



## Referee Code of Behaviour Agreement

Full Name: \_\_\_\_\_

### Code of Conduct

The referee code of behaviour is a positive document for all referees. It affirms a referee's support for the concepts of responsibility, trust, competence, respect, safety, honesty, professionalism, equity and fairplay.

As a representative referee you should:

Operate within the rules and spirit of your sport, promoting fair play over winning at any cost.

Encourage and support opportunities for people to learn appropriate behaviours and skills.

Treat each person as an individual.

Display control and courtesy to all involved with the sport.

Respect the rights and worth of every person regardless of their gender, ability, cultural background or religion.

Respect the athletes and behave in a manner that will encourage and support them to stay in the game.

Wherever practical, avoid unaccompanied and unobserved one-on-one activity (when in a supervisory capacity or where a power imbalance will exist) with people under the age of 18 years.

Adopt appropriate and responsible behaviour in all interactions.

Adopt responsible behaviour in relation to alcohol and other drugs.

Act with integrity and objectivity, and accept responsibility for your decisions and actions.

Ensure your decisions and actions contribute to a safe and positive environment.

Ensure your decisions and actions contribute to a harassment free environment.

Do not tolerate, encourage or endorse harmful or abusive behaviours.

Place the safety and welfare of the athletes above all else.

Any physical contact with a person should be appropriate to the situation and necessary for the person's skill development.

## **BETTING INTEGRITY & COMPETITION MANIPULATION**

### **Appendix to VNZ Codes of Conduct**

#### **1. PURPOSE**

**1.1.** Acknowledging the danger to sports' integrity from the manipulation of sports competitions, Volleyball New Zealand ("**VNZ**") states its commitment to safeguard the integrity of volleyball, including the protection of clean athletes and competitions.

**1.2.** VNZ declares its commitment to uphold and protect the integrity of sport, and fight against the manipulation of competitions, by adhering to the standards set out in the International Olympic Committee's ("**IOC**") Olympic Movement Code on the Prevention of the Manipulation of Competitions, and upholding the policies of the Fédération Internationale de Volleyball ("**FIVB**").

**1.3.** VNZ shall sanction any act(s) which is found to have breached this Appendix in accordance with VNZ's Disciplinary Regulations (in force at the relevant time).

#### **2. BETTING**

No participant shall make or receive a bet in relation to any competition they are involved with.

#### **3. INSIDE INFORMATION**

**3.1.** "**Inside information**" is any information relating to any VNZ competition that a participant possesses by virtue of his/her position in volleyball, excluding any information already published

or common knowledge, easily accessible to interested members of the public or disclosed in accordance with the rules and regulations governing the relevant competition.

**3.2.** No participant shall use Inside Information for the purposes of Betting, any form of manipulation of VNZ's competitions or any other corrupt purposes, whether by the participant or via another person (or entity).

**3.3.** No participant shall disclose Inside Information to any person and/or entity, with or without Benefit, where the Participant knew, or should have known, that such disclosure might lead to the information being used for the purposes of Betting, any form of manipulation of VNZ's competitions or any other corrupt purposes.

**3.4.** No participant shall give and/or receive any benefit for the provision of Inside Information, regardless of whether any Inside Information is actually provided.

#### **4. MATCH-FIXING & COMPETITION MANIPULATION**

**4.1.** A participant must not make any intentional arrangement, act or omission aimed at an improper alteration of the result or the course of a match, in order to remove all or part of the unpredictable nature of the competition.

**4.2.** For the avoidance of doubt, this includes the failure of a participant to perform to their best efforts, as determined by experts in the sport of volleyball.

#### **5. FAILURE TO REPORT**

**5.1.** A participant must report in accordance with VNZ's Whistleblower Policy, at the first available opportunity, full details of:

5.1.1. any approaches or invitations received by the participant to engage in conduct that could amount to a violation of this Appendix; and

5.1.2. full details of any incident, fact or matter that comes to the attention of the participant (or of which they ought to have been reasonably aware), including breaches that have been committed by another participant, which may be relevant information within this Appendix.

**5.2.** In the event a participant fails to comply with this obligation, he/she shall be subject to disciplinary action pursuant to these Betting Integrity Regulations.

#### **6. COOPERATION WITH AN INVESTIGATION**

**6.1.** A participant is obliged to cooperate fully with any investigation instigated by VNZ pursuant to this Appendix if requested in writing to do so.

**6.2.** A Participant's duty to cooperate includes complying with requests for the following types of information:

6.2.1. copies or access to all records relating to the alleged breach (such as without limitation telephone records, bank account, credit card and transaction details, internet and email records, betting account records, computer hard drives and other electronic information storage devices and documents); and/or

6.2.2. a written statement made by the participant setting out in detail all of the facts and circumstances of which they are aware with respect to the alleged breach of these Betting Integrity Regulations.

**6.3.** If the accused participant(s) fails to cooperate, VNZ's Disciplinary Body shall reach a decision on the case using the evidence in their possession. In addition, the Disciplinary Body may apply such failure as an aggravating factor.

**6.4.** It shall be an offence to obstruct or delay any investigation in relation to any possible breach of this Appendix by any participant, including (without limitation) concealing, tampering with or destroying any documentation or other information that may be relevant to that investigation and/or that may be evidence of or may lead to the discovery of evidence of conduct which may amount to a breach of this Appendix.

## **7. OTHER PROHIBITED CONDUCT**

**7.1.** No participant shall solicit, offer, induce, entice, instruct, persuade, encourage, pay for and/or facilitate the breach of this Appendix.

**7.2.** Any attempt by a participant, or any agreement by a participant with a party outside of the sport, to act in a manner that would be a breach of this Appendix, shall be treated as a breach whether or not such attempt or agreement was in fact successful.

**7.3.** A participant who authorizes, causes, knowingly assists, encourages, aids, abets, covers up or is otherwise complicit in any acts or omissions of the type described in this Appendix committed by their coach, trainer, manager, agent, family member, guest or other affiliate or associate, shall be treated as having committed such acts or omissions him/herself and shall be liable accordingly.

## **8. STANDARD OF PROOF**

**8.1.** The standard of proof in all cases brought pursuant to this Appendix is comfortable satisfaction.

**8.2.** Comfortable satisfaction means that, having heard all the evidence and using their knowledge and experience, the Disciplinary Body believes that the alleged breach has been proven to a standard that is more than on the balance of probabilities (i.e. it is more likely than not – the civil standard) but lower than proof beyond a reasonable doubt (the criminal law standard).

## **9. DEFENCES**

**9.1.** Where a participant seeks to rely on the existence of a 'compelling justification' to justify or excuse conduct pursuant to this Appendix which might otherwise amount to an offence, the burden shall be on that participant to adduce sufficient credible evidence to prove, on the balance of probabilities, that genuine and powerful reasons exist (or existed) to objectively justify their conduct, taking into account all the relevant circumstances.

**9.2.** It shall be a valid defence to any offence under this Appendix to prove, on the balance of probabilities, that the alleged offence was committed (and that, where applicable, it was not reported) due to the participant's honest and reasonable belief that there was a serious threat to their life or safety, or to the life or safety of any other person.

## **10. SANCTIONS**

**10.1.** VNZ has a general right to suspend any individual subject to this Appendix on an interim basis, or take any other such provisional measures as are felt appropriate pending the conclusion of an investigation. Such a decision shall be taken without a hearing.

**10.2.** At all times VNZ must consider the proportionality of any interim action taken.

**10.3.** When a participant is subject to provisional measures, VNZ shall use their reasonable endeavors to instigate, manage and conclude any proceedings pursuant to this Appendix as soon as reasonably practicable so as to minimize any potential prejudice to the participant.

**10.4.** Upon finding a breach(es) of this Appendix to have been proven, the Disciplinary Body shall be entitled to impose such penalties as they think fit. In determining the appropriate sanction, the Disciplinary Body shall be entitled to take account of aggravating and/or mitigating factors.

**10.5.** If the Disciplinary Body decides to impose a period of suspension, it shall take into account the length of any interim suspension already served by the participant.

## **11. CONFIDENTIALITY & PUBLICATION**

**11.1.** Save in exceptional circumstances where VNZ (acting reasonably) deems it necessary for the purposes of protecting the integrity of the sport and/or any of its participants (for example in circumstances where there is significant damaging and/or incorrect media speculation), VNZ shall not publicly identify any participant who is being investigated or is alleged to have committed an offence pursuant to this Appendix until he/she has been formally charged, at which point it shall be entitled to publicly announce the name of the participant charged and the offences with which he/she has been charged. Thereafter, VNZ shall not comment publicly on the specific facts of a pending case except in response to public comments made by (or on behalf of) the participant involved in the case or his/her representatives or where otherwise necessary to preserve the public confidence in the ability of VNZ to fight corruption in the sport.

**11.2.** Without prejudice to any form of privilege available in respect of any such publication, VNZ shall be entitled to publish as it thinks fit and through whatever channel, reports of any proceedings pursuant to this Appendix, or any written decision of the Disciplinary Body (in full or in a redacted form), whether or not it reflects adversely on the character or conduct of any participant. The participant shall be deemed to have provided their full and irrevocable consent to such publication.

## **12. LIMITATION PERIOD**

There shall be no statute of limitations applicable to this Appendix.

**I confirm that I have read and agree to the terms of this Appendix and the referee code of conduct, and will be held to account for my behaviors.**

**Name:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_