Medical Practitioner relating to:
 - A. any illness, injury, or condition, including details of any treatment undertaken by You; and
 - B. any physical or psychological disability, illness, disease or injury You have suffered from (whether this is continuing or not); and
 - (ii) details of any drugs or medication taken, or consumed by, or administered to, You (including prescription and non-prescription drugs and medication).
- (b) During the Term, if You become aware of any additional information which has not previously been disclosed to PA under **clause 14.1(a)** that may prevent You preparing for, or competing in, the Games, You must notify PA and provide it as soon as reasonably possible after becoming so aware.
- (c) You irrevocably authorise any Medical Practitioner with whom You have consulted (or consult with after the date of this deed) to provide medical records to the PA Chief Medical Officer and discuss Your medical records with the PA Chief Medical Officer, at the request of PA. You irrevocably agree that this authorisation may be revealed by PA to any such Medical Practitioner and that You will cooperate as directed by PA to ensure that the PA Chief Medical Officer is provided with such records and has such discussions with such Medical Practitioner.

14.2 Agreement to undergo medical examinations and tests

- (a) During the Pre-Selection Period and as a condition of Selection, You must undertake any medical examinations, tests and performance assessments as

required by PA or the Chef de Mission to determine Your fitness or otherwise to compete in the Games (a **Health and Performance Assessment**).

- (b) If selected in the Team, You must:
 - (i) undertake any further Health and Performance Assessments as may be reasonably required by PA from time to time; and
 - (ii) either undergo any immunisation or related procedure that is reasonably required by PA or any Medical Practitioner appointed by PA for the Games or withdraw from the Team.
- (c) Any Health or Performance Assessment, including immunisation, required will be at the expense of PA and administered by a medical professional determined by PA.
- (d) You must comply with all reasonable directions given by the Chef de Mission, or their nominee, in relation to Your health and fitness.

14.3 Results of Health and Performance Assessments

Where, in the absolute discretion of PA the results of a Health and Performance Assessment indicate that Your ongoing participation in the Games would constitute an unacceptable risk of:

- (a) causing harm, injury or death to Yourself;
- (b) causing harm, injury or death to another member of the Team;
- (c) aggravating an existing physical or psychological disability, injury or illness You may have; or
- (d) infecting other members of the Team, any PA officer, employee or contractor or any participant in the Games,

PA may suspend Your participation in the Team and/or any activities involving the Team (or any part of it) or any event at the Games.

14.4 PA's use of medical information

Any medical information disclosed to PA under this **clause 14**:

- (a) must be kept strictly confidential and disclosed only to necessary and appropriate persons in accordance with this deed or as authorised by You;
- (b) may be kept, made available and added to by the medical professional who examined You under **clause 14.2**, and any other PA support personnel (as agreed with You);
- (c) must be made available to other members of Your health and/or support team, particularly the Chief Executive and the Chef de Mission.

15. Classification

15.1 General

- (a) You must:
 - (i) make Yourself available to undertake international Classification as required throughout the Term by PA and/or IPC in accordance with Your

relevant IF classification rules and abide by Your relevant IF Classification rules;

- (ii) understand it is your responsibility to familiarise yourself with and comply with all requirements of the IPC Athlete Classification Code and Your IF Classification rules; and
 - (iii) be knowledgeable of and comply with your role and responsibilities as an athlete, and cooperate with your NF, PA, the IPC, the IF and their respective classifiers and medical assessors.
- (b) You warrant that You have not committed any offence under Your IF classification rules, IPC Athlete Classification Code, PA classification rules or Your National Federation, as the case may be.
 - (c) You acknowledge that Your Nomination Policy will be adversely impacted upon by any relevant classification changes, as a result of athlete re-evaluation or IF classification rule changes.
 - (d) You must comply with any request relating to Classification education made by PA.

15.2 Disclosure Obligations

You must disclose to PA, PA Management and National Federation Program Management details of:

- (a) Your Classification;
- (b) any medical intervention and/or changes to Your impairment that occur following sport class allocation; and
- (c) any changes to Your equipment for competition that occurs following sport class allocation.

15.3 Intentional misrepresentation

- (a) You must not intentionally misrepresent, by either action or omission, Your skills and/or abilities and/or the degree or nature of Your eligible impairment, or otherwise be in breach of the relevant IPC classification rules (**Intentional Misrepresentation**) during Athlete Evaluation or at any other time after the allocation of a Sport Class to You.
- (b) You must not be involved in any way, either personally or with a third party with any form of Intentional Misrepresentation.
- (c) You agree to cooperate with any investigation concerning a violation or potential violation of Your IF classification rules.

16. Sanctions

- (a) Where there has been an alleged breach by You of this deed, PA, acting through the Chief Executive or Chef de Mission, may:
 - (i) undertake such enquiries as are considered appropriate, having regard to the nature of the alleged breach;

- (ii) inform You of the particulars of the alleged breach, any information obtained regarding the alleged breach, and the Sanctions that may be imposed if it is determined that a breach has occurred;
 - (iii) give You an opportunity within a reasonable time to provide Your response to the particulars of the alleged breach and any information disclosed to You; and
 - (iv) determine whether a breach has occurred and inform You and Your National Federation in writing of such determination.
- (b) If PA determines that a breach by You of this deed has occurred, PA may take all or any one or more of the following actions:
 - (i) if the breach occurs prior to the Games Period, withdraw Your selection from the Team;
 - (ii) terminate this deed by giving You written notice to that effect;
 - (iii) terminate Your membership of the Team;
 - (iv) require You to leave the Games Venue and/or the Games Villages;
 - (v) exclude You from competition at the Games;
 - (vi) cancel and impound Your Games accreditation card to prevent You access to the Games Venues and Games Village;
 - (vii) require You to return to Your usual place of residence;
 - (viii) in the case of a breach of **clause 4.2(g)**, require You to withdraw or delete any comments made and/or issue a PA approved amending statement or apology if determined appropriate by PA;
 - (ix) take steps to prevent You from being eligible for consideration for selection for future PA selected teams;
 - (x) in accordance with the PA General Selection Criteria, refer the matter regarding the breach to Your National Federation to be dealt with in accordance with applicable rules of the National Federation; and/or
 - (xi) impose such other sanctions on You as are considered appropriate in the circumstances.
- (c) If any of the Sanctions are imposed on You, this deed, excluding clause 5 shall continue in force until its termination.

17. Termination of deed

- (a) This deed may be terminated prior to the end of the Term by:
 - (i) You withdrawing from the Team in accordance with clause 17(c); or
 - (ii) written agreement between You and PA.
- (b) This deed automatically terminates if You are not selected to be a member of the Team.

- (c) You may withdraw from the Team provided:
 - (i) You are acting reasonably and in good faith; and
 - (ii) You give the Chief Executive not less than twenty-one (21) days' written notice of Your withdrawal. unless otherwise determined in writing by the Chief Executive.

18. Appeals

18.1 Nomination Appeal

- (a) If You are not nominated to be a member of the Team by Your National Federation, You may appeal to Your National Federation only in accordance with the Nomination Appeals Policy outlined in the By-Law.

18.2 Selection Appeal

- (a) If You are not selected to be a member of the Team by PA You may appeal to PA in accordance with the Selection Appeals Policy outlined in the By-Law.

18.3 Sanctions Appeal

- (a) If PA imposes a Sanction on You, You may appeal to PA (**Sanction Appeal**) in accordance with **clause 18.4**.
- (b) Any decision of PA made in accordance with **clause 18.4** will be final.

18.4 Procedure for appeal

- (a) You must submit a notice of Sanctions Appeal (as applicable), in writing, which may be sent by email or facsimile (**Notice of Appeal**) and must be received within 24 hours of Your receipt of your Sanction.
- (b) The Notice of Appeal must set out:
 - (i) the decision to which the appeal relates;
 - (ii) the ground on which the appeal is made;
 - (iii) the reasons or circumstances supporting the grounds of appeal; and
 - (iv) any other information which You deem pertinent to the appeal.
- (c) Within 48 hours of receipt of the Notice of Appeal, PA shall appoint an appeals committee which shall comprise no less than three people (**Committee**) and shall notify You of the composition of the Committee and the timing of the hearing of the appeal.
- (d) The Committee shall include:
 - (i) the Chief Executive;
 - (ii) a member of the PA Board; and
 - (iii) a person independent of PA (who shall be appointed as chairperson of the Committee).

- (e) The appeal shall be heard as soon as reasonably practicable, following the formation of the Committee.
- (f) The Committee may determine its own procedure as to how the appeal process will be run, provided it complies with the principles of natural justice and advises You of that procedure.
- (g) The Committee shall consider the evidence and make a determination as soon as reasonably practicable after the hearing.
- (h) Within 24 hours of making a decision, the Committee must notify You and PA in writing of the decision, which will be binding on You.

19. Dispute resolution

If any dispute arises between You and PA (including the Chef de Mission) in relation to the meaning and application of this deed (excluding **clauses 16, 17 or 18**) the parties agree that they will:

- (a) use their best endeavours to resolve the difference or dispute by agreement between them and if necessary appoint, for that purpose, a mutually agreeable mediator;
- (b) if agreement cannot be reached within a reasonable time by the process in **clause 19(a)**, submit the dispute to the Tribunal within two (2) days of the date of the meeting in **clause 19(a)** and determined in accordance with the relevant rules of the Tribunal; and
- (c) the decision of the Tribunal shall be final and binding on the parties and it is agreed that neither party may commence proceedings in any court or tribunal other than the Tribunal.

20. Indemnity

- (a) You agree that PA will not be liable to You for any loss, damage, expense or injury of any kind to You or Your property arising from or in connection with, directly or indirectly, any act, omission or fault of PA unless it arises as a direct result of a deliberate and wrongful act or omission by PA.
- (b) For the purposes of this **clause 20**, PA includes its members, officers, staff, support personnel, coaches and officials.
- (c) You agree not to sue, or take any legal, administrative or other action (or assist any other person to take any such action) and hereby release, indemnify and keep indemnified PA from and against all actions, suits, causes of action, proceedings, claims, demands, costs, expenses and damages (whether in respect of damage to property, personal injury or otherwise, and including all legal costs and other expenses suffered or incurred by You) which may be incurred by PA or taken or made against PA arising out of any act or omission by You during the Term of this deed.

21. Effect of other documents

- (a) The PA General Selection Criteria is deemed to be incorporated into this deed.
- (b) To the extent of any inconsistency between the terms of the PA General Selection Criteria or the rules and regulations of the IPC and this deed, this deed shall prevail.

22. Privacy

- (a) You acknowledge and agree that Your Personal Information (including health information) may be handled by, and collected and disclosed between PA, any Medical Practitioner appointed by PA for the Games, any Medical Practitioner, Chef de Mission or any other relevant persons (as appropriate) during the Term, for the purposes of this deed and managing Your membership of the Team.
- (b) Your privacy is important to PA. As such, in handling Your Personal Information, PA will, and will instruct any Medical Practitioner appointed by PA for the Games and the Chef de Mission to:
 - (i) comply with PA's privacy policy as advised from time to time and published on the PA website;
 - (ii) comply with the Privacy Act, including the Australian Privacy Principles and all other applicable privacy laws as may be in force from time to time which regulate the collection, storage, use and disclosure of information, as if it were regulated by those laws.
- (c) You should note the following:
 - (i) Subject to some exceptions in the Privacy Act, You have a right to access Your Personal Information.
 - (ii) Your ability to be a member the Team will be affected if Your Personal Information is not provided to PA, any Medical Practitioner appointed by PA for the Games, the Chef de Mission and the other organisations specified below:
 - A. Australian Sports Commission; or
 - B. one of the state or territory Institutes or Academies of sport.
- (d) PA will provide reasonable assistance to You in the resolution of any complaint You make alleging a breach of **clause 22(b)** by PA, any Medical Practitioner appointed by PA for the Games or the Chef de Mission.

23. General

23.1 Not an employee

You acknowledge and agree that by entering this deed, You are not an employee or agent of PA.

23.2 Notices

A notice under this deed must be in writing and may be given personally or left at, or sent by post, email or facsimile to, the address supplied by You and PA for that purpose and a notice will be taken to have been received 3 days after it has been left at or sent to the relevant address in accordance with this clause, unless the sender is, or ought on reasonable grounds be, aware that the notice has not been delivered.

23.3 Variation to deed

The parties agree that, subject to the right of PA to amend this deed at any time prior to the Nomination Date in accordance with the PA General Selection Criteria, any amendment to this deed will only be valid if it is signed in writing and signed by both parties.

23.4 Confidentiality

Each party to this deed must treat this deed and all information obtained by the party in connection with this deed as (and take all reasonable steps to ensure they remain) strictly confidential except where this deed specifically contemplates otherwise.

23.5 Governing Law

This deed shall be governed by and is to be construed in accordance with the laws of New South Wales, Australia.

23.6 Entire Agreement

This deed supersedes all previous agreements in respect of its subject matter and sets out the entire agreement between the parties.

24. Disclosure

24.1 Athlete's Disclosure

- (a) Please identify if there are any matters to be disclosed in respect of **clause 3(a)(iii)** of this deed (including any disreputable conduct, any criminal convictions or charges).
- (b) PA may, in its absolute discretion, confirm your eligibility notwithstanding any matters disclosed below.
- (c) Any matters disclosed below will be treated as personal information and handled in accordance with the PA Privacy Policy.

Schedule A Specific Rules

- Paralympic Team Nomination, Selection & Appeals By-Law*
- PA General Selection Criteria*
- Your sport specific Nomination Policy*
- PA Integrity Framework (including the Codes of Conduct)*
- PA Athlete Personal Sponsorship & Advertising Policy*
- PA Team Policies (including the PA Social Media Policy)*
- Any media directives or guidelines issued from time to time by the Chef de Mission or Head of Communications and published on the PA website*
- Any medical or personal safety directives or guidelines issued from time to time by the Chef de Mission or PA Chief Medical Officer and published on the PA website*
- The WADA Code as implemented in Australia by the ANADP made under the Australian Sports Anti-Doping Authority Act 2006 (ASADA Act)
- The anti-Doping rules, regulations and policies of the relevant IF
- ANADP which consists of the Sports Anti-Doping Rules issued by SIA and as amended from time to time*
- The sports anti-Doping rules, regulations and policies of Your National Federation and the Sports Anti-Doping Rules made under applicable federal legislation as amended from time to time
- The National Integrity Framework Policies*
- The IPC Medical and Anti-Doping Code*
- The IPC Athlete Classification Code*
- The classification rules, regulations and policies of the relevant IF
- PA Classification Policy*
- The classification rules, regulations and policies of the relevant national sporting organisation or national sporting organisation for the disabled.

** Available on the PA website (www.paralympic.org.au)*

Schedule B Paralympic Properties

Paralympic Properties include (but are not limited to) the following:

PA Registered Trade Marks

The following trade marks, and all related variants, are owned by PA and can only be used according to the conditions of this deed. Any use must adhere to the PA Brand & Commercial Guidelines.

1. Paralympics Australia (PA) corporate logo



2. Australian Paralympic Team mascot – Lizzie the frilled neck lizard



3. AUS Squad



‘The Journey’ Indigenous Design by Rheanna Lotter



Words, Phrases and Slogans controlled by PA

- ✓ Para
- ✓ Paralympic / Paralympics
- ✓ Paralympic Games / Paralympic Winter Games
- ✓ Paralympian
- ✓ Milano Cortina 2026 / Milano Cortina 2026 Paralympic Winter Games
- ✓ Australian Paralympic Team / Australian Paralympic Winter Team
- ✓ AUS Squad
- ✓ Imagine What We Can Do / #ImagineWhatWeCanDo
- ✓ Spirit in Motion

Athlete Images and Moving Footage

- ✓ Images of Athletes produced by or for PA
- ✓ Footage (Moving Images) of Athletes produced by or for PA

IPC Logos

The following logos owned by IPC and all related variants:



OCOG Logos & Mascot

The following logos and mascots owned by the OCOG and all related variants:



Executed as a deed

PA

Signed, sealed and delivered by PA:

Signature

Full name of PA Representative

Athlete

Signed, sealed and delivered by You:

Signature

Full name of Athlete

By Parent or Guardian where You are under 18 years of age

In the case of an athlete under 18 years of age as at the date of signing this deed, it must **also** be signed by the parent(s) or guardian(s) of the athlete.

I/We are the parents/guardians of the athlete, and we acknowledge and agree to the acknowledgments and conditions specified in this deed

Signature: Dated:

Name:

Annexure A Media Policy

*****Media Policy to be added once updated and approved**

Annexure B PA Parental Consent, Emergency Contacts and Risk Disclosure for Minors Form

PA TO COMPLETE

Location of Games: Milano Cortina, Italy

Start date of Games: 06/03/2026

Finish date of Games: 15/03/2026

PARENT / CAREGIVER TO COMPLETE - ATHLETE INFORMATION FORM

Athlete Name:

Address:

Telephone:

Mobile:

Age:

EMERGENCY CONTACT DETAILS (please provide at least 2 sets of contact details)

Contact 1: Emergency Contact

Name:

Relationship:

Address:

Day Phone:

Evening Phone:

Mobile:

Contact 2: Emergency Contact

Name:

Relationship:

Address:

Day Phone:

Evening Phone:

Mobile:

To be read and signed by parent/caregiver of minor.

I agree to my child taking part in the PA event, competition, tour and have received sufficient information, including reading and signing the relevant PA athlete deed for my child and reading and accepting the PA People Protection Policy.

I understand my child will be under the care of

(insert name of person/s) and there is a duty of care on this person to provide the degree of care towards minors in their care that could be expected from a careful and prudent parent.

I expressly authorise PA to seek and administer medical treatment in the case of an emergency and to take whatever steps they consider appropriate in the case of any emergency (e.g. safety, security issues).

Acknowledgement of Risk

I understand that there are risks associated with involvement in PA events, competitions and tours and that these risks cannot be completely eliminated. I understand that PA will identify any foreseeable risks and seek to minimise those risks.

Name:

Signature:

Date:

Annexure C Schedule of Insurance Benefits

Full schedule of benefits will be provided to You in writing by PA, once a policy is finalised.

In accordance with **4.2 (k)**, you must then take out any insurance you need in addition to that taken out by PA.