



Athletics New Zealand (Incorporated)

Incorporated Society No. 216839

MEMBERSHIP AND DATABASE REGULATION

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Athletics New Zealand (Incorporated)

Membership and Database Regulation

PART 1 - OVERVIEW

1. Purpose of this Regulation

- 1.1. The objects of Athletics NZ include, amongst other things, to:
- a. "assist and support Member Clubs to administer, promote, develop and deliver Athletics throughout New Zealand"¹; and,
 - b. "foster and support the development of Athletics in New Zealand and the dissemination of technical, medical, logistical, financial and other information which achieve this aim to its Members"².
- 1.2. To fulfil these and other objects, Athletics NZ has the power, amongst other powers, to "*determine its membership including withdrawing, suspending or terminating Members*"³.
- 1.3. Rules 7.1 (Individual Members), 9.1 (Member Clubs) and 10.1 (Associate Members) of the Athletics NZ Constitution state that the process and requirements for becoming a Member of Athletics NZ are set out in Regulations.
- 1.4. Other rules in the Constitution⁴ also state that the process for renewal of membership and the rights and obligations of Members are set out in Regulations.
- 1.5. The purposes of this Regulation are therefore to set out the various procedures and requirements for membership of Athletics NZ, by Individual Members, Member Clubs and Associate Members, including:
- a. the procedure for becoming a Member of Athletics NZ;
 - b. the rights and obligations of Members of Athletics NZ; and,
 - c. the manner and purposes for which information about Members and others involved in Athletics is collected, held and used by Athletics NZ (directly and via its Member Clubs).

¹ Rule 4.1b

² Rule 4.1q

³ Rule 5.1c

⁴ Rules 7.3, 7.4, 9.1, 9.3, 10.1, 10.2, and 10.4.

2. Status and Application of this Regulation

- 2.1. This Regulation was approved by the Board under Rule 31 of the Constitution.
- 2.2. This Regulation is binding on all persons wishing to become Members, Individual Members, Member Clubs, Associate Members, and persons under the jurisdiction of Athletics NZ or other persons who agree to be bound by it.
- 2.3. This Regulation supersedes all other policies, procedures or By-Laws relating to membership of Athletics NZ which existed prior to this Regulation, with effect from the Commencement Date, unless expressly stated otherwise.

3. Commencement

- 3.1. This Regulation shall come into force with effect from 12 September 2018, with the exception of any changes to membership categories which will apply from the next membership year commencing 1 April 2019 ("Commencement Date").

4. Overview of Regulation

- 4.1. This Regulation is divided into three parts:
 - a. Part 1 - Overview;
 - b. Part 2 - Membership Requirements; and,
 - c. Part 3 - Member Information and the Database.

PART 2 - MEMBERSHIP REQUIREMENTS

5. Overview Diagram

- 5.1. The diagram in Appendix 1 provides an overview of the membership structure of Athletics NZ. Refer to the Athletics NZ Constitution and this Regulation for further details.

6. Individual Members of Athletics NZ

- 6.1. Application to be a Club Member
 - a. Every person wishing to be a Club Member ("Applicant") must apply for membership by completing the online Membership process via the ClubNet Portal.
 - b. Every Member Club shall take all steps necessary to ensure clause 6.1a of this Regulation is complied with by the Member Club and all Applicants.

- c. It shall be a condition of membership that the Applicant agrees to supply all their Member Information.
- d. The application for Membership must be accompanied by:
 - i. any other information that may be reasonably required by the Member Club, the Relevant Centre and Athletics NZ in their discretion; and
 - ii. any membership fee or fees payable to the Member Club, the Relevant Centre and Athletics NZ.
- e. The application for Membership will be deemed to have been provisionally accepted on completion of the process specified in clause 6.1a to e (inclusive) ("Acceptance Date"). The Member Club and Athletics NZ will then have 30 days from the Acceptance Date in which, in its discretion, it may decline an application. The Member Club and Athletics NZ may decline an application for any lawful reason. Such decline shall be notified to the Applicant, with or without reasons, within the 30 day period. If the application is declined, Membership shall cease on the date notice is sent by the Member Club or Athletics NZ to the Applicant. If the application is not declined the Applicant shall be deemed to be confirmed as a Member from the Acceptance Date. A person who has been provisionally accepted as a Member shall have all the rights and obligations of a Member.
- f. If an Applicant does not supply or does not agree to provide the Member Information, the process described in clause 12.5 shall be followed.
- g. No person who is ineligible under the IAAF rules, or has been previously terminated from Membership of Athletics NZ or a Member Club, can be admitted as a Club Member unless approved by Athletics NZ.
- h. Every person who is accepted as a Club Member, shall automatically become an Individual Member of Athletics NZ under Rule 7.2 of the Constitution.

6.2. Application to be a Non-Club Member

The Athletics NZ Board reserves the right to create a form of direct individual membership on terms and conditions set by the Board from time to time. Such members will be known as Non-Club Members.

6.3. Ex-Officio Membership

- a. Any person appointed or elected as a Board Member, committee member, technical official, selector, coach, or manager for or on behalf of Athletics NZ shall ex-officio be an Individual Member of Athletics NZ, for the period of their appointment.
- b. Every person described in clause 6.3a must, within 30 days of their appointment, complete the process set out in clause 6.1 or 6.2, provided that no Membership Fee will be payable.

6.4. Categories of Individual Membership

- a. In completing an application for Membership (and any renewal of Membership), the Applicant shall designate one of the following categories of Membership (and as further described in clauses 6.4b and c):
 - i. Active Member aged six (6) years or under;
 - ii. Active Member aged seven (7) to fourteen (14) years;
 - iii. Active Member aged fifteen (15) to nineteen (19) years;
 - iv. Active Member aged twenty (20) years and over;
 - v. Club-only Member aged fifteen (15) years and over;
 - vi. Volunteer Member; or,
 - vii. Life Member
- b. For the purposes of clause 6.4.a.i to v, the age of an Applicant shall be calculated as at 31 December in the year of the Membership application;
- c. The categories of Membership shall be defined as follows:
 - i. An "Active Member" is a Member who wishes to compete in Athletics activities, competitions and events held by their Member Club, an Associate Member including the Relevant Centre, New Zealand Children's Athletics Association, New Zealand Secondary School Athletics Association, New Zealand Masters Athletics Incorporated and/or Athletics NZ;
 - ii. A "Club-only Member" is a Member aged 15 years or more who wishes to compete in Athletics activities, competitions and events held by their Member Club only;
 - iii. A "Volunteer Member" is a Member who does not wish to compete in any Athletics activities, events or competitions but wishes to volunteer their time to work for their Member Club, the Relevant Centre and/or Athletics NZ; and
 - iv. A "Life Member" is a Member who has been elected to Life Membership of a Member Club, an Associate Member or Athletics NZ.

6.5. Duration of Membership

If Membership under category 6.4.a.i to vi as an Individual Member is accepted in accordance with this Regulation, it shall commence on the Acceptance Date and end on 31 March of that Membership Period, or as otherwise provided in Rule 7.3 of the Constitution.

6.6. Renewal of Membership

Every Individual Member under category 6.4.a.i to vii accepted for membership may renew their Membership to Athletics NZ and the Member Club annually for a period of not more than twelve (12) months by:

- a. using the online Membership process (described in clause 6.1a) to update any of their Member Information which has changed since the application or the last renewal of Membership; and,
- b. paying the relevant Membership Fee (if any) to Athletics NZ, the relevant Centre and/or the Member Club (as applicable) by the date specified.

6.7. Rights and Privileges of Membership

- a. Every Individual Member of Athletics NZ may:
 - i. participate or compete in Athletics competitions, programmes and activities delivered by Athletics NZ as permitted by Athletics NZ in accordance with the category of Membership (described in clause 6.4c);
 - ii. participate in activities, events, functions and meetings to which they are invited or entitled as a Member under the Constitution or any Regulation to attend;
 - iii. if selected to do so, represent Athletics NZ in Athletics competitions and events;
 - iv. attend any General Meeting of Athletics NZ (at their own cost), either directly, or if under 18 years of age at the time of the meeting, through their parent or other legal guardian, but not vote, unless expressly permitted to do so under the Constitution;
 - v. if a Club Member, have any additional rights and privileges applicable to members of the Member Club of which they are a member; and,
 - vi. if a member of a Centre, have any additional rights and privileges applicable to members of the Relevant Centre.

6.8. Obligations of Membership

Every Individual Member of Athletics NZ must comply with their obligations as Members as set out in the Constitution and the Regulations, including those specified in Rule 6.4 of the Constitution.

7. Member Clubs

7.1. Membership Period

Every Member Club and Centre must have an annual Membership Period for its Members which is from 1 April to 31 March.

7.2. Application to Form a New Member Club

- a. If any group of individuals form a club or organisation and wish to participate in, administer, promote or develop Athletics and become a Member Club (“Club Applicant”), it must apply in writing to Athletics NZ on the prescribed application form (attached as Appendix 2).
- b. The application in clause 7.2a must include:
 - i. the proposed name and the address of the club;
 - ii. the proposed or existing constitution of the club, which must comply with the Athletics NZ Constitution;
 - iii. a list of names and addresses of the current (or inaugural) officers of the club;
 - iv. information on the need for the club in the local community;
 - v. an agreement, if the club’s application for membership is accepted, to use the online membership process on the ClubNet Portal to register all Club Members and to pay the Affiliation Fee and Membership Fees due to Athletics NZ;
 - vi. an agreement that, if it is not already an incorporated society, the club will register as an incorporated society by a date agreed by Athletics NZ or apply for exemption stating reasons for such exemption (refer Athletics NZ Constitution, Rule 6); and
 - vii. any other relevant information as requested by the Board.

7.3. Considering Application for New Member Clubs

- a. The application to be a new Member Club will be considered by the Board (or any sub-committee or person/s delegated to do so) and may, in its discretion be accepted or declined for any lawful reason by Athletics NZ.
- b. Athletics NZ may seek further information from a Club Applicant or any other relevant persons or organisations about the application, and may impose any conditions that it considers appropriate, prior to or as a condition of acceptance as a Member Club.

7.4. Duration of Membership

If membership as a Member Club is accepted by Athletics NZ, it shall commence on the date that the Member Club is notified of that acceptance or, if an Affiliation Fee applies, on receipt by Athletics NZ of payment of that Affiliation Fee, and it will end on 31 March in that Membership Period, or as otherwise provided in Rule 9.2 of the Constitution.

7.5. Renewal of Membership

- a. By the date required by Athletics NZ, for every Membership Period, each Member Club may apply to renew its membership of Athletics NZ, by:
 - i. using the online Membership process via the ClubNet Portal to update any of the Member Club's information which has changed since the original application or its last renewal of Membership; and,
 - ii. paying the Affiliation Fee (if any) due to Athletics NZ, by the date specified.
- b. Any such renewal may in its discretion be accepted or declined by Athletics NZ for any lawful reason.

7.6. Resignation by Member Club

- a. If a Member Club wishes to resign its membership of Athletics NZ it must notify the Chief Executive in writing of its intention to resign, and, if it wishes, the reasons for resigning, at least 40 days prior to the date on which it wishes the resignation to take effect.
- b. Resignation by a Member Club does not entitle the Member Club to a refund of any Affiliation Fee paid to Athletics NZ.
- c. The resignation does not absolve the Member Club from any debt or financial obligation, or its obligation to complete any judicial or disciplinary action in which it is involved, with Athletics NZ.
- d. Where a Member Club resigns under this clause 7.6, then pursuant to Rule 13.8c of the Constitution, its Club Members shall automatically cease to be members of Athletics NZ. Such persons may, however, apply directly to Athletics NZ for transfer of Membership to another Member Club.

7.7. Template Club Constitution

From time to time Athletics NZ may issue a template constitution which may be used or adapted by existing Member Clubs and those seeking to become Member Clubs.

7.8. Audit

- a. Athletics NZ may conduct an audit of any Member Club to check that it is complying with these Regulations and the Constitution. This may be carried out at any time by any person authorised to do so on behalf of the Board, on 14 days' written notice to the Member Club.
- b. If, as a result of the audit, the Board considers a Member Club is or may not be complying with these Regulations and/or the Constitution, the Board may take such steps as it considers appropriate, which may include (but are not limited to):
 - i. undertaking further enquires and requiring the Member Club to take such remedial action on such terms and conditions as it considers appropriate;

- ii. deciding that the Member Club is not of Good Standing, provided that the procedure specified in Rule 9.7 of the Constitution is complied with;
- iii. suspending the Member Club's rights as a Member, pending the satisfactory resolution of the non-compliance, provided that the same procedures specified in Rule 9.7 for Good Standing shall apply; or,
- iv. terminating the Member Club's membership in accordance with Rule 13.4 of the Constitution, the consequences of such include automatic termination of all its Club Members as members of Athletics New Zealand as further set out in Rule 13.8 of the Constitution.

7.9. Transfer of Athletes between Member Clubs

- a. An Individual Member may be a Member of two (2) or more Member Clubs.
- b. Where an Individual Member is a member of more than one Member Club, that Individual Member will be due only one (1) Membership Fee to Athletics NZ per Membership Period. If the Individual Member's Category of Membership differs between Member Clubs, the Individual Member will pay whichever Membership Fee is more expensive.
- c. An Active Member cannot compete for more than one Member Club at any one time.
- d. If an Active Member wishes to change the Member Club for which they compete during a Membership Period, the Member must transfer their Membership from its previous Member Club to the other Member Club using the online process specified for Member Transfer in the ClubNet Portal.
- e. An Active Member may not change the Member Club for which they compete more than once during a Membership Period without the prior consent of Athletics NZ. If an Active Member has a valid reason for requiring a second transfer during a Membership Period the Member must apply in writing, stating the reason for the request for a second transfer, to the Board.

8. Associate Members

8.1. Types of Associate Members

There are three (3) groups of organisations that Athletics NZ may accept as Associate Members. These groups are:

- a. organisations that represent a group of Member Clubs, in particular those in a geographical area, namely Centres;
- b. organisations that represent a particular group involved in Athletics such as the Recognised Bodies (including, but not limited to the NZ Children's Athletics Association, NZ Secondary Schools Athletics Association, NZ Officials Association and NZ Masters Association); and,

- c. other organisations which support or promote Athletics in New Zealand (including, but not limited to organisations such as the NZ Walkers Association and the Ultra Distances Runners Association).

8.2. Application to become a New Associate Member

- a. If an organisation of the type specified in clause 8.1 wishes to become an Associate Member (“Applicant”), the Applicant must apply in writing to Athletics NZ on the prescribed application form (attached as **Appendix 3**).
- b. The application in clause 8.2(a) must include:
 - i. the proposed name and the address of the organisation;
 - ii. the name(s) and address(es) of an appropriate contact person(s) for the organisation;
 - iii. a statement setting out the organisation’s involvement or intended involvement in athletics;
 - iv. if appropriate, a suitable constitution or other governing document for the organisation, which must comply with the Athletics NZ Constitution;
 - v. evidence of the organisation’s legal status (i.e. an incorporated society, company or trust);
 - vi. an agreement to pay any Affiliation Fee due to Athletics NZ if the organisation’s application for membership is accepted; and
 - vii. an agreement to ensure that events and/or competitions being conducted by the Associate Member are Authorised in compliance with the Competition Regulation.

8.3. Considering Application for New Associate Members

- a. An application to be a new Associate Member will be considered by the Board (or any sub-committee or person/s delegated to do so) and may, in its discretion be accepted or declined for any lawful reason by Athletics NZ.
- b. Athletics NZ may seek further information from the Applicant and may impose any conditions that it considers appropriate, prior to acceptance.

8.4. Duration of Membership

If membership as an Associate Member is accepted by Athletics NZ, it shall commence on the date that the Associate Member is notified of that acceptance or, if an Affiliation Fee applies, on receipt by Athletics NZ of payment of that Affiliation Fee, and it will end on 31 March in that Membership Period, or as otherwise provided in Rule 10.3 of the Constitution.

8.5. Renewal of Membership

- a. By the date required by Athletics NZ, for every Membership Period, each Associate Member may apply to renew their membership of Athletics NZ, by:
 - i. using the online Membership process at the ClubNet Portal to update any of the Associate Member's information which has changed since the original application or the last renewal date; and,
 - ii. paying the Affiliation Fee (if any) due to Athletics NZ, by the date specified.
- b. Any such renewal may in its discretion be accepted or declined by Athletics NZ for any lawful reason.

8.6. Resignation by Associate Member

- a. If an Associate Member wishes to resign its membership of Athletics NZ it must notify the Chief Executive in writing of its intention to resign, and (if it wishes) the reasons for resigning, at least forty (40) days prior to the date on which it wishes the resignation to take effect.
- b. Resignation by an Associate Member does not entitle the Associate Member to a refund of any Affiliation Fee paid to Athletics NZ.
- c. The resignation does not absolve the Associate Member from any debt or financial obligation, or its obligation to complete any judicial or disciplinary action in which it is involved, with Athletics NZ.

9. Registers of Members

9.1. Athletics NZ Register

- a. Athletics NZ must maintain a register of all its Members.
- b. The Athletics NZ Register of Members will contain the following information ("Member Information"):
 - i. For each Individual Member: the name, address, phone numbers, email address, gender, date of birth, Date of Joining and date of payment of Membership Fee;
 - ii. for each Member Club and Associate Member: the Member's name, address, date of joining, date of payment of the Membership Fee and key contact information (including names, positions, address, phone numbers, and email addresses); and,
 - iii. any additional information that Athletics NZ may reasonably request from time to time.
- c. The Athletics NZ Register of Members will be held on the ClubNet Database.

9.2. Member Clubs' Registers

- a. Every Member Club must maintain a register of all of its members.
- b. Each Member Club's register of members must contain the following Member Information:
 - i. the name, address, phone numbers, email address, gender, date of birth, date of payment of the Membership Fee and Date of Joining of every member; and,
 - ii. any additional information that the Member Club or Athletics NZ may reasonably request from time to time.
- c. Each Member Club's register of members must be held on the ClubNet Database.
- d. Each Member Club has an obligation to maintain its register of members and ensure to the best of its ability that its Members are correctly registered.

9.3. Associate Member's Register

- a. All Centre's shall have a register of members which is held on the ClubNet Database.
- b. All Associate Members who are not Centres may choose to upload its register of members on the ClubNet Database, and if it decides to do so it:
 - i. must apply to Athletics NZ in writing to use the ClubNet Database;
 - ii. such register must contain the following Member Information:
 - (a) the name, address, phone numbers, email address, gender, date of birth, and date of joining of every member; and
 - (b) any additional information that Athletics NZ may from time to time request.
- c. All Associate Members who use the ClubNet Database will have the rights and obligations set out in this Regulation.

PART 3 - MEMBER INFORMATION AND DATABASE

10. Member Database

10.1. ClubNet Database

Athletics NZ has established and will maintain a national database of Members and others involved in Athletics on ClubNet ("ClubNet Database").

10.2. Purpose of the ClubNet Database

The purpose of the ClubNet Database is to:

- a. assist Member Clubs and Associate Members to comply, and ensure Athletics NZ complies, with the Incorporated Societies Act 1908 (by having a register of their members), and with the Privacy Act 1993;
- b. maintain an accurate record of members and membership trends;
- c. communicate efficiently and effectively with Members and other participants of Athletics;
- d. find out information about Members to better understand their needs and preferences and to ensure the strategies and programmes of Athletics NZ are appropriate to meet their expectations;
- e. enable Athletics NZ, Member Clubs and Associate Members to seek funding and sponsorship to support the sport of Athletics nationally and locally, whilst protecting the privacy of individuals; and
- f. establish a database that can be used by Member Clubs and Associate Members for their own purposes in accordance with this Regulation.

10.3. Information to be held

The ClubNet Database will record personal information about Individual Members (including individual members of Member Clubs), Life Members, officials from Member Clubs and Associate Members, and other persons involved in Athletics.

11. Database Authorised Persons

11.1. Membership Registrars

- a. **Appointment:** In order to access and use its register of Members on the ClubNet Database, each Member Club and Associate Member (if using the ClubNet Database) must appoint a Membership Registrar.
- b. **Responsibilities:** The Membership Registrar shall (on behalf of their Member Club or Associate Member, as applicable), be responsible for, and permitted to:
 - i. enter Member Information of its members into the ClubNet Database on behalf of its Member Club or Associate Member;
 - ii. update Member Information of its members, as required under this Regulation;
 - iii. access, use and disclose Member Information of its members, in the manner, and for the purposes, specified in this Regulation; and,
 - iv. appoint other administrators to assist in the management of the ClubNet Database in accordance with this Regulation.

11.2. Appointment of Membership Registrars

- a. **Member Clubs:** By a date specified by Athletics NZ in each year, each Member Club must appoint a Membership Registrar who, if authorised by Athletics NZ (under clause 11.3), is responsible for the access, use and disclosure of Member Information of its Member Club's members in accordance with this Regulation.
- b. **Associate Members:** If an Associate Member has been accepted to use the ClubNet Database (under clause 9.3), then as soon as practicable and by a date specified by Athletics NZ in each year, each Associate Member must appoint a Membership Registrar who, if authorised by Athletics NZ (under clause 11.3), is responsible for the access, use and disclosure of Member Information of the Associate Member's members in accordance with this Regulation.

11.3. Process for Authorisation

- a. The names and contact details of the Membership Registrars' appointed in accordance with clause 11.2a and b, must be submitted by way of application to the Athletics NZ Privacy Officer for approval (in its discretion).
- b. The application must include the following information about that person:
 - i. full name;
 - ii. email address;
 - iii. contact phone number;
 - iv. signed "Authorisation Person - Athletics NZ Database Terms and Conditions" form (specified in Appendix 6); and,
 - v. any other relevant information requested by Athletics NZ.
- c. If the application is approved, the person must undergo the training specified in clause 11.4.
- d. Upon completion of the training, the Membership Registrar will be issued by Athletics NZ with administration rights to access and use the ClubNet Portal for their Member Club or Associate Member (as applicable) following which they will need to set a password for access.
- e. Once the Membership Registrar has been issued administration rights by Athletics NZ, they may provide access to the ClubNet Portal of the Member Club or Associate Member (as applicable) to up to a maximum of eight (8) other persons who have been approved by the Member Club or Associate Member (as applicable), to be administrators to assist the Membership Registrar in carrying out some or all of their functions.
- f. It is the responsibility of the Membership Registrar of each Member Club or Associate Member to ensure that every such administrator has:

- i. read, agreed to, and signed (and maintain a record of) the “Authorised Person – Athletics NZ Database Terms and Conditions” (Appendix 6); and,
- ii. read, and complies with, this Regulation.

11.4. Training

In order for any Member Club or Associate Member to be authorised access to, and use of the ClubNet Database in accordance with this Regulation, the Membership Registrar and any administrators from each Member Club and Associate Member must complete the Athletics NZ Database training which explains how the ClubNet Database works and how they can access and use the ClubNet Database (on dates or in the manner notified to the Member Clubs and Associate Members by Athletics NZ).

11.5. Replacement

If a Member Club or Associate Member wishes to change their Membership Registrar the name of the replacement person must be submitted to the Athletics NZ Privacy Officer and the process in clauses 11.2 to 11.4 must be completed.

12. Member Information

12.1. Data Entry

- a. Any Member Information collected by a Member Club in accordance with clause 6.1a, shall as soon as practicable and no later than 14 days after receipt, be uploaded directly by the Member Club (by its Authorised Persons only) entering the Member Information electronically into the ClubNet Database.
- b. In addition and by no later than 31 March in each year, the Member Information and any changes to it, shall be uploaded or amended by the Authorised Person of the Member Clubs and Associate Members, as applicable, using the ClubNet Database, as required.

12.2. Access to Member Information

The following parties may access Member Information on the ClubNet Database on the terms and conditions specified below:

- a. **Athletics NZ:** Subject to clause 13.1, selected Athletics NZ Staff (namely the Membership and Event Administrator, Finance Manager, Community Manager, Club Development Manager, Commercial Manager, Events Manager and CEO) have the right to access, use, and disclose Member Information in accordance with this Regulation. In addition, employees or contractors of any computer or database service provider contracted to Athletics NZ shall have access to such information on the ClubNet Database as is necessary, and for the period of time necessary, to undertake development or maintenance services on the ClubNet Database.
- b. **Member Club Authorised Persons:** Subject to clause 13.1 of this Regulation each Member Club, through its Authorised Persons, shall have the right (either directly

or through Athletics NZ) to access, use, and disclose Member Information about its own Club Members on the ClubNet Database.

- c. **Associate Member Authorised Persons:** Subject to clause 13.1 of this Regulation each Associate Member, through its Authorised Persons, shall have the right (either directly or through Athletics NZ) to access, use, and disclose Member Information about members of the Associate Member, on the ClubNet Database.
- d. **Individual Members:** Any Individual Member whose Member Information is held on the ClubNet Database may access their own Member Information on the ClubNet Database using their own password. They may also request a copy of such information, by written notice to the Athletics NZ Privacy Officer and/or their Member Club's Privacy Officer. Athletics NZ and/or the Member Club shall, upon receipt of such request in writing, respond to it as soon as practicable being no later than 20 days after the day on which the request is received (unless it is an Urgent Request), and in accordance with the Privacy Act 1993 and any other applicable law. If an individual making a request for a copy of the Member Information makes an Urgent Request that individual shall give his or her reasons why the request should be treated as urgent.

12.3. Change to Member Information

- a. Any Individual Member whose Membership Information changes must update their information on the ClubNet Database using their password. Alternatively if the Member is unable to access the ClubNet Database they must notify their Member Club or Athletics NZ as soon as practicable.
- b. If any notification of changes to Member Information is received by a Member Club or Athletics NZ, the Authorised Persons from the Member Club or Athletics NZ (whichever received the change notification) shall change the Membership Information on the ClubNet Database as soon as practicable being no later than 14 days after the receipt of the change notification, and in accordance with the Privacy Act 1993 and any other applicable law.

12.4. Removal from ClubNet Database

- a. The Member Information of any Individual Member listed on the ClubNet Database who:
 - i. does not renew as a Member; or,
 - ii. resigns as a Member or dies; or,
 - iii. is no longer a current financial Member; or,
 - iv. has their membership of a Member Club or Athletics NZ terminated,shall be held on the ClubNet Database as an Inactive Member for a maximum period of three years, unless the individual concerned requests Athletics NZ to remove their Member Information earlier (which application must be made in

writing to the Chief Executive of Athletics NZ with verifiable proof of the reason for removal).

- b. Upon receipt of this proof, the Membership Information of the individual concerned shall be removed from the ClubNet Database by Athletics NZ as soon as practicable. Such removal shall not prevent Athletics NZ from retaining information relating to that membership that does not identify the individual concerned.

12.5. Objection to Supplying Information

Should any individual wishing to be, or renew as, a member of a Member Club and Athletics NZ object to providing any of the Member Information required by this Regulation the following process shall be followed:

- a. the individual concerned must advise their Member Club or Athletics NZ in writing of their objection and the reasons for it;
- b. on receiving an objection the Member Club or Athletics NZ must refer it to the Athletics NZ Privacy Officer;
- c. the Athletics NZ Privacy Officer shall explain to the individual concerned the reasons for requiring the information and the consequences of failing to provide it;
- d. if the individual does not then withdraw the objection, the Athletics NZ Privacy Officer shall inform the Member Club and Athletics NZ of this fact, and the application for membership must be declined;
- e. If the individual concerned still wishes to become a member of a Member Club, the individual may submit a written request to the Athletics NZ Board seeking the Board's approval of their membership. The Board shall determine in its complete discretion whether or not to accept, or permit the Member Club to accept, the individual as a member, notwithstanding the objection to supplying certain Member Information.

13. Purposes of Collection, Use and Disclosure of Information

13.1. Specified Purposes for Athletics NZ, Centres and Member Clubs

All Member Information shall only be collected, accessed, used, disclosed and held by Athletics NZ, Centres, and Member Clubs for one or more of the following purposes as specified on the Membership Declaration:

- a. processing applications for membership and providing services to Members;
- b. using the Member's name and contact information for contact lists for use by the Member Clubs, members of the Member Clubs, Centres and Athletics NZ staff;
- c. using the Member's name and date of birth to check and confirm the identity of the Member when checking for previous memberships, managing duplicate records and entry for age group events;

- d. compiling and maintaining the ClubNet Database and the Member Clubs', Centres' and Athletics NZ registers of members;
- e. for requesting the Member to renew if their membership lapses;
- f. publishing a Member's photograph and details about the Member's involvement in any Athletics event, competition or activities, in Athletics NZ, the Relevant Centre's and Member Club's publications (such as websites and newsletters);
- g. selecting and publicly naming competitors and teams to represent Member Clubs, Centres and Athletics NZ at Athletics events;
- h. providing Members with information relating to their Member Club, Relevant Centre and Athletics NZ and other Athletics matters;
- i. enabling the Member Clubs, Centres and/or Athletics NZ to contact Members with information about the products and services of supporters, sponsors, funders or other organisations with a relationship with the Member Club, Centres or Athletics NZ (unless the Member has opted out of receiving such information on the Membership Form);
- j. enabling the Member Club, Relevant Centre and Athletics NZ to comply with any applicable statute, regulation, by-law or other regulatory instrument that requires collection or disclosure of an individual's personal information;
- k. retaining the Member Information provided on the Membership Form if a Member's membership lapses (as an inactive member) for a maximum period of three years for the above purposes; and,
- l. any other purpose as agreed to in writing.

13.2. Limited Purposes for Associate Members which are not Centres

All Member Information about members of Associate Members which are not Centres shall only be accessed, used, disclosed by Associate Members and Athletics NZ for one or more of the following purposes:

- a. using the member's name and contact information for contact lists for use by the Associate Member;
- b. publishing a member's photograph and details about the member's involvement in any Athletics event, competition or activities, in the Associate Member's publications (such as websites and newsletters);
- c. selecting and publicly naming competitors and teams to represent Associate Members at Athletics events;
- d. providing members with information relating to their Associate Member;
- e. enabling the Associate Member to contact Members with information about the products and services of supporters, sponsors, funders or other organisations with

a relationship with the Associate Member (unless the member has opted out of receiving such information on the Membership Form);

- f. enabling the Associate Member to comply with any applicable statute, regulation, by-law or other regulatory instrument that requires collection or disclosure of an individual's personal information.

13.3. If Inconsistency in Purposes

In the event of any inconsistency between the purposes stated in clause 13 of this Regulation and the purposes stated on the Membership Form, the purposes found on the Membership Form shall prevail.

14. ClubNet Database Security and Operation

14.1. Control by Athletics NZ

- a. The ClubNet Database will be developed and maintained by Athletics NZ.
- b. Athletics NZ will determine the structure, functionality and format of the ClubNet Database, subject to this Regulation.

14.2. Ownership

Athletics NZ is licensed to use ClubNet by a third party. However Athletics NZ own all rights in the content of the ClubNet Database.

14.3. Server

The server on which the ClubNet Database is held, will be held at the Athletics NZ national office, or at such other place as determined by the Chief Executive.

14.4. Persons Authorised to Access the ClubNet Database

Athletics NZ will take all reasonable steps to ensure that all Member Information held on the ClubNet Database is secure and only accessible via password by:

- a. those Athletics NZ Staff who need to access it in order to undertake their role;
- b. the Authorised Persons from each Member Club and Associate Member;
- c. employees or contractors of any computer or database service provider undertaking development or maintenance services on the ClubNet Database. Athletics NZ will take all reasonable steps to ensure that any contracted provider agrees to appropriate terms for the safe storage of the ClubNet Database, and limitations on the access the provider has to the information.

14.5. Conditions of Access

Every person seeking to be an Authorised Person must:

- a. agree in writing to terms and conditions associated with the authorisation and grant of a password as specified in Appendix 6;
- b. not access, use, distribute or retain any Member Information or part of the ClubNet Database other than in accordance with this Regulation; and,
- c. not provide any other person with their password unless authorised to do so in writing by the Chief Executive of Athletics NZ.

14.6. Notification where Unauthorised Access

Any person who becomes aware of circumstances in which there may be unauthorised access or use of the ClubNet Database or any other breach of this Regulation, including allegations of Minor Non-Compliance or Serious Non-Compliance, must contact the Chief Executive of Athletics NZ immediately.

14.7. Restriction on Sale or Release of Member Information

- a. No Member Information held on the ClubNet Database shall be sold, distributed, circulated, or otherwise given or supplied by any Associate Member, Member Club or Athletics NZ to any third party, including a mailing house or sponsor.
- b. This does not prevent any Member Club, Associate Member or Athletics NZ from sending promotional material and other information from or on behalf of third parties to individuals named on the ClubNet Database, provided that the use is in accordance with the purposes specified in this Regulation and otherwise in accordance with law.
- c. This clause does not prevent an individual recipient of an unsolicited commercial electronic message from unsubscribing to such message in accordance with the Unsolicited Electronic Messages Act 2007.

15. Privacy Officers

15.1. Appointment of Privacy Officer

The Chief Executive shall appoint a member of the Athletics NZ Staff to be the Athletics NZ Privacy Officer in accordance with section 23 of the Privacy Act 1993 and shall inform the Members of Athletics NZ of this, and list it on the Athletics NZ website.

15.2. The Athletics NZ Privacy Officer shall be responsible for:

- a. approving the appointment of Authorised Persons including issuing and revoking passwords;
- b. considering any objections to the supply of Member Information and discussing those objections with the relevant parties; and

- c. responding to any general enquiries about compliance with the Membership Form, this Regulation, the Terms & Conditions of Access (Appendix 6), and the Privacy Act 1993.
- d. dealing with any complaints received by Members about possible breaches of privacy;
- e. managing any requests by Members for access to their Member Information; and
- f. undertaking such other obligations under section 23 of the Privacy Act 1993.

15.3. Member Clubs and Associate Members to have Privacy Officer

Each Member Club and Associate Member shall also appoint a Privacy Officer who shall carry out such tasks as required by the Club or Associate Member and fulfil their obligations under section 23 of the Privacy Act 1993.

16. Failure to Comply with this Regulation

16.1. Serious Non-Compliance

Any Serious Non-Compliance of this Regulation will be dealt with in accordance with clause 16.3 of this Regulation. Serious Non-Compliance is Misconduct under the Judicial Regulation.

16.2. Minor Non-Compliance

Any Minor Non-Compliance will be dealt with in accordance with clause 16.4 of this Regulation. Such matters will not be regarded as Misconduct under the Judicial Regulation.

16.3. Process where Serious Non-Compliance

- a. Where, upon reasonable enquiries by Athletics NZ, it appears that Serious Non-Compliance may have occurred involving any Individual Member, Member Club, Associate Member or person who has been granted access to the Database under this Regulation, Athletics NZ will notify those persons concerned of the allegation of Serious Non-Compliance. Having provided such notice, the Athletics NZ Board may:
 - i. immediately suspend access to the Database for that Member Club, Associate Member and/or the person(s) concerned; and,
 - ii. refer the matter to the Judicial Tribunal for investigation or determination, and the panel of the Tribunal, having given those concerned the right to be heard, may impose any sanction including suspension or termination of membership of Athletics NZ as specified in the Constitution and Regulations.

- b. This clause does not apply to Athletics NZ Staff or contractors engaged by it. Any breach of this Regulation by Athletics NZ Staff or contractors will be dealt with under their employment contract, or their service contract and as required by the law.

16.4. Process where Minor Non-Compliance

Where, upon reasonable enquiries by Athletics NZ, the Chief Executive considers that Minor Non-Compliance may have occurred involving any Individual Member, Member Club, Associate Member or person having been granted access to the database under this Regulation, Athletics NZ will notify those persons concerned of the allegation of Minor Non-Compliance. Having provided such notice, the Athletics NZ Chief Executive:

- a. shall provide the Associate Member, Member Club and/or persons concerned with reasonable time and assistance to comply with the Regulation which shall be no more than 14 days; and,
- b. if after such time and assistance has been provided there is a continued failure, without reasonable justification or explanation, to comply it will be regarded as Serious Non-Compliance and clause 16.3 will apply.

17. No Waiver

- 17.1. The failure of Athletics NZ to enforce any provision in this Regulation at any time will in no way affect or waive Athletics NZ's rights to require complete compliance by any person or organisation bound by this Regulation.

18. Interpretation and Definitions

- 18.1. Every reference to the Constitution shall mean the Athletics NZ Constitution unless specified otherwise.
- 18.2. A reference to a "day" shall mean any day of the week including weekends and public holidays.
- 18.3. The words and phrases used in this Regulation shall have the same meanings as defined in the Constitution unless specified otherwise.
- 18.4. In the case of persons under 18 years of age, every reference to an individual includes (where applicable) that individual and/or their Related Contacts.
- 18.5. Definitions

The following words and phrases used in this Regulation shall mean as follows:

Acceptance Date means the date on which an application to be an Individual Member is accepted in accordance with clauses 6.1e and 6.2d.

Active Member has the meaning given to it in clause 6.4ci.

Affiliation Fee means the fee payable by Member Clubs to Athletics NZ for membership as specified in Rule 11.1 of the Constitution.

Applicant means a person who is applying to be an Individual Member of Athletics NZ as described in clauses 6.1a and 6.2a.

Associate Member means the Centres and Recognised Bodies.

Athletics NZ Staff means all employees of Athletics NZ.

Authorised Persons means the Membership Registrars and any other individuals who are appointed as administrators in accordance with clause 11.3e who are authorised to access and use the Database in accordance with this Regulation.

Category of Membership means the categories of Individual Membership as listed at clause 6.4.

Centre means a Centre organisation listed in Schedule 1 of the Constitution whose members are Member Clubs.

Club Applicant means an organisation which is applying to be a Member Club of Athletics NZ as described in clauses 7.2a.

Club Member means a person or organisation that is a member of a Member Club.

ClubNet means the software licensed for use by Athletics NZ, which holds information of Athletics NZ, including the ClubNet Database, and which is accessed through the ClubNet Portal.

ClubNet Database means the database of Member Information and other information collected and held electronically by Athletics NZ on ClubNet in accordance with this Regulation.

ClubNet Portal means the online portal at <https://memberdesq.onesporttechnology.com> through which Member Information and other information is entered and accessed on the ClubNet Database in accordance with this Regulation.

Commencement Date means the date on which this Regulation is in force and takes effect as set out in clause 3.1.

Date(s) of Joining means the date or dates on which an application for membership of a Member Club and/or Athletics NZ is accepted by the Member Club or Athletics NZ. For the purpose of this Regulation, the ClubNet Database may record all the dates on which a member has previously joined a Member Club or Athletics NZ.

Inactive Member means an individual Club Member or Athletics NZ Member listed on the ClubNet Database who resigns as a Member, or is no longer a current financial Member, or has their membership of a Member Club or Athletics NZ terminated.

Judicial Tribunal means the Athletics NZ Judicial Tribunal as described in the Judicial Regulation.

Life Member means an individual who has been granted life membership of either Athletics NZ in accordance with Rule 6.1 of the Constitution, or a Member Club in accordance with its constitution.

Member has the meaning set out in Rule 6.1 of the Constitution. It includes Member Clubs, Life Members, Associate Members, and Individual Members (including Club Members).

Member Club means a club that is a member of Athletics NZ as defined in Rule 9 of the Constitution.

Member Information means information about an Individual Member of Athletics NZ (including Club Members) and includes their name, address, phone numbers, email address, gender, date of birth, Date of Joining and any other information required by Athletics NZ. For Individual Members under the age of 18 years at the time of joining, this will include the name, telephone number(s), and relationship of that individual's Related Contacts.

Membership Declaration means the declaration that all individuals seeking to be members of a Club, a Centre and/or Athletics NZ as applicable must agree to as set out on the ClubNet Database and as amended from time to time by Athletics NZ. Membership Declarations may differ between categories of membership.

Membership Fee means the fee payable by Individual Members of Athletics NZ as specified in Rule 11.1 of the Constitution.

Membership Form means the Membership Form to be filled out by individuals seeking to be members of a Club, a Centre and/or Athletics NZ as applicable as set out on the ClubNet Database and as amended from time to time by Athletics NZ.

Membership Registrar means the person appointed by a Member Club or an Associate Member and approved by Athletics NZ to have access to the ClubNet Database in accordance with this Regulation, as described in clause 11.

Minor Non-Compliance means any act, omission, or failure to comply with this Regulation which is not regarded as Serious Non-Compliance.

Misconduct has the meaning given to it in the Athletics NZ Judicial Regulation.

Privacy Officer means the person appointed as such by a Member Club, Associate Member or Athletics NZ (as applicable) and who may be the Athletics NZ Membership and Club Development Coordinator.

Related Contacts means the parent(s), guardian(s), or caregiver(s) of any Individual Member who is under 18 years of age at the time the Membership Form is completed for that Member.

Relevant Centre means the Centre to which the Member Club (or a Club Member) is a member.

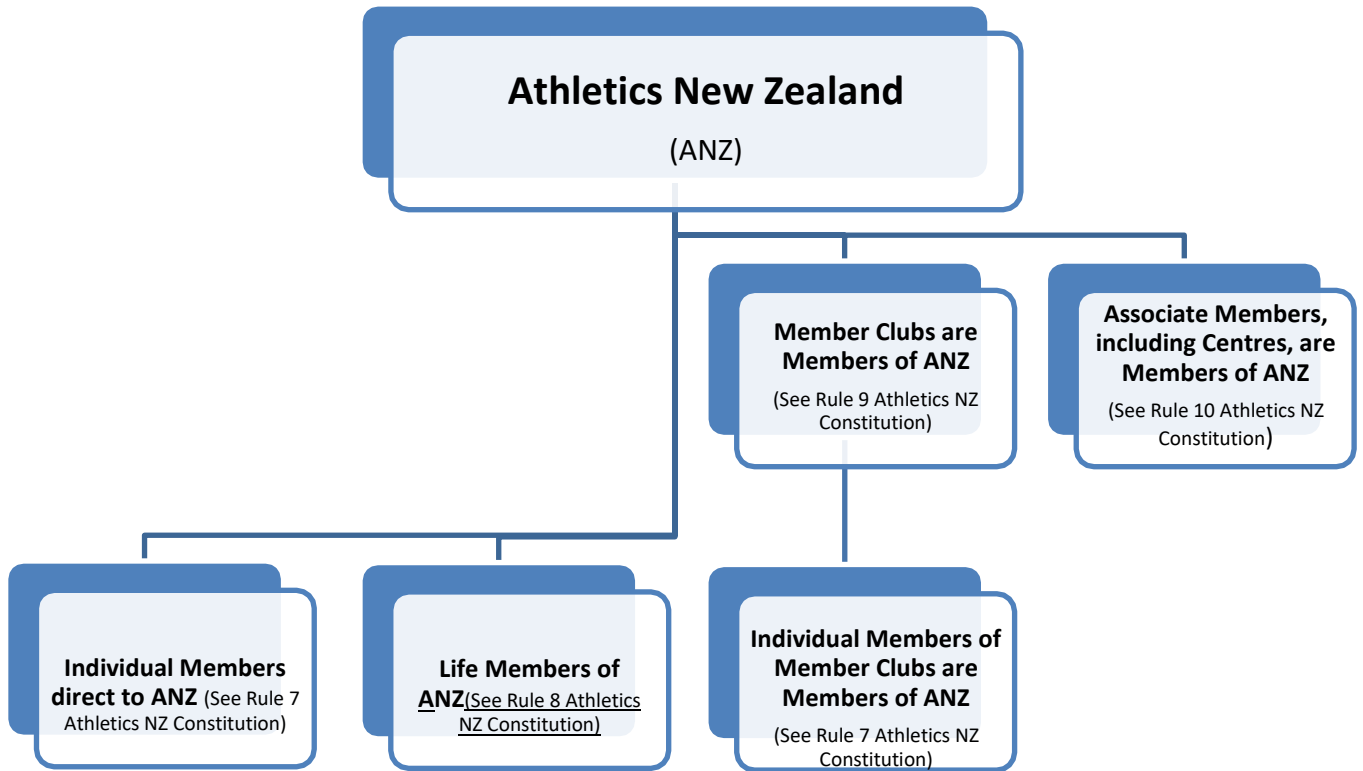
Serious Non-Compliance means any act, omission, or failure to comply with this Regulation, done knowingly or recklessly, which threatens or causes harm to the integrity of the ClubNet Database and includes the failure of any Member Club to use the Membership Declaration. Any act, omission, or failure to comply that is done on more than one occasion may amount to Serious Non-Compliance even if that act, omission, or failure might otherwise be regarded as a Minor Non-Compliance.

Social Member has the meaning given to it in clause 6.4cii.

Urgent Request means a request made by an individual for urgent access within 24 hours to his or her Member Information held in the ClubNet Database.

Volunteer Member has the meaning given to it in clause 6.4ciii.

APPENDIX 1
OVERVIEW DIAGRAM OF ATHLETICS NEW ZEALAND MEMBERSHIP STRUCTURE



APPENDIX 2 APPLICATION FOR NEW MEMBER CLUB

This form is used by Athletics New Zealand Incorporated (The Pavilion, 17 Antares Place, Auckland). It must be completed by the club who is applying to join Athletics New Zealand as a 'Member Club.

Club Details	
Proposed Club Name	
Centre (which Centre will you affiliate with)	
Club Address	
Phone Number	
Club Email	
Is your club an incorporated society? If not, when will you become incorporated? (Please supply evidence of incorporation with your application).	
Key Contact	
Full Name (<i>First Name and Surname</i>)	
Address (<i>Street, Suburb, Town/City, Postcode</i>)	
Phone Number (<i>Home</i>)	
Phone Number (<i>Mobile</i>)	
Email:	
Names and addresses of the current (or inaugural) officers of the club	
Category of Membership of the Club (which age groups will you target)	
Period of Membership (<i>if unsure please ask Athletics NZ</i>)	<input type="checkbox"/> 1 April 2018 to 31 March 2019 <input type="checkbox"/> _____ to 31 March 2019
Please give a brief description of the purpose of your club.	
Please give a brief description of why a new club is needed in your local area	
Communications	
<i>I agree that Athletics New Zealand may contact me from time to time to provide me with information.</i>	
<i>As the clubs representative I agree to ensure the Club Affiliation Fee is paid to Athletics New Zealand prior to accepting any memberships from club members each year</i>	
<i>As the club representative I agree to ensure that the Club supplies Athletics NZ with a complete list of all member information as required by the Athletics NZ Regulations.</i>	
Signed by, or on behalf of, the applicant	

APPENDIX 3
APPLICATION FOR NEW ASSOCIATE MEMBER

This form is used by Athletics New Zealand Incorporated (The Pavilion, 17 Antares Place, Auckland). It must be completed by the organisation who is applying to join Athletics New Zealand as an 'Associate Member'.

Organisation Details	
Organisation Name	
Organisation Address	
Phone Number	
Organisation Email	
What is your organisations legal status (i.e. an incorporated society, company or trust)? Please provide evidence of this with your application.	
Do you have a constitution that complies with the constitution of Athletics New Zealand?	
Key Contact	
Full Name <i>(First Name and Surname)</i>	
Address <i>(Street, Suburb, Town/City, Postcode)</i>	
Phone Number <i>(Home)</i>	
Phone Number <i>(Mobile)</i>	
Email:	
Names and addresses of the current (or inaugural) officers of the organisation	
Please give a brief description of the purpose of your organisation including your involvement or intended involvement in athletics	
If you are a new organisation please give a brief description of why your new organisation is needed in the current environment	
Communications	
<i>I agree that the Athletics New Zealand may contact me from time to time to provide me with information.</i>	
<i>As the organisations representative I agree to ensure any Affiliation Fee due to Athletics New Zealand by the organisation is paid</i>	
Signed by, or on behalf of, the applicant	

APPENDIX 4

AUTHORISED PERSON ATHLETICS NZ DATABASE TERMS & CONDITIONS

I _____ (Name) agree that all access to and use of the Athletics NZ Database held on ClubNet ("ClubNet Database") by me will be in accordance with the following terms and conditions and the Athletics NZ Constitution and Regulations and in particular the Athletics NZ Membership and Database Regulation, which I have read and understand.

1. **Password:** I have selected a password that I will use when accessing the ClubNet Database. I agree not to write my password down or disclose my password to any third party except the Athletics NZ Privacy Officer. If I ever have reason to believe that my password might be known by someone else I will advise the Privacy Officer of Athletics NZ immediately. I agree that as soon as my role as my Club's Membership Registrar, or authorised administrator, ends I will inform the Athletics NZ Privacy Officer.
2. **Access/Use:** I will only access and use that part of the ClubNet Database that I am authorised to access and use and will do so in accordance with the Membership and Database Regulation.
3. **Disclosure:** I will not disclose any information contained on the ClubNet Database to any third party other than in accordance with the Membership and Database Regulation.
4. **Accuracy:** I undertake that all information I will enter into the ClubNet Database is accurate based on the information I am given by each Member.
5. **No Copying:** I confirm I will not copy or reproduce any information contained on the ClubNet Database unless such reproduction is authorised by the Membership and Database Regulation.
6. **Withdrawal/Suspension:** I understand that Athletics NZ may suspend or withdraw my access to the ClubNet Database at any time.
7. **Amendment:** Athletics NZ may vary these Terms & Conditions at any time. I understand that, where practicable, Athletics NZ will inform me about any such amendment prior to the amendment coming into effect, unless a more immediate change is required for legal or operational reasons. I understand that my continued use of and access to the ClubNet Database following any changes to these terms and conditions indicates my acceptance of those changes.
8. **Breach:** I accept that any breach of these terms and conditions will be dealt with in accordance with the Constitution and relevant Regulations of Athletics NZ, and/or the applicable constitution or regulations of the applicable Member Club.
9. **Governing Law:** These terms and conditions are governed by New Zealand law, and I agree to submit to the exclusive jurisdiction of the courts of New Zealand.

Signed _____

Date _____