

GNZ INTERNATIONAL TOUR OFFICIALS/VOLUNTEER AGREEMENT

Please read this agreement thoroughly. The volunteer is required to acknowledge they have read and agree to the terms of this agreement by checking the box allocated in the GNZ Intention to Travel (ITT) form.

PARTIES

BETWEEN: GYMNASTICS NEW ZEALAND INCORPORATED (NZ)

AND: Volunteer named in the Intention to Travel form (**VOLUNTEER**)

BACKGROUND

1. Gymnastics NZ (GNZ) is a member of World Gymnastics and is the national governing body of Gymnastics in New Zealand.
 2. The Volunteer wishes to assist GNZ as a Support Staff Volunteer to support the athletes on a GNZ Tour undertaking the voluntary services set out in **Schedule 1 (Services)** on a voluntary and non-remunerated basis.
- The parties agree that the following terms will apply in relation to the Services.

1. SAFETY CHECK

- 1.1 This Volunteer Agreement is entirely conditional upon a satisfactory safety check, which includes a police vetting check, being returned and GNZ having no issue with any disclosures the Volunteer makes about criminal charges or convictions. Although GNZ endeavours to complete all checks prior to the commencement of this Volunteer Agreement, in some instances this may not be possible.
- 1.2 It is also required that the Volunteer complete all 4 modules of the Sport Integrity Commission Safeguarding Training and provides the certificates to GNZ. A link will be sent to all volunteers who are filling out and intention to travel (ITT) form by GNZ.
- 1.3 The agreement is conditional on a GNZ integrity check to ensure there are no findings of misconduct against the Volunteer, and no current investigations or concerns under review with GNZ or the Sport integrity Commission.
- 1.4 Should GNZ , in its sole discretion, not be entirely satisfied with the result of the criminal background check, integrity check or if the safeguarding training is not completed, GNZ 's offer may be withdrawn. If the Volunteer has already commenced providing Services for GNZ at the time that GNZ determines the results of the criminal background check are not satisfactory, this Volunteer Agreement may be terminated with immediate effect.

2. STATUS

2.1 The Volunteer acknowledges and agrees that:

- a. GNZ will provide, and the Volunteer will undertake the Services, on a voluntary basis;
- b. this Volunteer Agreement does not in any manner or form constitute an employment relationship between the parties; and
- c. at the completion of the Services GNZ is under no obligation either then or in the future to offer the Volunteer employment.

3. NO PAYMENT OR COMPENSATION

3.1 The Volunteer acknowledges and accepts that the Volunteer will not be paid for, or receive any form of compensation or reward, from GNZ at all for any time spent undertaking the Services.

4. TERM OF VOLUNTEER AGREEMENT

4.1 Notwithstanding the date this Volunteer Agreement is signed, it is agreed that it shall commence on the date the tour departs and will, subject to the rights of early termination in this Volunteer Agreement, terminate on the date the tour ends. Exact dates will be confirmed once volunteers are selected.

5. THE VOLUNTEER'S OBLIGATIONS

5.1 During the Term, the Volunteer agrees to, on a voluntary basis:

- a. perform the Services listed in **Schedule 1** (which may be amended by agreement between the parties);
- b. exercise reasonable skill and care and at all times act in an ethical and professional manner (in accordance with any applicable legislation and regulations and any generally accepted practices within the Volunteer's area of expertise). In particular, the Volunteer must not breach any rules, codes, or regulations of any professional member organisation to which the Volunteer is registered or a member;
- c. perform the Services in accordance with any applicable GNZ policies, guidelines, programmes, codes, rules, protocols and regulations, including GNZ Policies listed in **Schedule 2**;
- d. comply with all reasonable and lawful directions of, and arrangements given by GNZ Tours Staff and any person appointed by GNZ;
- e. work in a professional manner with GNZ Tours Staff other team members, and athletes in the Team;
- f. conduct themselves in a manner befitting of a team member representing New Zealand so as not to bring the Volunteer, GNZ, WORLD GYMNASTICS or the Team into disrepute;
- g. provide such written reports as required by GNZ and
- h. live inside the designated accommodation for the duration of the event (unless otherwise agreed with GNZ).

6. OBLIGATIONS OF GNZ

6.1 For the Term of this Volunteer Agreement, GNZ will:

- a. obtain relevant information from the Volunteer, and complete any entry requirement for the event where applicable;
- b. confirm any cost to the Volunteer in a timely manner;
- c. determine and arrange the Volunteer's travel to the location of the event and all accommodation requirements unless otherwise agreed with GNZ. The Volunteer must pay all invoices on time, and (where required) must supply adequate proof of expenditure for all expenses claimed by the Volunteer;
- d. determine and arrange travel insurance for the Volunteer if requested to attend the event as agreed with the Volunteer, the details of which will be supplied to the Volunteer;
- e. inform the Volunteer of the necessary arrangements referred to in this Volunteer Agreement by various means regarding preparations for the event, inviting them to briefings, and providing them with written documentation;
- f. provide advice and assistance to the Volunteer for public relations and media and sponsorship matters which may arise during the Term; and
- g. comply with the health, safety and wellbeing obligations outlined in this Volunteer Agreement.

7. MEDIA

7.1 During and after the Term of this Volunteer Agreement the Volunteer will:

- a. only make or endorse any public statement (including media interviews, speaking appearances in-person or online, personal blogs, websites, social media or statements on any other digital platforms) relating to their fellow team members, GNZ, the International Federation, the event and/or the team generally with the prior written approval of GNZ. Requests for approval must be directed to the GNZ Tours team in the first instance;
- b. direct any media enquiries relating to team members, NSOs, the International Federation, GNZ, the event or the team generally to the Tours team.
- c. not make or endorse any public statement that has or may have, a negative effect on the interests of their fellow team members, GNZ, the event, the International Federation or the team generally;
- d. ensure that any media interviews or personal blogs/websites/social media statements (or statements on other digital platforms) do not directly or indirectly represent that any third parties are sponsors of, associated with, or otherwise have the approval of, or are affiliated with fellow team members, the team, the event and/or GNZ when they are not.

7.2 The Volunteer agrees and understands that:

- a. the spokesperson on all matters concerning the event is the Chief Executive of GNZ (although they may delegate these duties from time to time);

- b. GNZ may ask the Volunteer if they wish to be the spokesperson for a media interview or other request if they feel the Volunteer is the most appropriate person to do so;
- c. the Volunteer does not have to communicate with the media and they cannot be compelled to do so.

8. PROMOTIONS AND SPONSORSHIP

- 8.1 As a member of the team, during and after the term, the Volunteer agrees to protect the Intellectual Property of GNZ and/or the event they are attending and the GNZ commercial partners and will not assist, support, promote or encourage any persons or entities to create an association with the Volunteer (in their capacity as a member of the team) in a way that implies that they are an official sponsor of the team, GNZ or the event the Volunteer is attending, and to not do or omit to do anything which may imply such an association.

9. UNIFORM

- 9.1 During the Term, the Volunteer must comply with all requirements related to the team uniform as notified to the Volunteer by GNZ, and not wear any clothing or accessories that GNZ (in their discretion) deem inappropriate.

- 9.2 The Volunteer must **not** at any time during the Term:

- a. wear the team uniform in any situation in which the Volunteer are at or involved in any kind of event, appearance or activity for third party personal sponsors (or any employers, clients or other entities the Volunteer are engaged to provide services to as applicable), unless they are GNZ Partners or the Volunteer have prior written permission from GNZ to wear the team uniform at such event, appearance or activity;
- b. appear or be shown in any PR/media, promotions, advertising, images or film for third party personal sponsors (or any employers, clients or other entities the Volunteer are engaged to provide services to as applicable) wearing the team uniform, unless such organisations are also GNZ Partners or the Volunteer have received written permission from GNZ to wear the team uniform in such PR/media, promotions, advertising, images or film;
- c. alter the team uniform in any way without written permission (including, but not limited to, removing sleeves, shortening or lengthening skirts, adding logos of third party personal sponsors (or any employers, clients or other entities the Volunteer are engaged to provide services to as applicable). GNZ commercial partner branding must not be in any way obscured on any item of the team uniform.

- 9.3 The Volunteer must not provide, sell, or use, for any gain by any commercial third party whatsoever, any part of the Volunteer's team uniform.

10. ANTI-DOPING

- 10.1 The Volunteer agrees that they are bound by, and must comply with, the following:
 - a. the sports anti-doping rules, regulations and policies of GNZ and/or the Sports Anti-Doping Rules issued by the Sport Integrity Commission under the Integrity Sport and Recreation Act 2023;

- b. the anti-doping rules, regulations and policies of World Gymnastics; and
- c. the WADA Code as implemented in New Zealand by the Sport Integrity Commission under the Integrity Sport and Recreation Act 2023.

11. MATCH FIXING AND BETTING

- 11.1 The Volunteer agrees to comply with all laws, rules, policies and procedures of GNZ, WORLD GYMNASTICS and any other applicable organisations, related to match fixing, betting and/or other forms of corruption and misconduct (including those issued by GNZ, the relevant International Federation and any other applicable organisations) during the Term. The Volunteer agrees to disclose to GNZ any activity they become aware of which they suspect may be in breach of such rules, laws, rules, policies and procedures.

12. CONFIDENTIALITY

- 12.1 Confidential Information means all information provided to the Volunteer by GNZ, all information arising from performing the Services, and all information which GNZ may separately designate in writing as being confidential except where any such information is already in the public domain.

13. PRIVACY

- 13.1 The Volunteer agrees that any personal information they obtain from GNZ and/or any athletes, coaches, staff, or any other person performing the Services may only be collected, held, used, and distributed for the purposes of the event in accordance with the Privacy Act 2020 and as required by GNZ.
- 13.2 GNZ will need to collect some personal information from the Volunteer including their contact details, passport details, and in some instances health/medical information.
- 13.3 Other personal information will be collected for the purposes of arranging accommodation, travel, event accreditation, WORLD GYMNASTICS Licenses, and for a historical record of the Volunteer's participation in the event. In addition, the Volunteer's personal information will be used to contact them prior to their departure for the event.
- 13.4 By signing this Volunteer Agreement, the Volunteer agrees to GNZ collecting their personal information, and using it and storing it indefinitely, only for the purposes set out in this Volunteer Agreement. The Volunteer also agrees to it passing on the Volunteer's personal information (but excluding any health and medical information) to GNZ Partners for the purposes set out in this Volunteer Agreement.

14. TERMINATION OF VOLUNTEER AGREEMENT

- 14.1 This Volunteer Agreement may be terminated prior to the end of the Term by:
- a. GNZ terminating this Volunteer Agreement by giving the Volunteer 1 week's written notice to that effect for any reason whatsoever;
 - b. the Volunteer withdrawing from the Team for extenuating circumstances by notifying GNZ tours@gymnasticsnz.com; Please note that should the volunteer withdraw after accepting their place on the tour for any reason other than extenuating circumstances, they will be required to pay any costs incurred by GNZ that are required to replace them on the tour.
 - c. written agreement between the Volunteer and GNZ; or
 - d. GNZ summarily terminating this Volunteer Agreement for any serious or material breach.

- 14.2 14.1b On termination of this Volunteer Agreement the Volunteer will return to GNZ all GNZ property, documents and equipment owned by GNZ.

15. HEALTH, SAFETY & WELLBEING

- 15.1 GNZ acknowledges it has obligations to the Volunteer under the Health and Safety at Work Act 2015, to take reasonably practicable steps ensure that the Volunteer is not put at risk while performing the Services. To this end GNZ has developed Health and Safety Policies and Procedures Manual which the Volunteer must know and strictly adhere to.
- 15.2 The Volunteer also has obligations under the Health and Safety at Work Act 2015 which they must comply with. The Volunteer must ensure, so far as is reasonably practicable, their own safety while performing the Services and to ensure so far as is reasonably practicable the health and safety of any person is not put at risk in performing the Services under this Volunteer Agreement, including workers, other contractors, subcontractors, visitors and members of the public.
- 15.3 The Volunteer must comply with all applicable health, environmental and safety laws, regulations, rules, standards and codes of practice, including but not limited to the Health and Safety at Work Act 2015. The Volunteer must also comply with all health and safety rules and procedures of GNZ.
- 15.4 The Volunteer must immediately and accurately report to GNZ any accidents, injuries, or near miss accidents or injuries which occur in the course of performing the Services. Reports must be confirmed in writing to the Tour Manager within 24 hours after the incident occurs. The Volunteer must also report to the Tour Manager all unsafe or potentially unsafe conditions and unsafe acts. The Tour Manager must complete a report of all Health and Safety incidents following the completion of the tour.
- 15.5 In the event the Volunteer fails to comply with GNZ's rules, procedures or requirements, or any relevant laws, regulations, rules and standards in respect of health and safety, this Volunteer Agreement may be summarily terminated.

16. INDEMNITY

- 16.1 The Volunteer agrees that GNZ or its associates will not be liable to the Volunteer for any loss, damage, or expense of any kind to the Volunteer or their property arising from or in connection with, directly or indirectly, any act, omission or fault of GNZ unless it arises as a direct result of a deliberate and wrongful act or omission by GNZ.
- 16.2 The Volunteer indemnifies GNZ and shall keep indemnified GNZ 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 the Volunteer) which may be incurred by GNZ or taken or made against GNZ arising out of any act or omission by the Volunteer during the Term.

17. VOLUNTEER

- 17.1 The Volunteer is responsible during the Term for:
- a. registration or membership to any professional body for the purpose of undertaking the Services;
 - b. the payment of any fines for failure to comply with any statute or regulation; and

- c. taking out and/or maintaining any professional certification and/or additional insurance(s) that is required for their provision of Services; and to provide GNZ, on demand, confirmation that they hold any necessary professional certification and/or additional insurance(s).

17.2 The Volunteer agrees that at no stage either during or subsequent to the termination of this Volunteer Agreement will the Volunteer claim that they are or were an employee of GNZ.

17.3 The Volunteer acknowledges that they have had an opportunity to seek advice about this Volunteer Agreement and intend this arrangement to be that of a volunteer both now and for the term of this Volunteer Agreement.

18. GENERAL

18.1 **No Assignment:** The Volunteer may not assign their obligations under this Volunteer Agreement to any third party except where such an assignment is expressly agreed in writing between the parties.

18.2 **Variation:** This Volunteer Agreement may only be varied by agreement in writing between the parties.

18.3 **Complete Agreement:** This Volunteer Agreement replaces all previous written or oral agreements or understandings between the parties about the subject matter of this Volunteer Agreement from the commencement of the Term of this Volunteer Agreement.

18.4 **Governing Law:** This Volunteer Agreement shall be construed in accordance with and governed by the laws of New Zealand. The parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

SCHEDULE 1

SERVICES

Roles and Responsibilities

- Manager / Head of Delegation
- Athlete Support
- Coach
- Judge
- Chaperone
- Medical

SCHEDULE 2

GNZ POLICIES

The Volunteer acknowledges that they have read, and agree to comply with, the requirements outlined in the following GNZ Policies. All links included below.

- [Code of Behaviour](#)
- [Complaints Policy](#)
- [Safeguarding and Child Protection Policy](#)
- [Anti-Doping Regulations](#)
- [Anti-Match-Fixing and Sports Betting Policy](#)
- [International Tours Policy](#) – this is currently under review in line with new tours processes.
- [Selection Policy](#)