



*UniSport Australia Nationals*

## **Sydney University Nationals Team Agreement 2021**

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Your selection to participate in the UniSport Australia Nationals (the Nationals) as a member of the Sydney University Nationals Team is conditional on you entering into this Agreement and observing its terms.

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

This Agreement will commence upon the later of:

- a) the receipt of this Agreement from you, either electronically or in hard copy, to **Luci Monk** (using the email or physical address shown below); or
- b) your selection as a member of Sydney University Nationals Team.

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

*Sydney University Sport & Fitness Limited  
Arena Sports Centre, Building A30, Western Avenue  
The University of Sydney NSW 2006*

[intersport@sport.usyd.edu.au](mailto:intersport@sport.usyd.edu.au)



## **SCHEDULES**

Schedule 1	Summary of Insurance Provided by Sydney Uni Sport & Fitness (SUSF)
Schedule 2	SUSF Code of Conduct
Schedule 3	The University of Sydney Student Charter 2020
Schedule 4	SUSF Supplement Policy
Schedule 5	SUSF Media Guidelines and SUSF Social Media Policy
Schedule 6	SUSF Privacy Policy



# Sydney University Nationals Team Agreement 2021

## 1. MEMBERSHIP

- a. I acknowledge that membership of the Sydney University Nationals Team is subject to my compliance with the terms of this Agreement, and that I will not receive my Accreditation until such time as this Agreement is signed by myself.

## 2. PERIOD OF AGREEMENT

- a. This Agreement commences on the date of:
  - i. my selection as a member of the Team; or
  - ii. the receipt of this Agreement, returned by me, if later than the date of my selection.
- b. This Agreement concludes at midnight on the day after the final day of you Competing at the Nationals, subject to:
  - i. my participation in The University of Sydney, SUSF or SUSF Club functions and celebrations occurring post the Nationals; and
  - ii. clauses 4.1(a), 4.1(l), 4.1(q), 4.2, 4.4, 5, 7.1, 12.3, 14.3, 16, 17, 18, 19, 20, 21, and 22 of this Agreement, which will survive the conclusion or termination of this Agreement.

## 3. MEMBERSHIP BENEFITS

- a. SUSF agrees to provide me, as a member of the Team, with the following benefits at the sole and absolute discretion of SUSF:
  - i. medical treatment to the best of SUSF's ability, recovery and health care services and facilities in the Accommodation during my time competing;
  - ii. limited personal injury insurance as determined by SUSF;
  - iii. limited services of coaches, and other support personnel at the Nationals;
  - iv. administrative support to facilitate entry, eligibility, accreditation to and participation in the Nationals;
  - v. public relations and media support services prior to and during the Nationals;
  - vi. Team uniform including, but not limited to, a t-shirt and hat;
  - vii. limited promotion of the Team, your sport and individual members of the Team; and
  - viii. promotion of individual members of the Team on SUSF website and social media platforms.
- b. I acknowledge that SUSF provides this support for Team members for the Nationals.

## 4. MY OBLIGATIONS

- a. As a member of the Team, I shall:
  - i. comply with and be bound by SUSF Constitution, SUSF Procedures and Policies and any corresponding guidelines, and the terms of this Agreement;
  - ii. comply with and be bound by The University of Sydney Student Charter 2020 (attached at Schedule 3);
  - iii. respect the spirit of fair play and non-violence and behave accordingly;
  - iv. take all possible measures to obtain and maintain exceptional mental and physical health and encourage and support measures relating to the medical care, health and wellbeing of all Sydney University Nationals Team members. Perform at the highest possible standard at the Nationals and carry out my duties in this regard to the Team to the best of my ability;
  - v. not at any time engage in conduct (whether publicly known or not and whether before or after the date of the Nationals), which has brought, brings or would have the tendency to bring me, The University of Sydney, SUSF or my sport into disrepute or censure, or which is or would have the tendency to be inconsistent with, contrary to or prejudicial to the best interests, image or values of The University of Sydney or SUSF, or as a result of which my continued membership would not be or would not likely be in the best interests of the Team. In the event that I have breached this clause, I will disclose the breach to SUSF no less than seven (7) days prior to departure for the Nationals;
  - vi. not at any time be convicted of, or charged with, any serious offence involving violence, alcohol or drugs, or any sex offence, or any offence relating to any betting or gambling activities on sport, or any offence which is punishable by imprisonment. In the event that I have breached this clause, I will disclose the breach to SUSF no less than seven (7)



- days prior to departure for the Nationals;
- vii. comply with all reasonable directions of, and arrangements made by SUSF or its Head of Sport and any person appointed by it, him or her;
  - viii. check-in and check-out from my Nationals Accommodation on the dates and in the manner determined or approved by SUSF or as directed by the Head of Sport;
  - ix. reside in my Nationals Accommodation for the whole of the Nationals or at such other location during the Nationals as directed or approved by the Head of Sport;
  - x. provide all reasonable assistance to SUSF in its philanthropy and fundraising activities;
  - xi. observe the provisions of the SUSF Sporting Code of Conduct as amended from time to time (attached at Schedule 2);
  - xii. truthfully make any statutory declarations regarding anti-doping matters as required by SUSF or Nationals from time to time;
  - xiii. not be in breach of SUSF Supplement Policy (attached at Schedule 4);
  - xiv. be available for sample collection or any Anti-doping Agency;
  - xv. comply with the law applicable to this Agreement and my activities generally;
  - xvi. not use any confidential information of SUSF or any Team member for my own personal gain or disclose it to any third party without the prior written permission of the relevant party;
  - xvii. co-operate and assist SUSF in any matter arising in relation to my compliance with the terms of this Agreement, even if to do so might tend to incriminate me or expose me to a penalty, sanction or other disciplinary measure. This includes honestly and fully disclosing and continuing to disclose any information to SUSF concerning any matter arising in relation to my compliance with this Agreement, including the obligations set out in this clause 4.1, immediately upon becoming aware of any such matter, and ensuring that any disclosure is not false or misleading. My obligations under this clause continue notwithstanding the conclusion or termination of this Agreement, to the extent that it concerns matters existing during the term of this Agreement; and
  - xviii. comply with all of the provisions of the UniSport Australia Nationals Code of Conduct for participation in the Nationals and related rules.
- b. I acknowledge that I have had the opportunity to review the documentation referenced in this Agreement as listed in the Schedules to this Agreement and that it is my responsibility to do so.
- c. With respect to my personal information I agree that:
- i. SUSF and its related or affiliated entities (including all affiliated clubs and programs) may collect personal information and health information from you in accordance with the Privacy Act 1988 (Cth) and other applicable privacy laws.
  - ii. SUSF may collect personal information about you including your details of your academic qualifications and history, your banking details, your sporting performance and rankings, your enrolment and academic performance (including your academic results and transcript) and your study and sports timetable. By signing this Agreement, you consent to SUSF:
  - iii. including health information about you in Smartabase, or any other online database SUSF may use for Nationals, which is a health records linkage system;
  - iv. collecting your academic details from The University of Sydney; and
  - v. (or a third party acting on behalf of SUSF) collecting health information about you from a health professional who is retained by Nationals to determine whether you are ready, able and eligible to participate in Nationals; and
  - vi. SUSF may store, use or disclose personal information about me for the purposes of my membership of the Team and in accordance with SUSF's Privacy Policy- External (attached at Schedule 6).
- d. Except as otherwise provided in this Agreement, I acknowledge that:
- i. I can access most personal information SUSF holds about me. Sometimes there will be a reason why that is not possible, in which case I will be told why;
  - ii. I will tell SUSF if any of my details change; and
  - iii. I may request access to or a change to (including removal of) personal information SUSF holds about me by contacting SUSF's Head of People and Culture at [hr@sport.usyd.edu.au](mailto:hr@sport.usyd.edu.au). Sometimes removal of data will not be possible, in which case I will be told why. For example, information may be necessary for my participation in the Nationals, or information may have already been published and cannot be modified.



- e. I will uphold the P.R.I.D.E. values developed by SUSF's Sport Department:
- i. **Passion** – I will strive to perform at the best of my ability and show dedication to my team at all times, including training session and competitions.
  - ii. **Respect** – I will display a high level of respect for my fellow competitors, coaches, spectators, staff members and competition organisers at all times.
  - iii. **Integrity** – I will uphold the ethics and values of sport by remaining fair and honest at all times, both on and off the field.
  - iv. **Diversity** – I will be accepting of the diverse and inclusive nature of sport among my teammates, coaches, spectators, staff and competition organisers.
  - v. **Excellence** – I will be held accountable for my actions and remain committed to the game to ensure we are able to achieve the best possible outcome at any given competition.
- Together we will create an environment within Sydney University that fosters world class academic and athletic excellence for students and University community members.

#### 5. DISCIPLINARY PROCEDURES

- a. If I breach any term of this Agreement at any time other than during the Nationals, such breach and any disciplinary sanctions to be applied will be determined by SUSF Management (or its authorised delegate(s)) in its sole and absolute discretion. To the extent that SUSF Management requires information from me in relation to the determination of the breach and/or sanctions, I will comply with my obligations under clause 4.1(q).
- b. If I breach any term of this Agreement during the Nationals, such breach and any disciplinary sanctions to be applied will be determined by the Head of Sport in his or her sole and absolute discretion. To the extent that the Head of Sport requires information from me in relation to the determination of the breach and/or sanctions, I will comply with my obligations under clause 4.1(q). The sanctions may include but are not limited to:
- i. termination of my membership of the Team;
  - ii. requiring me to leave the Nationals and the Nationals Accommodation;
  - iii. excluding me from competition at the Nationals;
  - iv. cancelling or impounding my Nationals Accreditation;
  - v. requiring me to take or not take such action as deemed appropriate by the Head of Sport;
  - vi. imposing financial penalties; and
  - vii. such other measures as determined by the Head of Sport including reporting to authorities anything potentially criminal in its nature.
- c. If I breach any term of this Team Agreement either during the Nationals or at any time other than during the Nationals and the matter is not determined until after the conclusion of this Agreement, such breach and any disciplinary sanctions to be applied will be determined by SUSF Executive (or its authorised delegate(s)) in its sole and absolute discretion. The sanctions may include but are not limited to:
- i. ineligibility for selection to future Nationals Teams;
  - ii. Referral to The University of Sydney for breach of the Student Charter 2020, for which the University reserves the right to cancel your enrolment;
  - iii. imposing financial penalties; and
  - iv. such other measures as determined by SUSF including reporting to authorities anything potentially criminal in its nature.
- d. Any sanctions imposed under this clause 5 are not exclusive and may be in addition to other sanctions SUSF or the University may impose, including any sanctions available under their Student Charter 2020 and Enrolment Conditions.

#### 6. INTELLECTUAL PROPERTY

- a. I will comply with relevant legislation and I will not breach the intellectual property rights of SUSF, including without limitation, its statutory rights under this legislation which restricts my use of "the Lion" without the permission of SUSF.

#### 7. DOPING REQUIREMENTS AND USE OF DRUGS

- a. I agree:
- i. to comply with:



1. SUSF Supplements Policy;
2. the World Anti-Doping Code; and
3. the UniSport Australia Nationals Anti-Doping Rules.

b. I agree that I am not using and will not use any drugs and medications from the time of my selection until I am no longer a member of the Team without this use being under the supervision of a medical practitioner.

8. ASADA

a. I will co-operate and assist ASADA, including by:

- i. attending an interview to fully and truthfully answer questions;
- ii. giving information; and
- iii. producing documents,

in an investigation being conducted by ASADA, even if to do so might tend to incriminate me or expose me to a penalty, sanction or other disciplinary measure. My obligations under this clause continue notwithstanding the conclusion or termination of this Agreement, to the extent that an investigation involves matters existing during the term of this Agreement.

9. PARTICIPATION IN EVENTS

a. I acknowledge that the Head of Sport, acting on advice from the UniSport Australia Medical Director, may direct me not to participate in an event at the Nationals or at all if, in her opinion, my participation would constitute an unacceptable risk of:

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

b. DIRECTIONS

- i. I agree to comply with all reasonable directions given by the UniSport Australia Medical Director concerning medical matters.

10. GAMBLING

a. I agree that:

- i. I will not appear in, participate in or permit my Image to be used for or in connection with the endorsement, promotion or marketing of any betting or gambling agency that relates to the Nationals;
- ii. I will not participate or assist in any betting or gambling activities associated with the staging of the Nationals or any performances at the Nationals (including by disclosing inside information); and
- iii. in the event that any fundraising scheme, betting or gambling agency uses my Image without my consent, in a manner contemplated in this clause, then SUSF has the sole right to determine whether any claim should be made in respect of such misuse or unauthorised use and I appoint SUSF or her nominee to act as my representative, agent and attorney for that purpose, provided that SUSF indemnifies me and keeps me indemnified against any loss arising from that representation.

11. MEDIA REQUIREMENTS

- a. I will comply with and be bound by the Media Guidelines, (attached at Schedule 5) as amended from time to time by SUSF or the Head of Sport.
- b. SUSF assumes no legal liability for anything posted on a social media site by an athlete or any other Team Member other than the Head of Sport or his or her designated spokesperson.

12. MARKETING AND SPONSORSHIP

a. I agree that:

- i. SUSF may use my Image to promote Sydney University's participation in the Nationals and in their advertising, promotion or marketing activities, provided that the use of my Image is limited to being part of the Team as a whole;

b. I agree to be filmed, videotaped and photographed and to have my name, Image, picture, likeness, voice and biographical information otherwise recorded, in any media, before, during or after the Nationals, by SUSF, SUSF's official photographer(s), film crew(s), video crew(s) and by any other entity authorised by SUSF (the **Footage**).

c. I hereby grant SUSF the irrevocable, perpetual, worldwide right and license to use, and to authorise third parties to use, in all



media, the Footage for:

- i. news and information purposes;
- ii. promotion of the Nationals and the specific competition(s) in which I compete;
- iii. promotion of the Team;
- iv. promotion of SUSF and the Nationals in Australia,

provided that, in no event SUSF uses, or authorises for any Commercial Purpose, use of, the Footage in any manner that would imply my endorsement of any company, brand, product or service, without my written permission.

#### 13. TEAM UNIFORM AND SPECIALISED EQUIPMENT

- a. I acknowledge that the Team Uniform is given to me by SUSF for the sole purpose of my participation in the Nationals and at all times remains the property of SUSF. My only rights with respect to the Team Uniform are stated in this clause. I will be entitled to retain possession of the Team Uniform provided I observe the following conditions:
  - i. I will not sell or give away the Team Uniform or any part of it without the prior written permission of SUSF, which may be given on terms determined by SUSF in their sole and absolute discretion;
  - ii. I will not destroy or in any way alter the Team Uniform; and
  - iii. should I breach the above conditions, I will immediately return all of the Team Uniform to SUSF at their request.

#### 14. INSURANCE

- a. SUSF will provide me with limited personal injury insurance. The insurance benefits are subject to the terms and conditions of the relevant insurance policies which are summarised in Schedule 1 and available on request from the Human Resources department of SUSF.
- b. Notwithstanding clause 14.1, SUSF strongly recommends that I obtain insurance cover for medical expenses arising from any injury or illness I may suffer while a member of the Team. I am responsible for the cost of any extra insurance cover.
- c. I agree that SUSF is not responsible for my medical expenses or for any loss of income arising from any injury or illness I may suffer while a member of the Team and that the release and indemnity contained in clause 16 precludes me, amongst other things, from claiming any such medical and like expenses and loss of income from SUSF.

#### 15. PRIORITY

- a. As SUSF is solely responsible, for the entry and accreditation of participants from Sydney University in the Nationals, I agree that this Agreement has priority over any other agreement I have or may have with my Club or UniSport Australia or any other person or body with whom I may have contracted to provide services or benefits.

#### 16. RELEASE AND INDEMNITY

- a. I agree to indemnify SUSF, SUSF's servants or agents or other members of the Team against any claim, loss, damage, liability, cost or expense that may be incurred or sustained by SUSF, SUSF's servants or agents or other members of the Team, arising out of any act, matter or thing done, permitted or omitted to be done by me in relation to my membership of the Team or my participation in the Nationals.
- b. I acknowledge and agree that I risk bodily injury, including paralysis, dismemberment, disability and death, arising from my training for or participation in the Nationals, and while particular rules of my sport, equipment, personal training and discipline may reduce this risk, this risk of injury does exist, as well as the risk of damage to or loss of property. I knowingly and freely assume all these risks, both known and unknown.

#### 17. NO EMPLOYMENT

- a. I agree that this is not an employment agreement and does not make me an employee of SUSF. I acknowledge that I am not required to provide services to SUSF and that any services provided by me under this Agreement are provided to the Team and my fellow Team members as a whole.

#### 18. DISPUTE RESOLUTION

- a. If any dispute arises in relation to this Agreement, the dispute shall commence via the complaints procedure of SUSF.

#### 19. PROPER LAW

- a. This Agreement is made in New South Wales and is governed by the laws applicable in the State of New South Wales.

#### 20. SEVERABILITY

- a. Should any provision of this Agreement or its application be held invalid or unenforceable then the remainder of this Agreement and its application will not be affected and will continue as valid and enforceable to the fullest extent permitted by



law or equity.

21. ENTIRE AGREEMENT

- a. I agree that there are no representations, warranties, promises, covenants or undertakings other than those expressly set out in this Agreement. I agree that this Agreement contains the entire understanding of the parties to it and that the following documents identified in this Agreement, either attached as a schedule or available to be read on relevant websites, are incorporated in this Agreement. I acknowledge that these documents may be amended or varied from time to time.

22. DEFINITIONS & INTERPRETATION

- a. **DEFINITIONS** - In this Agreement the following definitions apply unless the context requires otherwise:

**SUSF's servants or agents** means SUSF's officers, directors (including SUSF President), the Head of Sport, employees, agents, volunteers, Assistants, officials, persons approved by SUSF or its authorised nominee or nominees to provide support services whether before or during the Nationals.

**Accreditation** means the card supplied by UniSport Australia and administered by SUSF, allowing you to compete at the Nationals.

**ASADA** means the Australian Sports Anti-Doping Authority and includes any successor established by the Australian Government as the National Anti-doping Organisation for Australia.

**Assistants** means

- a) officials;
- b) persons who are not members of the Team but who are members of the support group;
- c) persons approved by SUSF or its authorised nominee or nominees to provide additional support services to the Team and whether before or during the Nationals; and
- d) employees of SUSF providing services as members of the Team or the support group whether as part of or in addition to their normal duties to SUSF.

**CEO** means the Chief Executive Officer of SUSF which at the time of this Agreement is **Ed Smith**.

**Head of Sport** means the Head of Sport of SUSF which at the time of this Agreement is **Leonie Lum**.

**UniSport Australia Nationals, UniSport Nationals, Nationals**, means one of the events administered by UniSport Australia including, but not limited to:

- a) the 2021 Indigenous Nationals in Newcastle June 20<sup>th</sup> to 24<sup>th</sup> ;
- b) the T20 Cricket in the Sunshine Coast, August 9<sup>th</sup> to 12<sup>th</sup> ;
- c) the 2021 Nationals Division 1 and Division 2 in the Gold Coast, September 25<sup>th</sup> to October 1<sup>st</sup> ; or
- d) the 2021 Nationals Snow held in Thredbo, August 29<sup>th</sup> to September 2<sup>nd</sup> .

**Nationals Accommodation** means SUSF endorsed facility or facilities for the accommodation of members of the Team during the Nationals.

**Competing** means the period commencing at the earlier of:

- a) the assembly of the Team for the Nationals under the control and authority of the Head of Sport; or
- b) the opening of the Nationals;

and ends at midnight on the day of the final whistle of your individual sport at Nationals.

**Marks** means intellectual property and includes without limitation all identifying signs, indicia and logos.

**Media Guidelines** means the Media Guidelines in force and as amended from time to time and attached at Schedule 5

**President** means SUSF Ltd. Board of Directors Chair which, at the time of this Agreement is **David Mortimer AO**.

**Team** means Sydney University Nationals Team.

**Team Sponsors** means the sponsors, suppliers and licensees of SUSF and/or the Team.

**WADA** means the World Anti-Doping Agency being a Foundation constituted under the Swiss Civil Code in Lausanne on November 10, 1999 and any Agency contracted by WADA.

**World Anti-Doping Code** means the code in force and as amended from time to time issued by WADA, which is available and can be read on SUSF website (olympics.com.au).

**SUSF Executive** means a Committee comprising of any of the following:

- The SUSF CEO;
- The SUSF Head of Sport;
- An SUSF Human Resources or Legal representative; and/or
- A representative from The University of Sydney student services.

**SUSF Management** means a Committee comprising of any of the following:

- The CEO;
- The Legal Counsel;
- The People and Culture Manager;
- The Head of Sport;
- The University Team Manager; and/or
- A representative from The University of Sydney student services.



23. INTERPRETATION

- a. Unless the context otherwise requires, reference to:
  - i. the singular includes the plural and the plural includes the singular and words importing one gender include the others;
  - ii. persons include incorporated and unincorporated bodies, partnerships, joint ventures and associations and vice versa and their legal personal representatives, successors and assigns;
  - iii. a party includes the party's executors, administrators, successors and permitted assigns and substitutes;
  - iv. a statute or other law includes regulations and other instruments under it and amendments, re-enactments or replacements or any of them; and
  - v. "dollars", "AUD" or "\$" is the lawful currency of Australia.
- b. A reference to time, day or date by which an obligation or act must be performed or otherwise refers to the time, day or date in Sydney, Australia.
- c. The meaning of general words is not limited by specific examples introduced by including, for example or similar expressions.
- d. A rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of the document or any part of it.
- e. Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- f. Headings are for convenience only and do not form part of this Agreement or affect its interpretation



24. TEAM MEMBER DISCLOSURE

- a. Please identify if there are any matters to be disclosed in respect of clauses 4.1(e) or 4.1(f) in this Agreement i.e. identify any disreputable conduct, criminal convictions or criminal charges.

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I agree to participate in the Nationals as a member of the Sydney University Nationals Team and I am aware this is conditional on me entering into this Agreement and observing its terms.

I have carefully read this Agreement and understand its terms and the consequences flowing from any breach of its terms.

NAME: \_\_\_\_\_

NATIONALS SPORT/EVENT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Name



## Insurance Provided By SUSF (Summary)

SUSF will provide limited insurance for the benefit of members of the Team. The benefits are subject to the terms and conditions of the relevant insurance policies which are available from the Human Resources department of SUSF on request and are summarised as follows:

<b>Benefit</b>	<b>Maximum benefit payable per person</b>
Personal accident – capital benefits (death, loss of limbs, total disablement)	
16 years of age and over	\$50,000
Under 18 years	\$10,000
Weekly benefit for temporary disablement (accident only)	100% of income to a maximum of \$500 for 104 weeks – elimination period 7 days
Medical and medical evacuation	\$10,000
Life insurance	Nil
Loss of deposits and cancellation charges	\$10,000 kidnap and ransom covered
Evacuation cover and personal safety	\$10,000 expenses covered
Rehabilitation costs	Up to \$500 per month, maximum of 6 months
Accommodation and Transport expenses	\$10,000
Out of pocket expenses	\$5,000
Bed care benefit	\$250 per week up to 52 weeks
Coma Benefit	\$500 per week up to 26 weeks

The members of the Team are only covered:

- a. while attending any Nationals conducted event in Australia whilst Competing;
- b. while travelling to and from the Nationals when such travel has been provided by SUSF; and/or
- c. during the Nationals, while accommodated in the Nationals accommodation and attending Team functions and involved in Team duties.



# SPORTING CODE OF CONDUCT

## 1. INTENT

SUSF is committed to demonstrating the highest standards of personal, professional and athletic conduct. Members of clubs administered by SUSF, athletes, coaches and sporting officials represent SUSF during training and competition. This representation carries with it great opportunities and commensurate responsibilities and obligations. Ignorance of those responsibilities can damage the individual, SUSF and the team the athlete represents.

This Code of Conduct (**Code**) has been prepared to provide a clear framework for members of clubs administered by SUSF, athletes, coaches, sporting officials and others covered by the Code to act within responsibly in the pursuit of athletic excellence. Any person may make a report regarding suspected non-compliance with the Code. The Code provides sanctions for unacceptable behaviours and attitudes.

This policy may be amended from time to time.

## 2. SCOPE

The Code applies to:

- All SUSF Elite Athlete Program scholars and any other person training or playing with, or participating in, an SUSF club or program or representing a team associated with SUSF (**Athlete**);
- All coaches, officials, members and volunteers associated with an SUSF club or program or representing a team associated with SUSF; and
- Contractors.

It is in addition to any individual employment, scholarship, volunteer or other agreement that a person may have with club or SUSF, which may detail further terms and conditions as well as obligations.

The Code will extend throughout the entirety of the association that an Athlete or other individual covered by this Code has with SUSF. When representation of other sports organisations occurs, it is the responsibility of the Athlete to be aware of that organisation's code of conduct (or ethical standards) and the Code and observe that which will afford the highest standard. The standards in this Code are expressed, in some instances, in general terms in order for them to be applied to Athletes engaged in a variety of sports.

## 3. POLICY

### General

Athletes, coaches, officials and others covered by this Code must, at all times:

- Conduct themselves in a proper and professional manner so as not to bring themselves or SUSF into disrepute;
- Conduct themselves in a manner beneficial to SUSF and in a way that brings credit to SUSF;
- Conduct themselves so as to obtain and maintain the best possible mental and physical fitness and health to perform to the highest possible athletic standard;
- Behave in a respectful manner in one's private life as well as when associated with SUSF at sporting competitions and events. At all times, consider the required discretion and make judgements in all regards to ensure that Athletes, coaches, officials, sport, SUSF, staff, sponsors, key stakeholders and supporters of SUSF are not undermined or brought into disrepute by an Athlete's actions;
- Show respect for others, equipment, public property and facilities;
- Ensure their decisions and actions contribute to a harassment-free environment;
- Refrain from any form of assault, discrimination, bullying, abuse or harassment;
- Be aware of the impact of group behaviour on others and refrain from doing anything to unduly interfere with other people's ability to socialise or enjoy facilities or events;



- Be transparent in the use of scholarship and other financial resources that have been provided to support their involvement in sporting activities;
- Not engage in any unlawful conduct or any form of physical violence, provoked or otherwise;
- Not use insulting, provocative, obscene, offensive or hateful language or gestures; and
- Abide by any policy or procedure required by SUSF from time to time including but not limited to the SUSF WHS system.

### **Alcohol, Drugs and Smoking**

Athletes, coaches, officials and others covered by this Code must:

- Not at any time present for training or competition evidencing consumption of alcohol or affected by illicit drugs of addiction;
- Not engage in excessive use of alcohol and/or other drugs that leads to behaviour that is deemed unlawful, creates a public nuisance, and/or public disturbance, and/or disturbance to a fellow Athlete, coach, team manager or sporting official ;
- Not consume alcohol on board any vehicle whilst travelling, training or competing with or for SUSF;
- If attending a function associated with their chosen sport or SUSF where alcohol is served, take a responsible approach to alcohol consumption. Any consumption must not adversely affect the Athlete's behaviour, performance or safety, or the performance or safety of others;
- Refrain from engaging in group drinking games which involve bullying or peer pressure to consume excessive amounts of alcohol; and
- Not smoke whilst at SUSF facilities or events.

### **Anti-doping and education**

Athletes, coaches, officials and others covered by this Code must:

- Comply with any educational directives of SUSF regarding drugs in sport;
- Not consume nor encourage the consumption of drugs, stimulants or other substances with a view to modifying or altering their own or another person's growth or performance and to abide by the anti-doping and sport supplement policies of the Athlete's, coach's or official's chosen sport, WADA and the ASADA (as amended from time to time);
- Take full responsibility, in the context of anti-doping, for what they ingest, use and possess (particularly in the case of Athletes); and
- Comply with all obligations under the SUSF Supplement Policy.

### **Match-fixing**

Athletes, coaches, officials and others covered by this Code must:

- Not bet, directly or indirectly, on any event in which they participate or are involved in, or have inside information or knowledge not available to the general public ;
- Not offer or receive any bribe or inducement;
- Not do or fail to do any act in any event they participate or are involved in which causes the result to be determined otherwise than on its merits;
- Not share sensitive information that is unavailable to the general public, e.g. information about player injuries; and
- Report any person who attempts to have a match fixed (see "Reporting and investigation").

### **SUSF Reputation and Public Comment**

Athletes, coaches, officials and others covered by this Code must not make any public or media comment which is detrimental to the interests of SUSF. This includes but is not limited to commenting negatively about:

- SUSF and its associated entities;
- An event the Athlete, coach or official is participating or involved in;
- SUSF Sponsors;



- Officials;
- Competitors; or
- Fellow athletes, coaches, team managers and/or team officials.

The following obligations apply when using social media, which includes, but is not limited to:

- Social networking sites e.g. Facebook, Instagram, Snapchat;
- Video and photo sharing websites e.g. YouTube, TikTok;
- All photographs, video and audio 'material' posted onto social media or the internet;
- Micro-blogging sites e.g. Twitter;
- Weblogs, including corporate blogs, personal blogs or blogs hosted by traditional media publications such as smh.com.au;
- Forums and discussion boards such as Whirlpool, Reddit, Yahoo! Groups or Google Groups; and
- Online encyclopaedias such as Wikipedia and any other websites that allow individual users or companies to use simple publishing tools.

All Athletes, coaches, officials and others covered by this Code must:

- Ensure communications at all times conform to the values set out in the Code, are dignified and in good taste, and do not contain inappropriate, vulgar or obscene words or images;
- Not imply that any personal comments are endorsed in any way by SUSF or an SUSF club, or falsely represent any other person;
- Not participate in social media networks in such a way that harasses, defames, discriminates or treats unfairly or inappropriately any stakeholder of SUSF;
- Not communicate frustration at a referee, official, Athlete, team-mate, coach, competitor or sporting body via social network channels;
- Not speak for or post images on behalf of or related to SUSF business operations, marketing campaigns, facilities, membership, Athletes, coaches or officials or media coverage without the express prior approval of SUSF;
- Not use the SUSF logo or trademark;
- Not give out personal details, locations, confidential information or other content including images the Athlete, coach or official does not have permission to publish;
- Only represent their own views and not impersonate others;
- Be responsible for obtaining, where applicable, the consent of any other persons appearing in any still or moving images posted; and
- Always use social network forums to add value and promote their sport in a positive way.

### **Training, Competition and Representation**

Athletes, coaches, officials and others covered by this Code must:

- Attend all team meetings, training sessions, competitions, matches, events and instruction sessions as directed;
- Obey the officials, rules and spirit of their chosen sport;
- Obey instructions from staff, club, team or match officials, and accept decisions made by them;
- Behave in a fair and sporting manner at training sessions, matches and events;
- Support other Athletes, team and club members in a positive way. Encourage fellow Athletes, club and team members to strive for their best and to follow the rules and officials decisions;
- Control their temper;
- Work equally hard for him or herself and their team;
- Treat all participants in the sport as the Athlete would like to be treated;
- Respect the rights, dignity and worth of all participants regardless of their gender, ability, ethnic origin, cultural background or religion;
- Observe and comply with all reasonable directions given by a team official, manager or coach, SUSF and/or its constituent club officials;
- Wear the approved uniform in all events when participating under the name of SUSF and/or its constituent clubs, including any official events in which the uniform is required;



- Not disrupt the training or competition opportunities of others;
- Not verbally abuse or sledge officials, other athletes, coaches or officials; and
- Not deliberately provoke, bully or take unfair advantage of another competitor.

### **Travel**

When travelling with a team or for a competition representing SUSF in any way, Athletes, coaches, officials and others covered by this Code must:

- Attend all team meetings, training sessions, competitions, matches, events and instruction sessions as directed;
- Comply with all reasonable requirements relating to preparation for matches, attendance at functions and promotion activities, behaviour and dress;
- Communicate in a timely manner with coaches and managers about any difficulty attending training sessions, matches and competitions;
- Travel and stay with the SUSF team for the tour/event dates, and in the manner determined or approved by SUSF or as directed by the team official;
- Pay for any costs incurred as a result of withdrawing from the team related to the cancellation of prearranged transport and accommodation, unless SUSF (in its absolute discretion) waives repayment of those costs;
- Obey instructions and requests from staff at the team accommodation, whilst respecting other guests and residents;
- Recognise the importance of respecting other team mates' right to privacy and the privacy of anyone else in the accommodation;
- Recognise that accommodation corridors, elevators, foyers and recreational areas are shared by all guests, and that the need to respect people's privacy extends to these areas;
- Report any injuries to the required team official and carry out any reasonable instructions as a result of the injury;
- Keep the required team official up to date with their whereabouts at all times;
- Adhere to the required payments associated with the event, specified through the deadlines set by team officials; and
- Abide by any other code of conduct or guidelines that apply, as determined by the event or competition organisers.

### **Reporting and Investigation**

If any person (including Athletes, coaches, team/club officials, SUSF staff and SUSF members) becomes aware of actual or potential breaches of this Code, the matter must be reported immediately to either the SUSF:

- High Performance Manager or Elite Athlete Program Manager (who will then promptly refer the matter to the Human Resources Manager, Legal Counsel and/or Chief Executive Officer);
- 
- Human Resources Manager;
- Legal Counsel; or
- Chief Executive Officer.

SUSF will then deal with the matter. As there a wide range of matters that may be reported, the precise action taken by SUSF will depend on the particular circumstances, but may include a facilitated discussion, mediation or investigation. In certain circumstances, an investigation involving alleged conduct by a member of a club administered by SUSF may be undertaken by the club's executive.

If the alleged breach occurs during the representation of other sports organisations or during an event with an additional disciplinary procedure, those involved may also be subject to that event's and/or organisation's investigative and disciplinary procedure.

### **Breach**

Individuals covered by this Code will be held personally responsible for all breaches of this Code by them.

SUSF will determine the severity of the breach and disciplinary action. Disciplinary action including, but not limited to, the following may be taken:



- An oral or written reprimand;
- Issuing of a first and final written warning;
- A direction to undergo counselling for a specified period;
- Disqualification from selection to represent SUSF or train with SUSF for a specific period (which can include a permanent ban);
- An Athlete be made ineligible to receive the direct or indirect (including financial and non-financial) assistance from SUSF for a specified period, which may be permanent;
- The individual may be held responsible for financial loss or damage caused by the by their conduct or breach of this Code;
- Except for counselling purposes, the individual may be permanently banned from using the facilities and services of SUSF;
- The individual may have their SUSF awards withdrawn permanently;
- Termination or suspension of SUSF annual membership;
- Termination of a relevant employment or scholarship agreement with SUSF; and/or
- The application any other appropriate sanction as determined by SUSF.

#### 4. about this policy

All individuals subject to this Policy are required to comply with its terms. However, to the extent this Policy describes benefits or entitlements provided by SUSF; these are discretionary in nature and are not intended to be contractual or binding on SUSF.

Subject	Sporting Code of Conduct Policy
Authorised by	Chief Executive Officer
Contact	Human Resources
Version	1.0
Commencement	01 November 2020
Next review	01 July 2022

# STUDENT CHARTER 2020

The Deputy Vice Chancellor (Education) as delegate of the Senate of the University of Sydney, adopts the following policy.

Dated: 1 January 2020  
Last amended: 15 February 2021  
Signature:  
Position: Professor Philippa Pattison

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### 1 Name of policy

This is the Student Charter 2020.

### 2 Commencement

This policy commences on 1 January 2020.

### 3 Policy is binding

Except to the extent that a contrary intention is expressed, this policy binds the University, staff, students and affiliates.

## 4 Statement of intent

This charter:

- (1) sets out the principles that are core to the reciprocal partnership between the University and its students;
- (2) explains the mutual expectations of students and the University to create a productive and safe environment for learning;
- (3) reflects the University's values of:
  - (a) respect and integrity;
  - (b) diversity and inclusion;
  - (c) openness and engagement; and
  - (d) courage and creativity.

**Note:** See the [University's Strategic Plan 2016-2020](#).

## 5 Application

- (1) This policy applies to:
  - (a) the University, students, staff, and affiliates and participants in continuing educational activities and the Centre for English Teaching.and
  - (b) any University-related conduct or activities.
- (2) This policy must be read in conjunction with University Rules, policies, procedures, faculty resolutions and course resolutions.

## 6 Definitions

<b>affiliate</b>	has the meaning given in the <a href="#">Code of Conduct – Staff and Affiliates</a> . As at the date of this policy this is:  a clinical title holder, an adjunct, conjoint and honorary appointee, a consultant or contractor to the University, an office holder in a University entity, a member of any University Committee and any other person appointed or engaged by the University to perform duties or functions on its behalf.
<b>continuing education participant</b>	means a person who is enrolled in any form of continuing education or extra-curricular education at the University.
<b>exchange student</b>	means a person who is: <ul style="list-style-type: none"><li>• not admitted to an award course at the University;</li><li>• admitted to a formally approved program of study at an overseas institution with which the University has an exchange arrangement; and</li><li>• enrolled in one or more units of study at the University under the terms of that exchange arrangement.</li></ul>



- non-award participant** means a person who is not admitted to an award course and is not an exchange student or study abroad student, but is enrolled in a unit of study at the University.
- staff or staff member** means an employee of the University, including a casual employee.
- student** means a person who is:
- currently admitted to candidature in an award course at the University;
  - a non-award student, exchange student or study abroad student.

## 7 Student expectations of the University

The full extent of the University's obligations towards students are enshrined in University Rules, policies, procedures, faculty resolutions and course resolutions. Students can expect the University to:

- (a) put the safety of all students, staff, affiliates and visitors to its campuses as its highest priority;

**Note:** See the [Work Health and Safety Policy 2016](#), [Work Health and Safety Procedures 2016](#)

- (b) create and sustain a supportive learning environment that enables students to realise their full potential;

- (c) foster educational excellence and engaged inquiry through supportive learning environments, appropriate resources and a culture of continuous improvement;

**Note:** See clause 8 of the [Learning and Teaching Policy 2015](#)

- (d) welcome student participation in academic governance and create opportunities for students to share feedback;

**Note:** See clause 3.4 of the [University of Sydney \(Academic Board Rule\) 2017](#) and clause 11 of the [Learning and Teaching Policy 2015](#)

- (e) treat students fairly, honestly, transparently and with courtesy, regardless of gender, religion, race, sexuality or disability;

**Note:** See the [Bullying, Harassment and Discrimination Prevention Policy 2015](#); [Student Sexual Assault and Sexual Harassment Policy 2018](#)

- (f) protect academic freedom and safeguard the presentation of ideas through robust, informed and respectful debate that is free from discrimination and harassment in line with University policy;

**Note:** See the [Charter of Freedom of Speech and Academic Freedom](#) and clause 2.1 (2) of the [University of Sydney \(Academic Board Rule\) 2017](#)

- (g) maintain high academic standards;

**Note:** See clause 2.1 (2) of the University of Sydney (Academic Board Rule) 2017 and 8 (2) of the [Learning and Teaching Policy 2015](#)

- (h) protect personal or health information that is held by the University;

**Note:** See the [Privacy Policy 2017](#)



- (i) respond to complaints and work collaboratively to resolve them fairly; and

**Note:** See clause 8 of the [Resolution of Complaints Policy 2015](#) and the [Student Complaints Procedures 2015](#)

- (j) comply with University Rules, policies, procedures, local provisions and faculty and course resolutions.

## 8 University expectations of students

- (1) The University expects the following personal conduct from students:

- (a) treat others with respect regardless of gender, religion, race, sexuality or disability;
- (b) act honestly and ethically in all dealings with the University and members of its community;
- (c) avoid engaging in bullying, harassment or discriminatory behaviour, including on social media;

**Note:** See the [Bullying, Harassment and Discrimination Prevention Policy 2015](#); [Student Sexual Assault and Sexual Harassment Policy 2018](#); [University of Sydney \(Student Discipline\) Rule 2016](#); [Acceptable use of ICT Resources Policy 2019](#)

- (d) maintain a cooperative and collaborative approach to relationships with staff, affiliates and students;
- (e) use University resources equitably, responsibly and with sensitivity to the needs of others, and without impeding access or use by others; and

**Note:** See the [University of Sydney \(Campus Access\) Rule 2009](#); [Acceptable Use of ICT Resources Policy 2019](#); [University of Sydney \(Library\) Rule 2011](#)

- (f) Support academic freedom and freedom of speech for themselves and for others.

- (2) The University expects the following academic conduct from students:

- (a) comply with applicable policies and procedures, faculty resolutions, award course resolutions and unit of study outlines;

**Note:** See the [University of Sydney \(Higher Degrees by Research\) Rule 2011](#); [Coursework Policy 2014](#); [Learning and Teaching Policy 2015](#); [University of Sydney \(Student Discipline\) Rule 2016](#)

- (b) contribute to learning and the advancement of knowledge through honest, open and respectful discussion and debate of ideas;
- (c) promote high academic standards;
- (d) act honestly and ethically in all academic matters;
- (e) commit to a culture of academic integrity;

**Note:** See the [Academic Honesty in Coursework Policy 2015](#); [Academic Honesty Procedures 2016](#); [Research Code of Conduct 2019](#); [Advertising on Campus Policy](#)

- (f) work collaboratively and contribute equitably to group work, projects and other learning experiences; and

- (g) create professional, ethical and respectful relationships with the University's learning partners during mobility experiences, extramural placements, projects and practicums.

**Note:** See the [Student Placement and Projects Policy 2015](#); [Outbound Student Mobility Policy 2018](#)

## NOTES

### Student Charter 2020

Date adopted: 6 November 2019

Date commenced: 1 January 2020

Date amended: 15 February 2021 (administrative amendments only)

Administrator: Pro Vice-Chancellor (Student Life)

Review date: 1 December 2024

Rescinded documents: *Code of Conduct for Students 2005*

Related documents: Please note that this is not an exhaustive list of the policies applying to students at the University. Current versions of all University policy documents are available on the Policy Register at <http://sydney.edu.au/policies/>.

[Academic Honesty in Coursework Policy 2015](#)

[Academic Honesty Procedures 2016](#)

[Acceptable Use of ICT Resources Policy 2019](#)

[Advertising on Campus Policy](#)

[Bullying, Harassment and Discrimination Prevention Policy 2015](#)

[Charter of Freedom of Speech and Academic Freedom](#)

[Code of Conduct – Staff and Affiliates](#)

[Continuing and Extra-Curricular Education Policy 2017](#)

[Coursework Policy 2014](#)

[Cyber Security Policy 2019](#)

[Learning and Teaching Policy 2015](#)

[Outbound Student Mobility Policy 2018](#)

[Privacy Policy 2017](#)

[Resolution of Complaints Policy 2015](#)

[Research Code of Conduct 2019](#)



[Student Complaints Procedures 2015](#)

[Student Sexual Assault and Sexual Harassment Policy 2018](#)

[Student Placement and Projects Policy 2015](#)

[Work Health and Safety Policy 2016](#)

[Work Health and Safety Procedures 2016](#)

[University of Sydney \(Academic Board Rule\) 2017](#)

[University of Sydney \(Campus Access\) Rule 2009](#)

[University of Sydney \(Higher Degrees by Research\) Rule 2011](#)

[University of Sydney \(Library\) Rule 2011](#)

[University of Sydney \(Student Discipline\) Rule 2016](#)

[University's Strategic Plan 2016-2020](#)

## AMENDMENT HISTORY

<b>Provision</b>	<b>Amendment</b>	<b>Commencing</b>
7(f) Note; Related Documents	Update reference to Charter of Freedom of Speech and Academic Freedom	15 February 2021



# SUPPLEMENT POLICY

## 1. INTENT

Sydney Uni Sport & Fitness (**SUSF**) is committed to ensuring its Athletes and SUSF Club Personnel are educated and informed about the appropriate, safe and legal use of supplements. In order to maintain an even playing field within Australian Sport, it is imperative that the ethical use of supplements is achieved through a supplement program based on transparency and integrity.

The SUSF Supplement Policy (**Policy**) has been prepared in alignment to the Australian Institute of Sport (**AIS**) Supplement Framework and the Australian Sports Anti-Doping Authority (**ASADA**). This Policy aims to provide a clear framework which outlines the strict obligations of Athletes and SUSF Club Personnel in regards to supplement use throughout the entirety of their association with SUSF.

This Policy will be used in conjunction with the SUSF Sporting Code of Conduct and SUSF Code of Conduct.

## 2. PURPOSE

This Policy has been created for the purposes of facilitating sporting development at SUSF and ensuring, amongst other things, that:

- 1.1. There is no threat to human health or safety;
- 1.2. The integrity of the Athlete, SUSF and sport is protected;
- 1.3. SUSF Athletes make informed decisions on the use of supplements as part of their nutrition plans;
- 1.4. The correct and appropriate use of supplements is supported to deliver maximum benefits to health and performance; and
- 1.5. The obligations imposed by the ASADA and the World Anti-Doping Agency (WADA) are complied with.

## 3. SCOPE

The Policy applies to:

- 1.6. All SUSF Elite Athlete Program (**EAP**) and Talented Athlete Programme (**TAP**) scholarship holders and any other person training with an SUSF Club or program or representing a team associated with SUSF (**Athlete**);
- 1.7. All SUSF Club Personnel associated with an SUSF club or program or representing a team associated with SUSF;
- 1.8. SUSF employees;
- 1.9. Accredited dietitians associated with SUSF;
- 1.10. SUSF team and Club doctors; and
- 1.11. Independent contractors and subcontractors, employees of contractors and subcontractors, work experience students and volunteers engaged by SUSF, and employees of labour hire companies who have been assigned to work for SUSF.

In the event of an Athlete representing a sport, the governing body of which has a separate policy, the provisions of that governing body's policy will prevail to the extent of any inconsistency. The breach must still, however, be reported to the SUSF Supplement Advisory Panel (as appointed by the SUSF Board of Directors pursuant to section 5 below).

This Policy is in addition to any individual employment, scholarship, volunteer or other agreement that a person may have with a Club or SUSF, which may detail further terms and conditions as well as obligations.



The policy will extend throughout the entirety of an Athlete's and SUSF Club Personnel's association with SUSF.

- 1.12. Supplement use is not endorsed by SUSF and consequently an SUSF Club, unless an SUSF Club seeks to implement a supplement program, in which case the Club must abide by the following procedure:
  - 1.12.1. The Club President must make the final decision.
  - 1.12.2. The Club President is obligated to inform the SUSF Supplement Advisory Panel of this decision.
  - 1.12.3. The Panel will inform the SUSF Chief Executive Officer of this decision.
  - 1.12.4. It is an obligation of the Club to inform its members and affiliated persons of the decision to adopt a supplements policy.
  - 1.12.5. This decision must be reviewed and updated annually.
  - 1.12.6. Athletes and coaches must also abide by any relevant obligations under this Policy.
- 1.13. A Club which fails to adhere to 3.7 will face disciplinary action.

#### **4. SUSF POSITION ON SUPPLEMENTS**

Sports nutrition should be founded on a well-balanced nutrition plan. SUSF:

- 1.14. Emphasises that Athletes are not expected or required to use Supplements;
- 1.15. Recognises that a SUSF Club may adopt a policy which does not allow the use of Supplements by any Athlete in any circumstances;
- 1.16. Encourages a food first approach to adequate nutrition;
- 1.17. Believes that supplementation should be considered on a case by case basis and only when either:
  - 1.17.1. The diet is inadequate and an athlete is at risk of developing a deficiency; or
  - 1.17.2. It is deemed that a supplement may be beneficial in addition to an adequate diet.

This Policy provides guidelines for the appropriate use of dietary and nutritional supplements and uses the AIS Sports Supplement framework as its foundation. This framework is an evolution of the AIS Sports Supplement Program that was originally developed in 2000 to assist athletes use supplements and sports foods safely and appropriately.

While it is the intention of SUSF to support athletes in the safe use of supplements, ultimately it is each Athlete's personal duty to ensure that no prohibited substance enters his or her body. Athletes are responsible for any prohibited substance or markers found to be present in their body and are strictly liable in terms of complying with the ASADA and the WADA.

Quality control in the manufacture and labelling of supplements, even in Australia, is extremely variable. Supplements are increasingly made of numerous ingredients, some of which may be contaminants that could result in an Athlete incurring an inadvertent anti-doping violation. Extreme caution is recommended regarding supplement use. Accordingly:

- 1.18. SUSF cannot currently either be certain of, or guarantee, the purity of any supplement preparation, so therefore does not currently endorse the use of any particular brand of supplement;
- 1.19. Athletes are advised not to take a supplement if:
  - 1.19.1. It contains multiple ingredients, particularly when "proprietary blends" are noted; or
  - 1.19.2. It claims to increase muscle mass, reduce body fat or provide energy for workouts/events; or
  - 1.19.3. It is sourced through the internet particularly from "body building" focussed companies.
- 1.20. If in doubt, an Athlete must adopt a "no supplement" policy.

#### **2. SUSF SUPPLEMENT ADVISORY PANEL**

The SUSF Supplement Policy is governed by the SUSF Supplement Advisory Panel (**Panel**) appointed by the SUSF Board of Directors, which reviews and recommends supplements to SUSF. Supplements are approved based on guidelines set out by ASADA, AIS and the independent discretionary opinion of the Panel.



- 2.1. The Panel will be made up of:
  - 2.1.1. an accredited dietitian;
  - 2.1.2. a Sports and Exercise Medical Practitioner;
  - 2.1.3. SUSF Strength and Conditioning Representative;
  - 2.1.4. SUSF Board member;
  - 2.1.5. SUSF High Performance Manager; and
  - 2.1.6. the SUSF Chief Executive Officer.

It is a requirement that all supplements are approved by the Panel before being offered to Athletes by SUSF Club Personnel.

- 2.2. In addition to the review of supplements, the Panel will:
  - 2.2.1. Ensure supplement programs remain ethical and compliant with the SUSF Policy;
  - 2.2.2. Only recommend supplements or supplementation methods that are compliant with ASADA legislation and policy;
  - 2.2.3. Amend this Policy according to changes in ASADA legislation;
  - 2.2.4. Report annually to the SUSF Board of Directors on the use of supplements within SUSF, the obligations of Athletes and SUSF Club Personnel and the obligations of SUSF as the overarching organisation;
  - 2.2.5. Meet a minimum of twice each academic year to summarise and assess the supplement practises of SUSF Athletes and SUSF Club Personnel;
  - 2.2.6. Engage with SUSF Clubs and collaborate trends and issues arising within their respective sports;
  - 2.2.7. Maintain its own research into supplementation in Australian sport to assist in the review of supplement practises and policy within SUSF;
  - 2.2.8. Successfully complete the online ASADA Level 2 Anti-Doping Test;
  - 2.2.9. Be prepared to assist in the education of SUSF Athletes and SUSF Club Personnel; and
  - 2.2.10. In accordance with section 10, maintain confidentiality in matters deemed to be so under this Policy.
- 2.3. The Panel is also obligated to appoint a Supplements Officer (such as the SUSF dietitian, Sports and Exercise Medical Practitioner or SUSF High Performance Manager) to be responsible for attending to reports of conduct or suspected conduct that may be in breach of this Policy.
  - 2.3.1. It is the obligation of the Supplements Officer to ensure that the identity of the person making a report to them is kept confidential in accordance with section 10 (Confidentiality).
- 2.4. It is the Panel that has the final decision in regards to what Supplements can be used, who can use them and who can prescribe them.

### **3. OBLIGATIONS**

#### **EAP and TAP Scholars**

- 3.1. All EAP and TAP scholars will:
  - 3.1.1. Undertake a supplement education seminar outlining the correct use of supplements as part of an overall nutrition program and the rapidly increasing involvement they have in elite sport. This seminar will assist athletes in understanding the framework and purpose of this policy;
  - 3.1.2. Complete an online ASADA Level 1 Anti-Doping Course; and
  - 3.1.3. Follow Athlete obligations.

#### **Athletes**

- 3.2. All Athletes will:



- 3.2.1. Comply with this Policy and only obtain and use any supplement in accordance with the conditions set out by the Panel;
- 3.2.2. Independently read the ingredients of multi-ingredient Supplements and follow the instructions stated by the product manufacturer or SUSF Club Personnel.
- 3.2.3. Not enter into any sponsorship or other agreement in relation to Supplements without prior approval from SUSF;
- 3.2.4. Not enter or seek to enter into any such agreement that will cause them to not comply with this Policy;
- 3.2.5. Not participate in or permit any medical treatment, procedure, test or investigation in relation to them, that does not comply with this Policy;
- 3.2.6. Promptly report to the Panel any person's conduct (including their own conduct or an approach to engage in conduct) that they know or reasonably suspect may be a breach of this Policy. The reporting person's identity will be kept confidential in accordance with section 10 (Confidentiality);
- 3.2.7. Promptly notify the Panel if they are interviewed, charged, or arrested by police or a government body in respect of conduct that may be a breach of this Policy;
- 3.2.8. Disclose to the Panel, if requested, all details in their knowledge relating to publicly available information that indicates their apparent or suspected non-compliance with this Policy;
- 3.2.9. Athletes will be required to declare all supplement use to the Panel through medical screening, assessment and questionnaire processes when;
  - 3.2.9.1. Screened by their SUSF team or Club medical practitioner; or
  - 3.2.9.2. Screened by their SUSF team, Club or SUSF dietician.
- 3.2.10. Consent to the provision and recording of information about them in accordance with this Policy and acknowledge the application of section 10 (*Confidentiality*);
- 3.2.11. Use their influence to support and reinforce the education messages regarding supplements that are promoted by SUSF, including in this Policy;
- 3.2.12. Make themselves available for, and actively engage in, education programs in relation to this Policy; and
- 3.2.13. Stay informed of any changes to this Policy (where SUSF notifies them of any changes to this Policy).

### **SUSF Club Personnel**

- 3.3. All SUSF Club Personnel will:
  - 3.3.1. Comply with this Policy and only obtain and/or recommend any supplement in accordance with the conditions set out by the Panel;
  - 3.3.2. Successfully complete the online ASADA Level 1 Anti-Doping Course;
    - 3.3.2.1. Strength and Conditioning Staff are also obliged to successfully complete the online ASADA Level 2 Anti-Doping Test.
  - 3.3.3. Promote a food first approach to nutrition before recommending a supplements program;
  - 3.3.4. Maintain a supplements register detailing SUSF endorsed supplement use by Athletes under their charge, which can, at any time, be requested by the Panel;
  - 3.3.5. Not enter into any sponsorship or other agreement in relation to Supplements without prior approval from SUSF;
  - 3.3.6. Not enter or seek to enter into any such agreement that will cause them to not comply with this Policy;
  - 3.3.7. Promptly report to the Panel any person's conduct (including their own conduct or an approach to engage in conduct) that they know or reasonably suspect may be a breach of this Policy. The reporting person's identity will be kept confidential in accordance with section 10 (Confidentiality);



- 3.3.8. Use their influence to support and reinforce the education messages regarding supplements that are promoted by SUSF, including in this Policy;
- 3.3.9. Make themselves available for, and actively engage in, education programs in relation to this Policy; and
- 3.3.10. Stay informed of any changes to this Policy (where SUSF notifies them of any changes to this Policy).

#### **4. INDUCTION AND EDUCATION**

- 4.1. As per the above clauses 6.1.1, 6.1.2, 6.2.11, 6.2.12, 6.3.8 and 6.3.9, Athletes and SUSF Club Personnel are obliged to attend any relevant education programs in relation to this policy that SUSF set out.
- 4.2. Any education program or induction to this Policy will be undertaken in accordance to the AIS framework and ASADA guidelines.

#### **5. SUPPLEMENT PROTOCOL – CIRCUMSTANCES IN WHICH SUPPLEMENTS CAN BE USED**

Any Supplements are to be used in accordance with the Supplement Framework located in Schedule 1. This framework does not provide an exhaustive list of sports foods and supplement ingredients, it is a guide which can be used alongside separate individualised programs.

Supplements must not be used if they are included in Group D of Schedule 1 or if they otherwise contravene the ASADA legislation or the WADA Code. Untested or experimental substances, or substances which are not approved for human use, must not be used as part of a supplementation program.

- 5.1. SUSF adheres to a strict 'no needle policy'. There is no role for injections as part of a supplementation program, other than in the following circumstances:
- 5.2. In all circumstances only a qualified medical practitioner is permitted to perform any injections for the treatment of illness or injury.
- 5.3. There must be documented evidence of a nutritional deficiency that cannot be treated with oral supplementation. Only intravenous iron supplementation will be permitted.
- 5.4. Supplementation is to be delivered under the care of the appropriately qualified medical practitioner (preferably a haematologist) who is cognisant of WADA section M2:  
"Intravenous infusions and/or injections of more than 50ml per 6 hour period are prohibited except for those legitimately received in the course of hospital admissions or clinical investigations." For Athletes, the treating medical practitioner must liaise with the SUSF Panel Medical Practitioner regarding any such IV supplementation program.
- 5.5. SUSF does not condone the use of supplements by Athletes under the age of 18.
- 5.6. SUSF only supports the use of supplements in the circumstances outlined in the two options below. In either case clause 3.7 must first be complied with:

##### **Option 1: Individualised programs**

- 5.7. As part of an Athlete's individualised nutrition program:
  - 5.7.1. Athlete requests for supplement use must be directed in writing to their relevant SUSF Coach or strength and conditioning SUSF staff member.
  - 5.7.2. All supplement recommendations are to be communicated by the Panel following a request from a SUSF Club Coach or Strength and Conditioning representative;
  - 5.7.3. Athletes and SUSF Club Personnel are to be educated by a member of the Panel regarding the appropriate use, potential benefits and any possible side effects of any product recommended;
  - 5.7.4. This nutritional program will be in accordance with the Supplement Framework located in Schedule 1.
- 5.8. As part of a medical plan to address a diagnosed nutrient deficiency:



- 5.8.1. Prescription is based on results obtained via appropriate testing as directed by SUSF Sports Doctors or recognised medical officers.
- 5.9. All other clauses of this Policy are complied with.

**Option 2: SUSF and SUSF Clubs may make recommendations of supplement products to Athletes provided:**

- 5.10. A supplement provision plan is provided in a form acceptable to the Panel in respect of the relevant SUSF Club season, which includes details of the supplement products SUSF or the SUSF Club intends to provide or permit to be sourced from a third party provider, the protocols for providing these supplements and who may be providing them.
  - 5.10.1. After the supplement provision plan is approved in writing by the Panel, SUSF or the SUSF Club must submit to the Panel any proposal, at any time, to provide a supplement product to an Athlete or permit the sourcing of a supplement, in a way that is not covered by the current supplement provision plan (and after this proposal is approved in writing by the Panel, it forms part of the current supplement provision plan);
- 5.11. Athletes have attended an ASADA education seminar specific to the Club;
- 5.12. Complies with any governing body for which a Club is accountable; and
- 5.13. All other clauses of this Policy are complied with.

## **6. SPONSORSHIP**

SUSF acknowledges the potential benefit of supplement sponsorship for SUSF Clubs and their Athletes. To enable the compliance with ASADA legislation and ensure the safety of Athletes, sponsorship is only to be entered according to the following requirements:

- 6.1. Approval from the Panel, who will make a decision based on the compliance of this Policy and other factors, including;
  - 6.1.1. ASADA legislation;
  - 6.1.2. Its potential benefit to Athletes;
  - 6.1.3. Impact of the product on the SUSF brand and public image;
  - 6.1.4. The product being made in Australia; and
  - 6.1.5. Final approval from the SUSF Chief Executive Officer.

## **7. CONFIDENTIALITY**

- 7.1. Information about a person within SUSF that is provided under this Policy must be kept as confidential as possible. Disclosure of this information may be required in certain circumstances, for example if such disclosure is expressly authorised and required in accordance with this Policy or other SUSF policies, if it is required by law or if the person otherwise consents.
- 7.2. For the purposes of clauses 5.3.1, 6.2.6, 6.3.7, 11.1.1 and 11.1.2 persons who report information to a member of the Panel about another person's breach of this Policy will have their identity in relation to that report kept as confidential as possible. Disclosure of their identity may be required in certain circumstances including:
  - 7.2.1. If their identity is required to be disclosed as part of an investigative or disciplinary procedure in accordance with SUSF policies (such as the SUSF Code of Conduct as amended and replaced from time to time);
  - 7.2.2. their identity is required to be disclosed by law; or
  - 7.2.3. that person otherwise consents.
- 7.3. SUSF may disclose statistical information recorded under this Policy to persons outside SUSF, if it does not include personal information that identifies an individual Athlete.



## **8. REPORTING AND INVESTIGATION**

- 8.1. All Athletes and SUSF Club personnel have an obligation to:
  - 8.1.1. ensure that any person within SUSF promptly reports to the Panel if they know or reasonably suspect that any person has engaged in conduct, or has been approached to engage in conduct, that may be in breach of this Policy;
  - 8.1.2. ensure that any person within SUSF promptly notifies the Panel if they are interviewed, charged, or arrested by police or a government body in respect of conduct that may be a breach of this Policy.
- 8.2. The Panel has an obligation to conduct an annual review of the following matters:
  - 8.2.1. Whether there has been a breach of this Policy;
  - 8.2.2. The action taken to deal with reports of breach and suspected breach of this Policy;
  - 8.2.3. Addressing which supplements have been recommended and used by Athletes within SUSF and comparing this information to previous years;
  - 8.2.4. Whether Athletes and SUSF Club Personnel have completed their required accreditation;
  - 8.2.5. Whether persons within SUSF to whom this Policy applies have received education about the Policy and the manner in which this information was received; and
  - 8.2.6. Any additional questions raised by members of the Panel.

## **9. SANCTIONS**

- 9.1. A breach of this Policy will be identified by the Panel following investigation arising from a report and/or suspicion that a breach has occurred. The Panel will report the findings from the investigation to the Chief Executive Officer and the SUSF Board of Directors.
- 9.2. Following the identification of a breach, the Chief Executive Officer has the power to enforce appropriate sanctions, including, but not limited to:
  - 9.2.1. For EAP Athletes, termination of scholarship.
  - 9.2.2. For SUSF Coaches, suspension or termination of coaching agreement.
  - 9.2.3. For SUSF workers, disciplinary action (up to and including suspension or termination of employment agreement or engagement with SUSF), other legal action, and/or prohibition on access or attendance at premises owned, leased or controlled by SUSF.

## **10. AMENDMENTS**

SUSF recognises that there may be a delay in ASADA amending legislation, rules and regulations, and this Policy being amended. Accordingly, in the event that any section of this Policy is inconsistent with ASADA legislation, rules and regulations, the latter will prevail and the former will, to the extent of the inconsistency, be invalid.

The Panel will, however, endeavour to ensure that where possible the Policy remains consistent with legislation and AIS guidelines.

This Policy may be amended from time to time.

## **11. DEFINITIONS**

- 11.1. AIS Supplement Framework
  - 11.1.1. The system of classification of supplements by the AIS, which is publically available on the AIS website and has been adapted in Schedule 1 of this Policy.
- 11.2. Supplement



11.2.1. All sports foods, dietary supplements and nutritional ergogenic aids.

11.3. Prohibited substance

11.3.1. A substance defined to be prohibited under the World Anti-Doping Code 2015 and as amended from time to time.

11.4. Athlete

11.4.1. A person or participant representing SUSF in any way, including but not limited to a Club of SUSF in a training and/or competitive involvement.

11.4.2. This includes an Elite Athlete Program scholar who does not play for a Club engaged by SUSF.

11.5. Club

11.5.1. A constituent Club within the meaning of Clause 16 of the SUSF Constitution.

11.6. SUSF Club Personnel

11.6.1. Any person engaged by SUSF to work directly with any Athlete's squad or team during competition, training, EAP and TAP (including, without limitation, the Team Medical Staff, dietitians, sports scientists, strength and conditioning staff, trainers, coaches and team managers).

SUSF will comply with the *Work Health and Safety Act 2011* (NSW), the *Work Health and Safety Regulation 2011* (NSW) and other relevant legislation. To the extent that this Policy deals with work health and safety, SUSF acknowledges that this Policy was prepared with reference to Codes of Practice prepared by Safe Work Australia.

## 1. SCHEDULE 1: SUPPLEMENT FRAMEWORK

### ABCD Classification System

The ABCD Classification system ranks sports foods and supplement ingredients into four groups based on scientific evidence and other practical considerations that determine whether a product is safe, legal and effective in improving sports performance. Decisions regarding the placement of a product are made by an expert group convened by the AIS Sports Supplement Framework. These decisions are regularly re-evaluated.

The Classification system focuses on sports foods and individual ingredients rather than supplement products and brands. The list in each group is identified as 'examples' to note the list may not be complete. In addition, the Framework identifies concerns regarding two separate types of supplement products that may be involved in all categories:

- Supplements sold via network marketing: Network marketing involves the promotion/ distribution of supplements and sports foods via activities that ignore the need for an appropriate scientific evidence base. The policy of the Framework is that these products should not be provided or supported by sports supplement programs
- Multi-ingredient products: These products contain a large list of individual ingredients. In some cases the doses of these ingredients are not stated on the label, with the excuse that it is a 'proprietary blend' over which the manufacturer has special ownership

Concerns about these products include the lack of an effective dose of some of active ingredients, potential for harmful interactions between ingredients and the increased risk of inadvertent contamination due to the sourcing of ingredients from various locations. Unless an expert panel has deemed such a product is likely to be safe and effective, it should not be included in sports supplement programs. Furthermore, they are identified as high priority for third-party audit programs.

## 2. Group A

Overview of category	Sub-categories	Examples
Evidence level:		Sports drink



<p>Supported for use in specific situations in sport using evidence-based protocols.</p> <p><b>Use within supplement programs:</b></p> <p>Provided or permitted for use by some athletes according to best practice protocols.</p>	<p><b>Sports foods</b> — specialised products used to provide a practical source of nutrients when it is impractical to consume everyday foods.</p>	Sports gel
		Sports confectionery
		Liquid meal
		Whey protein
		Sports bar
	<p><b>Medical supplements</b> — used to treat clinical issues, including diagnosed nutrient deficiencies. Requires individual dispensing and supervision by appropriate sports medicine/science practitioner</p>	Electrolyte replacement
		Iron supplement
		Calcium supplement
		Multivitamin/mineral
<p><b>Performance supplements</b> — used to directly contribute to optimal performance. Should be used in individualised protocols under the direction of an appropriate sports medicine/science practitioner. While there may be a general evidence base for these products, additional research may often be required to fine-tune protocols for individualised and event-specific use.</p>	Vitamin D	
	Probiotics (gut/immune)	
	Caffeine	
	B-alanine	
	Bicarbonate	
Beetroot juice		
Creatine		

### 3. Group B

Overview of category	Sub-categories	Examples
<p><b>Evidence level:</b></p> <p>Deserving of further research and could be considered for provision to athletes under a research protocol or case-managed monitoring situation.</p>	<p><b>Food polyphenols</b> — food chemicals which have purported bioactivity, including antioxidant and anti-inflammatory activity. May be consumed in food form or as isolated chemical.</p>	Quercetin
		Tart cherry juice
		Exotic berries (acai, goji etc.)
		Curcumin



<p><b>Use within supplement programs:</b> Provided to athletes within research or clinical monitoring situations.</p>	<p><b>Other</b></p>	Anti-oxidants C and E
		Carnitine
		HMB
		Glutamine
		Fish oils
		Glucosamine

#### 4. Group C

Overview of category	Sub-categories	Examples
<p><b>Evidence level:</b> Have little meaningful proof of beneficial effects.</p> <p><b>Use within supplement programs:</b> Not provided to athletes within supplement programs.</p> <p>May be permitted for individualised use by an athlete where there is specific approval from (or reporting to) a sports supplement panel.</p>	<p>Category A and B products used outside approved protocols.</p>	<p>See list for Category A and B products.</p>
	<p>The rest — if you can't find an ingredient or product in Groups A, B or D, it probably deserves to be here.</p> <p>Note that the Framework will no longer name Group C supplements or supplement ingredients in this top line layer of information. This will avoid the perception that these supplements are special.</p>	<p>Fact sheets and research summaries on some supplements of interest that belong in Group C may be found via on the 'A-Z of Supplements' page in the AIS Sports Nutrition section of the ASC website.</p>

#### 5. Group D

Overview of category use within AIS system	Sub-categories	Examples



<p><b>Evidence level:</b> Banned or at high risk of contamination with substances that could lead to a positive drug test.</p> <p><b>Use within supplement programs:</b> Should not be used by athletes.</p>	<p><b>Stimulants</b> <u>World Anti-Doping Agency (WADA) list</u></p>	Ephedrine
		Strychnine
		Sibutramine
		Methylhexanamine (DMAA)
		Other herbal stimulants
	<p>Prohormones and hormone boosters <u>WADA list</u></p>	DHEA
		Androstenedione
		19-norandrostenedione/ol
		Other prohormones
		Tribulus terrestris and other testosterone boosters
		Maca root powder
	<p><b>GH releasers and 'peptides'</b> <u>WADA list</u> Technically, while these are sometimes sold as supplements (or have been described as such) they are usually unapproved pharmaceutical products.</p>	
	<p><b>Other</b> <u>WADA list</u></p>	Glycerol used for re/hyperhydration strategies — banned as a plasma expander
	Colostrum - not recommended by WADA due to the inclusion of growth factors in its composition	

## 6. RELATED POLICIES, PROCEDURES AND FORMS

Staff Code of Conduct
Sporting Code of Conduct



## 7. ABOUT THIS POLICY

All individuals subject to this Policy are required to comply with its terms. However, to the extent this Policy describes benefits or entitlements provided by SUSF; these are discretionary in nature and are not intended to be contractual or binding on SUSF.

Subject	Supplement Policy
Authorised by	Chief Executive Officer
Contact	Human Resources
Version	1.0
Commencement	01 November 2020
Next review	01 July 2022



## **SUSF Media Guidelines and SUSF Social Media Policy**

IMPORTANT: THESE GUIDELINES MUST BE READ IN THEIR ENTIRETY

### **GENERAL INFORMATION**

#### ***What this means for you:***

- ***These Guidelines form part of the Nationals Team Agreement and a failure to comply with these guidelines may result in disciplinary action being taken.***
  - ***In giving interviews or engaging in social media, use common sense and show respect at all times for other Team members, SUSF and other athletes and officials. Do not disparage or criticise others or make offensive or inappropriate comments.***
  - ***You are responsible for the comments you make, and any views expressed are your own personal views.***
- a. SUSF relies on the common sense of all Team members who must show respect for their fellow team members, and all athletes competing in the Nationals, including those of the other universities, in interviews and in social media activities.
  - b. In giving any interviews or engaging in social media activities, Team members must not disparage or criticise other Team members, or in the case of athletes or coaches, their sports performances or coaching, or disclose any confidential information of SUSF or any Team member.
  - c. SUSF assumes no legal liability for any comments made in public (including in interviews or posted on a social media site) by any Team member other than the Head of Sport or his or her designated spokesperson, or by any third party.
  - d. These Media Guidelines requirements apply not only to television, radio, internet and the press but also apply to mobile telephones, cameras and other devices that transmit pictures, sound or data including all Internet based activities including all forms of social media. Cameras should only be used within for private purposes.
  - e. These are guidelines only and may be supplemented or amended or varied by SUSF or the Head of Sport at any time in its absolute discretion.
  - f. Any breach or suspected breach of these Guidelines should be reported to the Head of Sport as it becomes known.
  - g. A breach of these Media Guidelines (including, for the avoidance of doubt, SUSF's Social Media) will be a breach of this Agreement. In addition to any disciplinary procedures set out in the Team Agreement, SUSF or the Head of Sport reserves the right to take any measure(s) it or she sees fit with respect to the breach, including issuing, or requiring the Team member to issue, a corrective or other statement relating to the matter.



# SUSF PRIVACY POLICY – EXTERNAL

## 1. INTENT

Sydney University Sport and Fitness Limited (**SUSF, We, Our or Us**) (ABN: 45 634 542 644) is a sport and fitness organisation comprising of sport and recreation clubs, top-level sporting and fitness facilities, sport and recreation programs and as the offering of scholarships as part of the SUSF Elite Athlete Program.

SUSF and its related entities consider the privacy and protection of your Personal Information as important, and are committed to handling your Personal Information in accordance with the *Privacy Act 1988* (Cth) (**Privacy Act**) and other applicable laws which set out clear standards for the collection, access, storage, use and disclosure of your Personal Information.

This Privacy Policy sets out what Personal Information We collect, the way in which We collect, use, disclose and secure that Personal Information, the way in which you can access and correct your Personal Information, and what complaint procedures are available to you if you feel We have breached Our obligations under relevant legislation.

We may amend or update Our Privacy Policy at any time and will publish the amended policy on the SUSF website. We encourage you to check the SUSF website regularly to ensure that you are aware of the current terms of Our Privacy Policy.

By visiting SUSF or submitting any Personal Information to Us (whether to a club, facility, via Our website or otherwise), you are accepting and consenting to the practices described in this Privacy Policy.

## 2. SCOPE

This Privacy Policy applies to Personal Information collected, used and disclosed by SUSF about SUSF members, consumers, scholarship applicants or holders, users of Our services and facilities (including participants in the SUSF School Holiday Programs and participants in the SUSF Swim School), contractors, suppliers, job applicants (whether for job vacancies, potential employment, work experience/internships or honorary engagements), tenants, hirers of SUSF facilities, donors and volunteers (including Honorary Coaches).

This Policy does not apply to the collection, use and disclosure of employee records of our current and former employees, which are exempt from the Privacy Act and are covered by a separate policy. If you are an employee, please refer to the SUSF Privacy Policy for Employees and Volunteers.

### COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

#### ***What Personal Information is collected and held?***

Personal Information that SUSF collects and hold could include but is not limited to:

- Name, contact details, gender, date of birth, banking and credit card details and emergency contact information.
- Membership number (where relevant) and usage of the SUSF facilities.
- A photograph for SUSF membership cards.
- We may use CCTV in Our facilities for health and security reasons.
- Comments, preferences and opinions, including for the purpose of surveys and goods and services that We offer from time to time.
- Personal Information that you provide when using Our online portals, including any profile that you create while using Our services including health, training, education and nutritional information.
- For users of Our services and facilities: We also collect Health Information in order to assess your readiness for physical activity/exercise, ability to participate in programs, athletic performance or general welfare and to provide medical treatments as required.
- For scholarship applicants and holders: We also collect details of your academic qualifications and history, degree details, sporting performance and rankings, enrolment and academic performance (including academic results and transcript) and study and sports timetable.



- For participants in the School Holiday Programs: We also collect the child's school, whether the child's parent or guardian is a staff member of the University of Sydney, photographs of the child at the Program for publicity and advertising purposes and Health Information about the child (including any medical, behavioural or additional needs and allergies).
- For volunteers: We also collect your Working With Children details, qualifications, income, income producing activities and coaching activities.
- For job applicants: We also collect Personal Information concerning your qualifications, experience and references, criminal record and background checks, along with information about your education,
- employment history, resume, contact details, references and Working With Children details. We may also collect certain of your Health Information if it is relevant to the job that you are applying for.

### ***How will We collect and hold your Personal Information?***

We may collect Personal Information directly from you when you:

- Communicate with Us directly, including in person or via email, telephone Our websites or online portals.
- Apply for or participate in a scholarship as part of the SUSF Elite Athlete Program.
- Become a registered member of SUSF.
- Use Our facilities on a casual basis.
- Register for and participate in the SUSF School Holiday Programs.
- Make a donation to SUSF.
- Enter into a consumer promotion or competition that We run.
- For scholarship applicants and holders: SUSF may also collect academic results and transcripts from the University of Sydney. SUSF or a third party acting on behalf of SUSF may also retain a health professional to provide a report to SUSF to determine whether you are ready, able and eligible to participate in the Elite Athlete Program.
- For business customers, contractors and guarantors: We may also collect Personal Information from a third-party credit reporting body if We request a credit report about you. Please see Our Credit Information Policy available on request for further details about Our handling of credit-related Personal Information.
- For job applicants: We may also collect Personal Information when you provide Us with a resume or application, or provide Us with Personal Information (including Health Information) during the recruitment process. We may also collect Personal Information from third parties. For example, this may happen when We conduct reference and background checks, when you apply for a position through a third party recruitment agency (e.g. Seek, Sportspeople); when you have authorised third parties to deal with Us on your behalf (e.g LinkedIn) or when We retain third party providers (such as health professionals) to conduct reference checks, criminal record checks or pre-employment health/fitness-for-work assessment in relation to you.
- For users of Our services who are under 18 years of age: We collect Personal Information directly from such users including their membership number, CCTV footage and their usage of clubs and facilities. Otherwise, We do not knowingly collect Personal Information from individuals under 18 years of age without the permission of their parent or guardian. As a parent or guardian, please do not allow your children to submit their Personal Information without your prior permission.

Regardless of how it is collected, We will use, hold and disclose your Personal Information in accordance with this Policy.

### ***What are the purposes for Us collecting and using your Personal Information?***

We may collect Personal Information about you for the following purposes and uses:

- To provide you with services, operate Our facilities and clubs, run Our business and operations and fulfil Our obligations, including under the Membership Agreement.
- To communicate and manage Our relationships with you.
- To contact you about Our brands, products, services, special offers, promotions, newsletters, online surveys, fundraising campaigns, alumni events, news and competitions.
- To maintain and update Our records.



- To carry out market data analysis so that We can continue to deliver enhanced services and facilities.
- To improve Our platform, prevent or detect fraud or abuses, enable third parties to carry out technical, logistical or other functions on Our behalf and maintain and develop Our business systems, including testing and upgrading them.
- We use Health Information, allergies, injuries and disabilities of those who use Our services to assess your readiness for physical activity/exercise, ability to participate in programs, athletic performance or general welfare and to provide them with medical treatments as required.
- For scholarship applicants and holders: We also use your Health Information and academic and sporting performance and history to ensure that you are ready, able and eligible to participate in the Elite Athlete Program.
- For participants in the School Holiday Programs: We may also use photographs of children at the Program may be used for publicity and advertising purposes.
- For job applicants: We may also use your Personal Information to assess your suitability for employment with SUSF, and manage the recruitment and placement processes. For example, We may use it to assess your skills, qualifications and interests against Our career opportunities or the vacancy you have applied for, conduct reference checks and verify your information and conduct criminal record and background checks to determine whether you are suitable for employment at SUSF. We may use your Health Information in relation to a pre-employment health/fitness assessment to determine your fitness for work and for other purposes directly related to your application or employment (if you are successful).

### ***Who will We disclose your Personal Information to?***

SUSF may disclose your Personal Information to:

- Related entities and affiliates of SUSF (including clubs).
- The University of Sydney and its affiliates and related entities.
- IT system administrators who assist Us; including those who maintain Our IT systems and websites and store Our data.
- Medical and health providers who provide services to SUSF members or users of SUSF's services or facilities.
- Investigators, police and law enforcement authorities in connection with actual or potential misconduct, unlawful activity and acquisitions of Our business or licences.
- Third party service providers that assist Us with services such as archival, auditing, accounting, customer contact, legal, business consulting, banking, payment, debt collection, delivery, data processing, data analysis, information broking, research, investigation, insurance, website or technology services.
- Credit reference agencies or debt collection agencies – for example if you default on payments due or to obtain payment from you.
- For scholarship applicants and holders: We may also provide your Personal Information and Health Information to sports psychologists or other healthcare providers.
- For volunteers, contractors and suppliers: We may also provide your Personal Information to the Australian Taxation Office, superannuation fund trustees and administrators.
- For job applicants: We may also provide your Personal Information to referees identified by you in job applications to Us and third party providers of background screening services, medical assessments and other services relevant to the recruitment process, including for reference, criminal record and background checks, or pre-employment health/fitness-for-work assessments.

### **STORAGE AND SECURITY**

We take reasonable steps to ensure that your Personal Information is held securely. We have implemented appropriate physical, electronic and managerial security procedures in order to protect Personal Information from unauthorised access, loss, misuse, alteration or destruction.

We store your Personal Information in hardcopy or electronic form, and We protect your Personal Information through physical security (including locks and security systems at Our office premises) and computer and network security (including use of firewalls, identification codes, access controls and passwords). We also store some Personal Information with third-party data storage providers, who also employ a range of security measures to protect such information.



In the case of job applicants, if you are unsuccessful in obtaining the position, We may retain your application and Personal Information for a reasonable period in order to contact you if a suitable position becomes available with Us.

### **ARE WE LIKELY TO DISCLOSE YOUR PERSONAL INFORMATION TO OVERSEAS RECIPIENTS?**

No, We are not likely to disclose any of your Personal Information to overseas recipients.

### **COOKIES & WEBSITE ANALYTICS**

We may use “cookies” on Our website. A cookie is a small text file that We may place on your computer if you use Our website. Usually, cookies are used as a means for Our websites to remember your preferences and are thus designed to improve your experience of SUSF. Cookies may collect and store Personal Information about you.

You can configure your browser to accept all cookies, reject all cookies, or notify you when a cookie is sent. Each browser is different, so check the “Help” menu of your browser to learn how to change your cookie preferences.

If you disable the use of cookies on your web browser or remove or reject specific cookies from Our website or linked sites, then you may not be able to gain access to all of the content and facilities on SUSF online facilities.

When you visit and browse Our website, the website host and some third party service providers may collect information for statistical, reporting and maintenance purposes.

Subject to the terms of this Privacy Policy, this information is used to administer and improve the performance of the SUSF website and will not be used to identify you. The information may include:

- the number of users visiting Our website and the number of pages viewed;
- the date, time and duration of a visit;
- visiting patterns of individuals accessing Our website;
- the IP address of your computer; and
- the path taken through Our website.

We use website analytic services to help analyse how you use SUSF (website analytics). Website analytics generate statistical and other information about website use by means including, but not limited to, cookies which are stored on users’ computers. The information generated is used to create reports about the use of the SUSF website.

### **LINKS TO OTHER WEBSITES**

Our site may include links to other websites. These third-party websites may use technology to send (or “serve”) the advertisements that appear on Our website directly to your browser. They automatically receive your IP address when this happens. They may also use cookies, JavaScript, web beacons (also known as action tags or single-pixel gifs), and other technologies to measure the effectiveness of their ads and to personalise advertising content. We do not have access to or control over cookies or other features that these third parties may use, and the information practices of these advertisers and third-party websites are not covered by this Privacy Policy. Please contact them directly for more information about their privacy practices.

### **WHAT CHOICES DO YOU HAVE?**

You may choose not to provide Personal Information to SUSF at any time. However, this may mean We cannot provide some or all of Our services to you or continue Our relationship with you. If you do not want to receive email or other mail from Us, please ‘unsubscribe’ or notify Us in writing that you don’t wish to receive these offers. However, please note, if you do not want to receive legal notices from Us, such as this Privacy Policy, those notices will still govern your use and membership of SUSF and it is your responsibility to review them for changes.

You have the right to ask Us not to use your Personal Information for marketing purposes by sending an email to the SUSF Privacy Officer, whose details are set out below.

### **HOW CAN YOU ACCESS YOUR PERSONAL INFORMATION AND CORRECT IT?**

We take reasonable steps to ensure your Personal Information is accurate, complete and up to date. You generally have a right to request access your Personal Information and to request its correction from Us. There are certain exceptions to



this which apply under legislation, including, for example, where providing such access would have an unreasonable impact on the privacy of others.

You can request to access your Personal Information that We have on record about you, or request that We update or correct that Personal Information, by writing or emailing Us:

SUSF Legal Department  
Legal Counsel  
legal@sport.usyd.edu.au  
University Sports & Aquatic Centre Building G09  
University of Sydney NSW 2006

We will need to verify your identity before giving you access or correcting Personal Information. We will endeavour to respond to your request to access or update Personal Information as quickly as possible.

We will provide you access to Personal Information in the manner that you request, if that is reasonable and practicable for Us to do so. If We are not able to provide that information in the way that you request, We will write to you and explain the reasons for this, and We will take reasonable steps to give you access to your Personal Information in an alternative manner that meets your needs and Ours. We will also inform you of what you can do if you are not satisfied with Our response.

We will not charge you an application charge for simply requesting access to your Personal Information. However, depending on the complexity of your request, We may charge you a fee for processing the request including costs of postage, and staff costs in searching, locating and retrieving the requested information. We will ensure that these costs are not excessive.

In certain instances, We may refuse to give you access to your Personal Information. In these circumstances, We will write to you to explain why We have refused access, and inform you of what you can do if you are not satisfied with Our response.

Where you request for Us to correct Personal Information We hold that you believe is inaccurate, incomplete, out-of-date, or misleading, We will endeavour to respond to your request as quickly as possible. You will not be charged for making that request, or for any work We conduct in correcting the information. We will take reasonable steps to correct that information once We are satisfied that that information is inaccurate, incomplete, out-of-date or misleading. If We refuse your request, We will write to you and explain why We have refused, and also tell you what you can do if you are not satisfied with Our response.

### **HOW CAN YOU MAKE A COMPLAINT AGAINST US FOR A BREACH OF YOUR PRIVACY, AND HOW WILL YOUR COMPLAINT WILL BE HANDLED?**

You are entitled to complain if you believe that your privacy has been compromised or if We have breached the relevant legislation. If you have a complaint, you should write to:

Privacy Complaints  
SUSF Legal Department, University Sports & Aquatic Centre  
Building G09  
The University of Sydney NSW 2006

We will endeavour to respond to you in writing as quickly as possible, informing you of Our decision in relation to your complaint. If you believe that your complaint has not been satisfactorily resolved, then you can access an external dispute resolution service or contact the Office of the Australian Information Commissioner (OAIC).



### 3. ABOUT THIS POLICY

Subject	Privacy Policy
Authorised by	Chief Executive Officer
Contact	Human Resources
Version	1..0
Commencement	01 November 2020
Next review	01 July 2022