

## **CYCLING NEW ZEALAND MEMBERS AND LICENCE HOLDER TERMS AND CONDITIONS**

### **Terms and Conditions**

I, the person who applied (or, if under 18, the parent/guardian/caregiver of said person) to Cycling New Zealand and either CNZRT, MTBNZ or BMXNZ (my Member Organisation) for a Membership and to become a member of my Member Organisation:

Declare that I understand/agree that:

- a) I agree that the details set out in the Application for a Membership are true and correct. If they change, I acknowledge that I am required to notify Cycling New Zealand of the changes, in writing, as soon as possible after they occur;
- b) I am not aware of any reason why I should not be issued with the membership requested;
- c) I am not currently prohibited in holding membership/licence by a court of law (or other judicial or administrative body), an arbitral tribunal, the UCI AntiDoping Tribunal, Drug Free Sport NZ, Cycling New Zealand;
- d) I have not applied for a licence for the same year to the UCI or to any other national cycling federation;
- e) I confirm that if I select NZL as my Nationality on my licence card, I am a New Zealand Citizen and am eligible to hold a NZ Passport;
- f) I assume exclusive liability for this application and for the use I will make of the membership;
- g) I have read, understood and will comply with the constitutions, regulations, policies, manuals, guidelines and reasonable directions of Cycling New Zealand, my Member Organisation, and the Oceania Federation;
- h) I agree to abide by the Cycling New Zealand Code of Conduct and Polices as published on the Cycling New Zealand website;
- i) I will participate in cycling competitions, events and activities in a fair and sporting manner;
- j) I will comply with all disciplinary measures taken against me by Cycling New Zealand, my Member Organisation or the UCI and take any appeals and litigation before the authorities provided for in the Constitution or Regulations of Cycling New Zealand, my Member Organisations or the UCI;
- k) I accept the Judicial Panels established by Cycling New Zealand and my Member Organisation, the New Zealand Sports Disputes Tribunal and the Court of Arbitration for Sport (CAS) as the only competent jurisdictions in cases provided for by the Regulations of Cycling New Zealand and UCI and that, in the case of CAS, its decisions will be final and binding and not subject to further appeal; subject to paragraph (i), any litigation with the UCI shall solely be submitted to the Court of Arbitration for Sport (CAS);
- l) I agree to abide and be bound by Cycling New Zealand, my Member Organisation, the Oceania Confederation and the UCI Anti-Doping Rules, as well as all documents adopted by

Cycling New Zealand, my Member Organisation, Oceania Confederation and the UCI in connection with its Anti-Doping Rules and in connection with the World Anti-Doping Code.

- m) I agree to submit to in-competition and out-of-competition testing at any time as provided in the UCI Anti-Doping Rules, the New Zealand Sport Integrity Commission and its related documents. I agree that all samples collected from me under the UCI Anti-Doping Rules are owned by the UCI and that such ownership may be transferred by the UCI to another Anti-Doping Organisation, or ownership transferred from another Anti-Doping Organisation to the UCI.
- n) I will return my membership card immediately in the event of any substantial change to the circumstances existing at the time of this application;
- o) I agree that Cycling New Zealand and my Member Organisation may use the information collected in this form for purposes relating to my membership of Cycling New Zealand and my Member Organisation and for communicating with me about my membership and matters affecting my Member Organisation and Cycling New Zealand;
- p) I agree that my information will also be recorded on Cycling New Zealand membership systems and databases;
- q) I agree that Cycling New Zealand and its Member Organisation may disclose the information to third parties, including sponsors, stakeholders, the UCI and other organisations referred to in this form;
- r) I acknowledge and agree that my personal data processed as part of my licence application to my national federation shall be passed to and held by the UCI (Switzerland) and agree to such information being used for administration and governance purposes, including the management of results and rankings, as well as in relation to anti-doping activities and the prevention of the manipulation of competitions. I also agree that my personal information may be used and/or transmitted, when necessary, to other entities such as the World Anti-Doping Agency, the national Anti-Doping organisations, the Court of Arbitration for Sport, the judicial bodies of the UCI, the national and international authorities competent in relation to the following matters:
  - 1. investigations and/or procedures in relation to potential violations of the UCI Regulations; and
  - 2. any other processing operation of personal information that is legitimate and proportionate in the context of the administration and governance of cycling;
- s) I understand Cycling New Zealand and its Member Organisations have obligations under the Privacy Act 2020;
- t) I may contact Cycling New Zealand at the following address in order to exercise my right to request access to, or rectification or deletion of my personal information as per the Privacy Act 2020: [membership@cyclingsnewzealand.nz](mailto:membership@cyclingsnewzealand.nz);
- u) I understand that, once payment has been made for my licence and/or club fees, refunds and cancellations will only be issued in the event of a technical error, or in limited circumstances at Cycling New Zealand's sole and absolute discretion. Any refunds issued will be subject to Processing and administration fees.