# **NZR Registration Regulation**

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# Part A - Regulations for Participant Registration

#### How this Regulation applies

- 1. This Regulation applies to all *Rugby Entities*, *Participants*, *Event Organisers* and *Entity Teams* and sets out the registration requirements and procedures for *Participants* participating in *Rugby* in New Zealand. This includes when participating in *Competitions* conducted under the jurisdiction of *NZR*, a *NZR Member* or an *Event Organiser*.
- 2. Words or phrases that are in *italics* have a specific meaning which is set out in Part C.
- 3. This Regulation may be amended by *NZR* from time to time.

#### Participants in Rugby must be Registered

- 4. A person that wishes to participate in *Rugby*, whether as a *Player*, Coach, Match Official, Team Manager or in some other capacity listed in Appendix 1, must be *Registered*.
- 5. When *Registered*, A *Participant* is linked to the *Rugby Entity* or *Entity Team* that they are a member of or otherwise affiliated with.
- 6. If a *Participant* wishes to transfer their *Registration* to another *Rugby Entity* or *Entity Team* then they will need to follow the requirements in clause 24, under the heading "How you can cancel or transfer a Registration".
- 7. If a *Participant* that is *Registered* as a *Player* plays for two *Clubs* or *Entity Teams* in the same *Competition* at the same time, then they may be subject to the sanctions or penalties contained in any regulation, rule or policy relating to the *Competition* or that otherwise applies to them.
- 8. *NZR* has arranged the <u>Accidental Injury Benefit Policy</u> (**Policy**). A *Participant* who is not *Registered* at the time they sustain an injury may not be eligible to receive a benefit under the Policy.

9. A *Rugby Entity* or *Entity Team* can only participate in a *Competition* if all its *Players* (including substitutes) and at least one Coach are *Registered*.

#### Responsibilities for ensuring Participants are Registered

- 10. It is the *Participant's* responsibility to obtain *Registration*. The *Registration* process is set out in clause 13.
- 11. *NZR Members* and *Event Organisers* are responsible for managing the registration process, set out in clause 13, for their respective *Competitions* including compliance with any applicable *NZR* policies (for example, <u>NZR Police Vetting Policy</u>).
- 12. If a *Rugby Entity, Entity Team* or *Event Organiser* allows a *Participant* to participate in a *Competition*:
  - (a) when not *Registered*; or
  - (b) without taking all reasonable steps to satisfy itself that the Participant is Registered;

then it may be subject to the sanctions or penalties contained in any regulation, rule or policy relating to the *Competition* or that otherwise applies to them.

#### The Registration Process

- 13. A *Participant* will be *Registered* when:
  - (a) they have completed an *NZR Registration Form* either electronically, through *Rugby Xplorer*, or physically, through their *Rugby Entity* or *Entity Team*;
  - (b) they have agreed to the <u>NZR Registration Terms and Conditions</u>;
  - (c) they have complied with the requirements of the <u>NZR Police Vetting Policy</u> if:
    - (i) they will be coaching or managing children under the age of 18; or
    - (ii) they as registering as a Referee;
  - (d) they have complied with any other requirement in this Regulation (for example, obtained an inbound international clearance in clause 25);
  - (e) they have paid all applicable fees and levies; and
  - (f) their details in the National Rugby Database includes a registration status of 'registered'.
- 14. The *Registration Process* must be completed for each *Competition* the *Participant* intends to participate in during a calendar year.
- 15. If a *Participant* is under 18 years of age at the time of completing the *Registration Process*, then a parent or guardian must complete it on their behalf.
- 16. If a *Participant* completes a physical *NZR Registration Form*, then:
  - (a) the *NZR Member* that the *Rugby Entity* is in membership with or affiliated to; or(b) the *Entity Team*;

must enter the *Participant's* details into the *National Rugby Database* according to the process specified by *NZR*.

- 17. A *Participant's* registration period starts on the date they are *Registered* and finishes at the end of 31 December in the same calendar year.
- 18. The *National Rugby Database* can be relied upon to prove a *Participant's Registration* status for any particular date.

#### **Registration Fees and Refunds**

- 19. The fees and levies associated with *Registration* are stated in the *NZR Registration Form* and may include:
  - (a) NZR or NZR Member fees or levies;

- (b) *Club* fees or levies;
- (c) Individual *Competition* fees or levies; and
- (d) Sanctioned Event fees or levies.
- 20. Registration fees and levies must be paid through *Rugby Xplorer* or to the *Rugby Entity, Entity Team* or *Event Organiser* directly, as stated in the *NZR Registration Form*.
- 21. A transaction fee will apply to online payments through *Rugby Xplorer*, with any applicable fees shown on the "Registration Summary" page and subject to periodic adjustment.
- 22. The process and requirements relating to refunds of registration fees and levies can be found in the <u>NZR Registration Terms and Conditions</u>.

#### How you can cancel or transfer a Registration

- 23. Cancellation:
  - (a) A *Participant* can cancel their *Registration* with a *Rugby Entity* or *Entity Team* by:
    - (i) obtaining its approval to cancel their *Registration*; and
    - (ii) completing any activities required (for example, returning uniforms or paying any money owing) for the *Rugby Entity* or *Entity Team* to provide their approval for cancellation under this clause.
  - (b) If a *Participant* has cancelled their *Registration* according to this clause and does not have another *Registration*, then the *National Rugby Database* will show their registration status as 'inactive'.
- 24. Domestic Clearances:
  - (a) This clause 24 does not apply to the extent that the <u>NZR Domestic Competition Regulations</u> applies to a *Player*.
  - (b) A *Player* who is *Registered* that wishes to move *Club*, or to or from an *Entity Team*, must initiate a clearance request via *Rugby Xplorer* according to any clearance policy that applies to them. The approval process for the clearance will take place within *Rugby Xplorer*.
  - (c) A *Player* who is *Registered* must obtain a clearance before they can participate in a *Competition*, that is not a *Sanctioned Event*, with the *Club* or *Entity Team* they wish to move to. If they do not, then clause 12 applies.
  - (d) A *Player* who is *Registered* must obtain a clearance before they can participate in a *Sanctioned Event* with a *Rugby Entity* different to the one they are *Registered* with. If they do not, then clause 12 applies.
  - (e) A *Player* who is *Registered* is not required to obtain a clearance before they can participate in a *Sanctioned Event* with an *Entity Team*.
  - (f) Any dispute about a *Player* obtaining a clearance under sub-clause (b) must be resolved according to, in the following order:
    - (i) the clearance policy that applies; or
    - (ii) another dispute resolution process that applies (for example, in the constitution of the *Club*, *Entity Team* or *NZR Member*).
- 25. International Clearances:
  - (a) A *Player* wishing to transfer from an *International Rugby Body* to a *Club* or *Entity Team* within New Zealand:
    - (i) is responsible for obtaining an International Clearance; and
    - (ii) cannot be *Registered* or participate in a *Competition* until *NZR* has received a completed *International Clearance*.
  - (b) A *Player* wishing to transfer to an *International Rugby Body* from New Zealand is responsible for obtaining an *International Clearance* from *NZR*.

#### How can NZR or a NZR Member cancel or suspend your Registration

- 26. *NZR*, a *NZR Member* or an *Event Organiser* has the right to suspend or cancel a *Participant's Registration* at any time for any reason, including but not limited to:
  - (a) Where false, misleading, or inaccurate information has been provided as part of the relevant *Registration Process*;
  - (b) The *Participant* is currently suspended (provisionally or otherwise) from participation in *Rugby* or any other World Anti-Doping Agency (**WADA**) compliant sporting code or under investigation in relation to potential doping by a *Rugby Entity* or *International Rugby Body* or other WADA compliant sporting code;
  - (c) Where the *Participant* is under investigation by the New Zealand Police or any other government authority or is the subject of ongoing criminal proceedings for any offence(s) that *NZR* or a *NZR Member* deems is of such a nature and seriousness as to present a risk to any other *Participant* or the reputation of *NZR*, any other *Rugby entity* or *Rugby* at large;
  - (d) according to the <u>NZR Police Vetting Policy</u>;
  - (e) Where the *Participant* is alleged to have acted in a way that is contrary to the constitution, rules, regulations, bylaws or policies of *World Rugby*, *NZR*, or the relevant *Rugby Entity*,
  - (f) Where the *Participant* is alleged to have outstanding debts or liabilities to a relevant *Rugby Entity* and it is considered necessary in all the circumstances of the matter to suspend or cancel their registration; and/or
  - (g) Where an *International Clearance* is required but has not been obtained.
- 27. Where *Registration* is cancelled:
  - (a) according to clause 26(a) or 26(g), then it will be deemed to be void and invalid from the date *Registration* commenced and if the *Player* has played for the *Rugby Entity* then clause 12 applies;
  - (b) according to any other subclause of clause 26 then it will be cancelled with effect from the calendar day following the date of notice of such cancellation.
- 28. If any work permit visa or other permit or consent required by law to live and/or work in New Zealand expires, is cancelled or revoked then a *Participant's Registration* is automatically cancelled with effect from the next calendar day.

#### How to interpret this Regulation

- 29. Subject to Rule 10 of the <u>NZR Constitution</u>, any dispute as to:
  - (a) the meaning or interpretation of this Regulation; or
  - (b) any matter or question relating to registration not provided for in this Regulation,

will be determined by NZR.

### Part B – Definitions and Interpretation of Regulation

#### Definitions

- 1. For the purposes of this Regulation, the following definitions shall apply:
  - (a) **Affiliated Union** means a body so named in, or admitted pursuant to, the <u>NZR Constitution</u> as being an Affiliated Union;
  - (b) **Associate Member** means a body so named in, or admitted pursuant to, the <u>NZR</u> <u>Constitution</u> as being an Associate Member;
  - (c) Club means any club, entity, school, educational institution or other association that is a member or otherwise affiliated, directly or indirectly, with *NZR* or an *NZR Member* but does not include an *Entity Team*.
  - (d) **Competition** means any match played as part of either:
    - (i) a structured competition or series, held over a number of weeks, including a trial match, a friendly match, or representative match involving a *Rugby Entity* or an *Entity Team*, or
    - (ii) a *Sanctioned Event*.
  - (e) **Entity Team** means an association, incorporated entity, organisation, team or group of persons registered pursuant to an applicable *NZR* policy that wish to play and train but not necessarily form, or be part of, a *Club*, regular *Competition* or *Sanctioned Event*.
  - (f) **Event Organiser** means organisations, other than *NZR* or an *NZR Member*, that is authorised by *NZR* to conduct *Rugby*, programs, events and/or *Competitions* in New Zealand.
  - (g) **International Rugby Body** means a club or other body based in a foreign nation and affiliated with the national Rugby Union of that nation.
  - (h) International Clearance means the written consent (in the standard form) authorising a *Player* to participate in *Rugby* in a new national Rugby Union at the request of such new national Rugby Union and signed by the *Player's* current and new national Rugby Unions according to <u>World Rugby Regulation 4 Player Status</u>, <u>Player Contracts and Player Movement</u>.
  - (i) **National Rugby Database** means *NZR's* electronic national player registration database.
  - (j) **NZMRB** means the New Zealand Māori Rugby Board Incorporated, the incorporated society by that name established by *NZR* which is a constitutional member of *NZR*, or such other body representing the interests of Māori *Rugby* as approved by *NZR* from time to time.
  - (k) NZR means New Zealand Rugby Union Incorporated.
  - (I) NZR Member means an Affiliated Union, an Associate Member and/or the NZMRB.
  - (m) **NZR Registration Form** means a form, approved by *NZR*, this is allowed to be used by a *Participant* in order to complete the Registration Process.
  - (n) **Participant** means *Player*, match official, selector, coach, trainer, manager, team official, or an individual involved in the organisation, administration or promotion of *Rugby* including a director, officer or employee of a *Rugby Entity*.
  - (o) **Player** means a player of the game of *Rugby*.
  - (p) **Registration** (or **Registered**) means a *Participant* who has completed the *Registration Process* for a *Registration Role* and *Registration Type*.
  - (q) **Registration Process** means the process in clause 13.
  - (r) **Registration Role** means the registration option(s) available to a *Participant* as specified in Appendix 1 and included on the *NZR Registration Form*.
  - (s) **Registration Type** means the registration option(s) available for a *Registration Role* to reflect the form of *Rugby* offering available to that relevant *Registration Role* as specified in Appendix 1 and included on the *NZR Registration Form*.
  - (t) **Rugby** means the game of rugby union football, governed by World Rugby of which *NZR* is a member.

- (u) **Rugby Entity** means *NZR*, a *NZR Member* or any *Club* in membership or affiliation with *NZR* or a *NZR Member*.
- (v) **Rugby Xplorer** means online player registration and competition management platform used by *NZR*.
- (w) **Sanctioned Event** means short-term specific events, tournaments, and/or matches conducted by an *Event Organiser* that has received formal approval
- 2. In this Regulation, unless the context otherwise requires:
  - (a) headings are for ease of reference only and will not be deemed to affect the interpretation of this agreement;
  - (b) the singular includes the plural and the plural includes the singular;
  - (c) references to any document (however described) are references to that document as it exists from time to time whether on paper or in an electronic form;
  - (d) references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it and any subordinate legislation made under it;

## **Appendix 1 – Registration Roles, Types and Eligibility**

#### Registration Roles and Types

- 1. The following Registration Roles are available:
  - (i) Player,
  - (ii) Coach;
  - (iii) Match Official;
  - (iv) Team Manager;
  - (v) Supporter; and/or
  - (vi) Participant.
- 2. The following *Registration Types* are available:
  - (a) *Registration Types* for the *Registration Roles* of *Players*, Coaches, Team Managers are as follows:
    - (i) Senior Mens Premier
    - (ii) Senior Mens Non-Premier
    - (iii) Senior Colts
    - (iv) Senior Womens Premier
    - (v) Senior Womens Non-Premier
    - (vi) Senior Non Contact
    - (vii) Teenage Boys Contact
    - (viii) Teenage Boys Non Contact
    - (ix) Teenage Girls Contact
    - (x) Teenage Non Contact
    - (xi) Junior Contact
    - (xii)Junior Non Contact
  - (b) *Registration Types* for *Registration Role* of Match Officials are as follows:
    - (i) Referee
    - (ii) Referee Coach
    - (iii) Referee Assessor
    - (iv) Referee Administrator
    - (v) Referee Supporter
    - (vi) Associate Referee
  - (c) *Registration Types* for the *Registration Role* of Volunteer/Supporter are:
    - (i) First Aider
    - (ii) Ground Controller
    - (iii) Administrator
    - (iv) Volunteer
    - (v) Supporter

#### Eligibility

- 3. The following minimum eligibility requirements for registration apply:
  - (a) Persons aged over 19 years old cannot register as a Player for a Registration Type relating to "junior" or "teenage" rugby;
  - (b) Only persons aged 16 years and over may register as a Player for a Registration Type relating to "senior" rugby and any person aged 16, 17 or 18 years old must obtain approval, if required, according to NZR's policy for Age to Play Senior Rugby Policy;
  - (c) In order to register for the Registration Role of Coach, a person must:
    - (i) If they are intending to coach Players aged 13 years or above, meet any applicable requirements of NZR's Rugbysmart Safety Course For Referees and Coaches Policy; or

- (ii) If they are intending to coach Players aged 12 years or younger, obtain (if they do not already hold) the applicable Small Blacks accreditation;
- (d) In order to register for the Registration Role of Referee, a person must meet any applicable requirements of NZR's <u>Rugbysmart Safety Course for Referees and Coaches Policy</u>.