

# Triathlon Australia

## Sanctioning Policy



Date Approved: **13 September 2021**



# Sanctioning Policy

## 1. BACKGROUND

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- (a) Triathlon Australia (**TA**) is the governing body responsible for the sports of triathlon, duathlon, aquathlon and related multi-sport events in Australia.
- (b) The board of TA has created this Sanctioning Policy (**Policy**) to ensure that all triathlon and related events are conducted in a safe and professional manner. For the avoidance of doubt, this Policy is implemented by the TA board under clause 37 of the TA Constitution and is binding on all TA members. TA reserves the right to update, vary or amend this Policy at any time.
- (c) The aim of TA sanctioning an event under this Policy is to assist the event organiser in delivering a safe and fair event which is accessible to all members of the community and allows all participants to achieve and display the values of Health, Enjoyment, Belonging, Achievement, Integrity and Respect.

## 2. DEFINITIONS

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In this Policy, the following terms have the corresponding meaning:

Term	Definition
<b>Certificate of Currency (COC)</b>	A document issued by TA on behalf of its insurers, which provides event insurance, subject to certain conditions.
<b>Event Operations Manual (EOM)</b>	The reference manual provided to assist with the conduct of sanctioned multisport events staged in Australia.
<b>Event Organiser (EO)</b>	The entity with the principal concern of owning and staging a race.
<b>Intellectual Property</b>	Includes, but is not limited to, ideas, patents, registered and unregistered design rights, registered and unregistered trade marks, drawings, inventions and any copyright subsisting in any works, documents or other items and all other intellectual and industrial property rights (without limitation) and similar or analogous rights existing under the laws of any country and all rights to apply for or register such rights.
<b>One Day Licence (ODL)</b>	Temporary membership of TA, which is purchased by non-TA member competitors for the purpose of competing in a single event. ODL fees are collected by the Event Organiser, who enters ODL details in the FINANCE tab of the Online Sanctioning Portal, and then creates an ODL invoice at the completion of the event. <a href="#">Terms of One Day Licence</a> .
<b>Online Sanctioning Portal (OSP)</b>	This is the online sanctioning system that is used by TA, Race Directors and Event Organisers to facilitate the sanctioning process.
<b>Race</b>	A sanctioned event, whether a triathlon, duathlon, aquathlon or other style of event that may be sanctioned.

<b>Race Director (RD)</b>	The principal organiser of a race or the person appointed by a race committee to implement the sanctioning criteria or an independent Event Organiser.
<b>Race Organisation</b>	All the parties which contribute to the staging of a race, including the Event Organiser, Technical Officials, Police and other authorities.

<b>Term</b>	<b>Definition</b>
<b>Race Permit</b>	A document issued by the Sanctioning Officer on behalf of TA, which indicates that the event has met minimum sanctioning requirements, and is sanctioned subject to the Race Director meeting all relevant sanctioning conditions.
<b>Race Venue</b>	All land and physical structures used to stage a race including the race course, registration area, transition area, finish and spectator areas.
<b>Risk Management Plan (RMP)</b>	A plan developed by the Event Organiser that considers the inherent risks associated with staging the event and lists control measures to mitigate these risks to acceptable levels. The RMP must be submitted as part of the sanctioning application under the Online Sanctioning Portal.
<b>Rules</b>	The Race Competition Rules adopted by TA governing the performance of competitors at sanctioned races.
<b>Sanction</b>	The endorsement by the STTA indicating that a race is capable of being staged in a safe and fair manner, in accordance with the criteria specified in the Sanctioning Documentation.
<b>Sanctioning Officer</b>	The Sanctioning Officer is appointed by the STTA to liaise with the Race Director to determine if a race can be sanctioned. A Sanctioning Officer must demonstrate reasonable competency in the interpretation of the current Australian Standard on Risk Management.
<b>Sanctioning Status in Online Sanctioning Portal</b>	<p><b>“Not submitted”</b> – event has been created in the OSP but is not ready for sanctioning approval consideration</p> <p><b>“Awaiting Sanctioning”</b> – RD has changed the status, indicating that the event is submitted and is ready to be considered for sanctioning approval. This action also adds the event details to the TA calendar. At this point the sanctioning invoice is automatically generated. When the sanctioning fee is paid the Certificate of Currency is automatically uploaded to the ATTACHMENTS section.</p> <p><b>“Needs Alteration”</b> – Sanctioning Officer has changed the status, indicating that the sanctioning submission does not yet meet the requirements for sanctioning approval. This is usually accompanied by an explanatory note in the COMMENTS section.</p> <p><b>“Sanctioned”</b> – Sanctioning Officer has changed the status, indicating that the event has met the sanctioning requirements and may proceed, subject to any sanctioning conditions. This generates the issue of a Race Permit in the ATTACHMENTS section.</p>
<b>STTA</b>	A state or territory triathlon association, which is a member of TA and delegated the responsibility of sanctioning a race.

<b>Technical Delegate (TD)</b>	For events of national significance, the TD is appointed by TA. For all other events the TD is appointed by the relevant STTA. The Technical Delegate is responsible for ensuring that all aspects of the TA race operations procedures are fulfilled in preparation for, during and after the event.
<b>Technical Official (TO)</b>	A race official who is a TA member and is accredited by TA to observe, assess, apply and report on the performance of competitors in relation to the Race Competition Rules.
<b>Traffic Management Plan (TMP)</b>	A plan developed by an accredited TMP designer that advises how traffic will be safely managed on the day(s) of the event. If the event is held on a public road then the TMP will require formal approval from the local traffic authority
<b>Term</b>	<b>Definition</b>
	(police or council or traffic committee). The TMP should be submitted as part of the sanctioning application.
<b>Technical Services Fee (TSF)</b>	A fee for the provision of technical officials at an event. The invoice is created by the TA Sanctioning Officer within the FINANCE tab of the OSP after the post-event technical report is completed by the Technical Delegate. <a href="#">Technical Services Fee Calculation</a>

### 3. BENEFITS OF SANCTIONING

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This Policy applies to all events conducted in Australia under the support of TA or any of its STTAs. By receiving sanctioning approval, an Event Organiser receives, or has access to:

- (a) a race permit from TA;
- (b) access to direct support of a TA-accredited Sanctioning Officer
- (c) insurance coverage as described on the TA website (available [here](#)) covering the Event Organiser, participants, volunteers, coaches and officials;
- (d) inclusion of the event in the official TA national event calendar;
- (e) access to TA technical officials for events;
- (f) the ability to bid for State and National Championship events and WT World Championship Age Group qualifying events; and
- (g) subject to this Policy, the use of national and state brand logos, signage and marketing material (upon agreement with TA and/or relevant STTA).

### 4. EVENT SANCTION PROCESS

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## 4.1

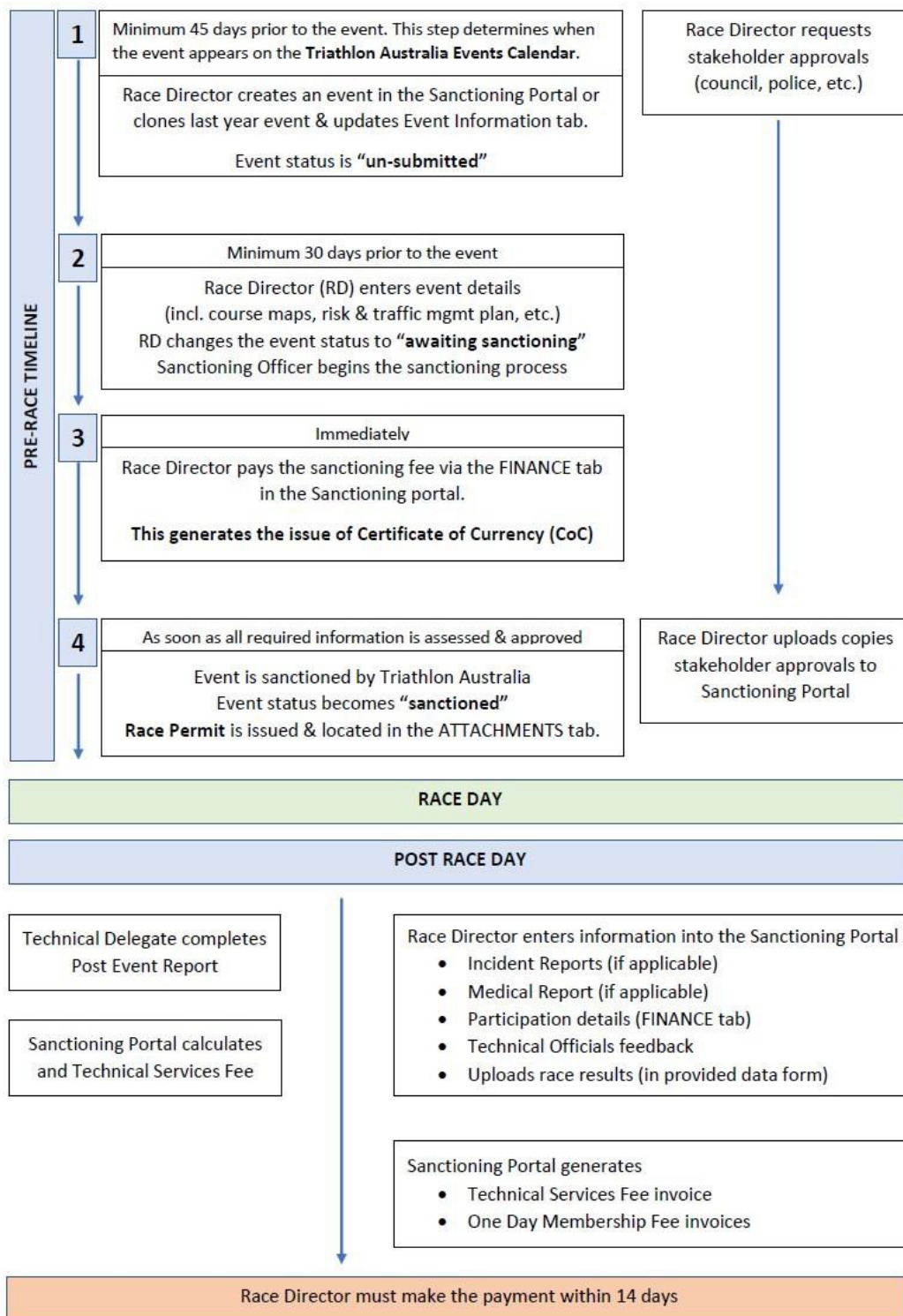
### Online Sanctioning Portal

- (a) The Online Sanctioning Portal is the platform for the sanctioning of all events. It provides the capability for Event Organisers to enter details on their upcoming events, which are then reviewed by a TA sanctioning officer.
- (b) When the mandatory sanctioning requirements under the Online Sanctioning Portal and this Policy are met, the event is sanctioned and a Race Permit is uploaded to the Online Sanctioning Portal.
- (c) The Online Sanctioning Portal is the platform that the Event Organiser must use to report on participant numbers, conduct incident reporting, provide feedback on the performance of the technical team and produce a medical report for the event in accordance with the requirements of this Policy.
- (d) The Online Sanctioning Portal generates invoices for the sanctioning fee, technical services fees and one day membership fees. Event Organisers and their Race Directors are required to register an account with the [Online Sanctioning Portal](#).
- (e) Information on how to create an event in the Online Sanctioning Portal can be found on the TA [Website](#)

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## 4.2 Sanctioning flowchart

The following chart provides a guide to the sanctioning process under this Policy:



**Note:** Club events utilise the COC which is issued upon annual affiliation. Club events typically do not have a Technical Delegate assigned to them and therefore there is no TSF to be paid.

### 4.3 Acceptance or rejection

- (a) TA will consider all event sanction applications and may, in its sole and absolute discretion, grant or refuse sanctioning. Applications may also be granted on a

conditional basis. If sanction is granted, the Event Organiser cannot transfer permission to conduct the event to another organisation and/or location.

- (b) If TA declines to sanction the event or having sanctioned the event, decides to withdraw its sanction for any reason in accordance with this Policy, the Race Director irrevocably authorises TA to publish the fact, nature and reasons for its decision to decline or withdraw sanctioning to any person that TA thinks fit, including (but not limited to) prospective competitors, local authorities and the general public.

#### **4.4 Event sanction**

- (a) TA will provide an insurance Certificate of Currency only following:
  - (i) satisfactory submission by an Event Organiser of an event application for approval; and
  - (ii) payment of the applicable sanctioning fee.
- (b) Once sanctioning is approved by TA, TA will issue a valid race permit to the Event Organiser. Without a valid race permit the Event Organiser has no legal access to a previously issued Certificate of Currency.

### **5. EVENT SANCTION CONDITIONS**

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#### **5.1 Online Sanctioning Portal**

Each Event Organiser that wishes to sanction an event with TA must complete all the requirements contained within the Online Sanctioning Portal. This includes but is not limited to:

- (a) lodging a complete set of maps detailing each leg of the course and the transition area showing all marshals, safety personnel, aid stations and finish line;
- (b) if the event takes place on public or private roads, lodging a traffic management plan;
- (c) lodging a risk management plan for the entire event that complies with **clause 5.3** of this Policy;
- (d) lodging all required stakeholder approvals; and
- (e) agreeing to all terms and conditions associated with TA event sanction contained in the Online Sanctioning Portal.

#### **5.2 Date for submission**

- (a) The sanctioning application must be completed and submitted to TA at least 1 month prior to the event date. TA does not guarantee that sanction applications submitted after this date will be assessed for sanctioning.
- (b) The application must comply with all other relevant TA policies and procedures as made available on the TA website or as directed by TA.



- (c) The TA Sanctioning Officer/Technical Delegate must be notified of any changes to the application as soon as practicable.

### **5.3 Risk management plan**

In relation to the Risk Management Plan referred to at **clause 5.1(c)**, the Event Organiser must:

- (a) prepare and provide to TA a Risk Management Plan that adopts the current Australian Standard on Risk Management and complies with the matters set out at **Annexure A**; and
- (b) provide written confirmation to TA that, if required, it has provided the Risk Management Plan to:
  - (i) the relevant local Police force for the event; (ii) the relevant local government(s) for the event; and
  - (iii) all other relevant authorities.

### **5.4 Responsibility for conduct of event**

- (a) The Event Organiser and TA acknowledge and agree that sanction of an event by TA under this Policy does not mean TA has control of, or is responsible for, that event.
- (b) The entire obligation of conducting a sanctioned event remains with the Event Organiser. The Event Organiser shall ensure that sufficient and competent personnel are in attendance for all requirements at the event.

### **5.5 Liability and waiver**

- (a) The Event Organiser must provide to TA a declaration that all persons involved with the event have acknowledged and continue to acknowledge as a condition of their involvement in the event that TA (and its respective officers, employees, agents and contractors) bear no liability for, and are released from, any claims arising in connection with this Policy or the event to the maximum extent permissible by law.
- (b) Notwithstanding **clause 5.5(a)**, except where provided or required by law and where it cannot be excluded, it is a term of this Policy and of any sanction given under it that TA is absolved from all liability however arising from injury or damage, however caused, arising out of or in connection with the operation and/or implementation of this Policy.
- (c) The Event Organiser must include a waiver and release on the participant event entry form that satisfies TA's reasonable requirements. For the avoidance of doubt, TA acknowledges and agrees that a waiver and release in a form identical to that contained in Appendix A to the Event Operations Manual is satisfactory for the purposes of this **clause 5.5(c)**.

## 5.6 Event Operations Manual

The Event Organiser acknowledges and agrees that while all care has been taken in the preparation of the Event Operations Manual, TA (including its officers, employees and agents) makes no representation or warranty as to, or takes any responsibility for, the accuracy, reliability, completeness or currency of any information or recommendations contained within the Event Operations Manual, nor its usefulness in achieving any purpose. TA is not liable to the Event Organiser for any loss or damage however caused resulting from the Event Organiser's use of the Event Operations Manual.

## 5.7 Membership administration

Only current annual members or one-day members of TA shall be allowed to participate in the sanctioned event.

## 5.8 Fees

- (a) The applicable sanctioning fee set out in the Online Sanctioning Portal must be paid by the Event Organiser when submitting an event for approval.
- (b) The Technical Services Fee and One Day Licence Fees must be paid to TA within 14 days of the conclusion of the last day of the event.

## 5.9 Media, critical incidents and incident reporting

- (a) Each and every incident that occurs at the event must be recorded in the Event Organiser's race day report.
- (b) Any "major incident" must be recorded and forwarded to both TA and the relevant STTA in whose jurisdiction the event occurred, within 12 hours of the incident having occurred. The record of the major incident must be accompanied by all supporting statements and witness reports related to the incident. Any forms required to be completed by other authorities must be copied to TA within 12 hrs.
- (c) For the purposes of this **clause 5.9**, a "major incident" occurs when a competitor or non-competitor requires hospitalisation, or an incident occurs that has drawn the attention of the media or any regulatory authority (eg the Police).
- (d) Where it appears possible following an incident that there is or may be a fatality or significant injury, the Event Organiser must immediately advise TA. Unless otherwise determined by TA, no representative of the Event Organiser is approved to speak to the media about the incident until discussion with TA takes place.
- (e) The Event Organiser conducting any sanctioned event/s must do all in their power to have the event/s advertised in the press and in any other way they deem fit to attract the public interest. The Event Organiser shall also provide reasonable facilities for the press on the day of the event/s and see that the results and description of the event/s are fairly and correctly recorded in the press.

## 5.10 Conduct of event

- (a) The Event Organiser must comply with all rules and direction made by the TA in respect of the conduct of the event, and all conditions of any sanction conferred by TA.

- (b) The Event Organiser must conduct the event under and in accordance with either the:
  - (i) TA race competition rules as published by TA; or
  - (ii) where the event is an World Triathlon (WT) -sanctioned event, the WT race competition rules as published by the WT, andas applicable, any other rules and regulations determined appropriate by TA including sporting and judicial rules.
- (c) Failure to comply with any of these rules, directions or conditions entitles TA to (amongst other things) withdraw any sanction at any time in accordance with this Policy.
- (d) The Event Organiser will appoint a race director who will be responsible at the event for execution of the event in alignment with the details contained within the sanction application.
- (e) Exceptions to the RCR, for special circumstances in a particular event (e.g. changes to the draft distance or age categories) requires prior approval and should be applied for through the state sanctioning officer in conjunction with Technical Delegate and/or the National Manager Events and Technical.

#### **5.11 Use of intellectual property**

- (a) The Event Organiser must not use the Intellectual Property of TA or an STTA for any purpose associated with the event, or any other purpose, without the prior written consent of that party, except as provided in this Policy.
- (b) Subject to TA granting an event sanction under this Policy, TA grants to the Event Organiser a non-exclusive, revocable license to use the TA logo (as directed by TA) in connection with the advertising, promotion and sponsorship of the Event. The TA logo shall not be used by the Event Organiser other than in accordance with this Policy.
- (c) Where TA withdraws or revokes the sanction of an event under this Policy, the licence in **clause 5.11(b)** is automatically terminated and the Event Organiser must immediately cease using the TA logo.

#### **6. DUTY OF DISCLOSURE**

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In a sanctioning application the Event Organiser is under a current and ongoing duty to disclose every matter known or that could reasonably be expected to be known to it that is relevant to the application. The duty, however, does not require disclosure of any matter:

- (a) that diminishes the risk to be assumed by the Event Organiser or TA's insurer;
- (b) that is of common knowledge;
- (c) that TA knows, or in the ordinary course of its business ought to know; and
- (d) as to which compliance with the duty is waived by TA.

## 7. PRIVACY AND DATA COLLECTION

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- (a) The Event Organiser must, in relation to the event, provide TA with the information set out at **Item 2, Annexure B** relation to each registered participant for the event.
- (b) The Event Organiser acknowledges and agrees that the information referred to in **clause 7(a)** is "Personal Information" (**Personal Information**) as defined in the *Privacy Act 1988 (Cth)* (**Act**).
- (c) In relation to collecting, handling and disclosing participant Personal Information, the Event Organiser must:
  - (i) comply with the provisions of the Act or, if the Event Organiser is not bound by the Act, the provisions of the Act as though it were bound by the Act;
  - (ii) not engage in any act or practice that would constitute or result in a breach of the Act; and
  - (iii) provide each participant with a privacy collection notice in a form similar or identical to that contained in **Item 2, Annexure B**.
- (d) The parties acknowledge and agree that TA will not be responsible for the Event Organiser's obligation to comply with this Policy or the Act in relation to privacy laws.
- (e) The Event Organiser agrees to indemnify TA in respect of any loss, damage, liability and/or expense suffered or incurred by TA (including without limitation legal costs and costs associated with responding to investigations by the Privacy Commissioner or any relevant complaint handling body) which arises directly or indirectly from a breach of any of the obligations of the Event Organiser under this Policy.

## 8. RELEASE AND INDEMNITY

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### 8.1 Acknowledgements

The Event Organiser acknowledges and agrees that:

- (a) an event is not deemed viable simply because it is sanctioned by TA under this Policy;
- (b) special or unusual conditions may require further precautions and actions in the interest of competitor or spectator safety; and
- (c) it is the Event Organiser's responsibility to ensure that they are suitably covered for risks associated with the event.

## 8.2 Indemnity and release

The Event Organiser shall release, hold harmless and indemnify TA and its officers, directors, employees and agents in any way connected with the sanctioning process or the conduct of the event from all claims, loss and liabilities (including claims in negligence against them) made or incurred by the event organiser or any other person in respect of the conduct or sanctioning, including any rejection or withdrawal of sanctioning of the event, including (but not limited to) for example:

- (a) personal or property damage to participants and spectators;
- (b) injury or illness to, or disease or death of any person (including without limitation any officer, employee, agent or invitee of TA);
- (c) fraud, dishonesty, defamation, breach of copyright, trade mark or patent by any person; and
- (d) economic or other loss incurred by the Event Organiser, sponsors or others associated with the conduct or marketing of the event.

## 9. PAYMENTS AND POST-EVENT REPORTING

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- (a) All post event reporting (including incident report) must be completed within 14 days of an event taking place.
- (b) The participant data referred to in **clause 7(a)** must be uploaded to TA in the appropriate format, as directed by TA, within 14 days of the event.
- (c) If the event holds the status of Australian Qualifier or Australian Championship, then full results must be forwarded to TA in the required format within 7 days of the event.
- (d) TA must be advised as soon as practicable after an event, and in any event no later than 14 days following the event, of any possible insurance claims arising from the event by contacting the State Sanctioning Officer

## 10. WITHDRAWAL OF SANCTIONING

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### 10.1 Withdrawal of sanction

- (a) TA may at any time, and at its absolute discretion, withdraw sanctioning for any reason whatsoever, by providing the Event Organiser 14 days' notice in writing.
- (b) TA may withdraw sanctioning immediately by notice in writing to the Event Organiser where:
  - (i) the Event Organiser breaches one or more provisions of this Policy; or
  - (ii) the Event Organiser does not provide all documentation required by the Online Sanctioning Portal.
- (c) The consequences of proceeding with an event after sanctioning approval has been withdrawn are:
  - (i) the event is no longer endorsed by TA;
  - (ii) any TA insurance and indemnities that formerly covered the Event Organiser, its officials, competitors and interested parties, will be null and void;
  - (iii) all TA Officials must remove themselves from the field of play and take no further part in the event; and
  - (iv) prior to race start all competitors must be notified of the withdrawal of sanctioning decision and its consequences, to the satisfaction of the Technical Delegate

### 10.2 Changes to the event

- (a) Sometimes, for reasons beyond the immediate control of the Event Organiser, a race is affected by an unlikely and uncontrollable hazard, such as a major storm, flood or lightning. Similarly, there may be insufficient event staff available to

safely control the race in accordance with the original sanctioning agreement. The first response to these situations should be to enact the Contingency Plan that was submitted with the sanctioning application, and any resultant decisions should be made in consultation with the Technical Delegate.

- (b) If the Race Director decides to proceed with the event in a modified format that is acceptable to the Technical Delegate, or to cancel the event, then all insurances will remain valid. On rare occasions, despite ongoing consultation, there may be disagreement between the Race Director and the Technical Delegate as to whether the event can proceed safely, even in a modified form. On these occasions, the following protocol shall apply:
  - (i) **Event of National Significance** – set up immediate meeting with a Risk Committee. For this level of event the members invited are: Technical Delegate, Race Director, TA National Events Manager and/or TA CEO
  - (ii) **State Championship or State Series** - set up immediate meeting with a Risk Committee. For this level of event the members invited are: Technical Delegate, Race Director, TA National Events Manager and/or STTA Executive Director.
  - (iii) **Any other event** - set up immediate meeting with a Risk Committee. For this level of event the members invited are: Technical Delegate, Race Director, STTA Executive Director (or if uncontactable, the TA Events Manager)
- (c) The number of Risk Committee members required to achieve quorum shall be three. Both the Technical Delegate and the Race Director are required to attend the meeting. Advice should also be taken from the event's sanctioning officer, but that person shall not be included in the number of members required to achieve quorum. If the Race Director intends to proceed with the event not respecting decision of the risk committee then it may result in immediate sanctioning withdrawal. If it is decided to withdraw sanctioning approval then the Technical Delegate shall advise the Race Director that TA sanctioning has been withdrawn.

### 10.3 Breaches and violations

TA reserves all of its rights in law and under the TA Constitution, against any person or organisation, including the Event Organiser, which breaches any of the conditions of this Policy.

## ANNEXURE A

The Risk Management Plan must generally follow the principles of risk management, as outlined in the current Australian Standard on Risk Management [September 2017 this was [AS/NZS ISO 31000:2009](#)] and comply with any requirements of TA as determined from time to time or otherwise as provided on the TA website.

The purpose of the Risk Management Plan includes to:

1. minimise potential liability of the Event Organiser for the delivery of the event as a result of poorly managed event activities;

2. improve governance practices and ensure compliance responsibilities are observed and complied with;
3. reduce the incidence of injury to participants, volunteers and other persons associated with event activities;
4. enhance the reputation of TA, the Event Organiser and the event; and
5. increase the likelihood the event can continue regardless of unplanned for occurrences arising.

The Risk Management Plan will involve the following steps:

6. Establishing the risk context to gain an understanding of the external factors (such as social standards) and the internal factors (such as goals, relationships, activities and capabilities) that affect risk management.
7. Identifying risks to which the event, athletes, participants and other stakeholders are exposed (what things can arise, how and why).
8. Assessing and evaluating risks by considering sources of risk, existing controls, likelihood, and consequences, to determine the levels of risk that exists and whether the level of risk is acceptable or unacceptable.
9. Treating risks to determine whether the level of risk is acceptable or unacceptable and if unacceptable, to reduce, avoid, transfer or finance the risk.
10. Communication and Monitoring and Review – the above steps of the risk management process are supported by the ongoing activities of communication and monitoring and review.

## **ANNEXURE B**

### **1. Privacy Collection Notice**

The personal information you have provided in your entry to the event is collected, used and disclosed in accordance with the Event Organiser's privacy policy (available from [www.triathlon.org.au](http://www.triathlon.org.au)). The Event Organiser may use and disclose your personal information for the purposes of conducting and administering the Event and other related activities across Australia, including providing you with event services or promotional and marketing material, direct marketing, complying with its legal obligations or otherwise in accordance with the Event Organiser's privacy policy. The Event Organiser may share your personal information, including contact details, date of birth, gender, qualifications or communication history, with third parties such as Triathlon Australia Ltd and other companies engaged to carry out functions and activities on the Event Organiser's behalf, including direct marketing, or otherwise in accordance with Event Organiser's privacy policy. Your personal information will not generally be disclosed overseas. The Event Organiser's privacy policy contains information about how you may access and request correction of your personal information held by the Event Organiser or make a complaint about the handling of your personal information, and provides information about how a complaint will be dealt with by the Event Organiser. Your entry may be rejected if the information is not provided. If you do not wish to receive promotional material from the Event Organiser, Triathlon Australia Ltd,



the Event Organiser's sponsors or third parties you must advise us via email or telephone or via the specific opt-out procedures provided in the relevant communication.

## 2. Participant Information

Participant information TA requires Event Organiser to provide

First Name

Last Name

TA Membership Number (if applicable)

Date of Birth

Gender

State or Territory

Postcode

Discipline

Email Contact (optional)

First Name	Last Name	TA Membership number	Date of Birth	Gender	State or Territory	Postcode	Discipline	Email Contact
Jane	Doe	TA007	15/04/1985	Male	NSW	2010	Sprint Triathlon	

The participant template can be downloaded from the Online Sanctioning Portal – Event Summary tab (at the end of the page) under the “Participants”. This is also where Event Organiser uploads the full participant’s list in required format.