

NZR Registration Terms and Conditions

- 1) Unless otherwise stated, terms in this document shall have the same meaning as defined in the New Zealand Rugby (NZR) Registration Regulations.
- 2) These terms and conditions shall be governed by and construed in accordance with the laws of New Zealand. These terms and conditions may be amended by NZR from time to time at its discretion. You can view the most recent version of the terms and conditions on the NZR website.
- 3) By completing the Registration Form, you (or if the Participant is under 18 years of age, the Participant's parent or legal guardian on their behalf):
 - a) Represent that where you have provided information:
 - i) that you have taken all reasonable steps to ensure that it is correct;
 - ii) that it is true and accurate to the best of your knowledge and belief;
 - b) Consent to the information you provide being used and/or disclosed as required or permitted by law and for the purposes specified in either the Privacy Statement outlined below or the NZR Privacy Policy, including being utilised by clubs, schools, Provincial Unions, Super Rugby Clubs and us to administer Rugby, deal with injury and insurance matters and provide rugby activities and rugby-related services, offers and information. A copy of the NZR Privacy Policy is available [here](#);
 - c) Agree that you will comply with, and abide by, all the rules and regulations which govern Rugby, including:
 - i) World Rugby Laws of the Game and Regulations (<https://www.world.rugby>);
 - ii) the NZR constitution, rules, regulations, bylaws and policies (including but not limited to NZR Anti- Doping Regulations, NZR Illicit Drug Regulations, NZR Domestic Safety Law Variations, NZR Police Vetting Policy Rugby etc.) governing NZR sanctioned competitions and events, available [here](#) and which may be amended from time to time; and
 - iii) the constitution, rules, regulations, bylaws and policies of the relevant Provincial Union with jurisdiction and control over the competition or event being registered for;
 - d) Warrant that you have fully disclosed any ongoing disciplinary proceedings conducted, or suspension that you may be serving imposed by NZR, any Provincial Union or other body in membership with or affiliated with NZR or Provincial Union or World Anti-Doping Agency (WADA) compliant sporting body, and acknowledge and accept that you have a continuing obligation to disclose any such matters to NZR, your Provincial Union or other body in membership with or affiliated with NZR or your Provincial Union as soon as practicable whilst registered;
 - e) Agree to pay all fees, including but not limited to, registration fees;

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- f) Acknowledge that NZR or a Provincial Union reserves the right, in its sole discretion, to refuse, suspend or cancel registration (in part or in full) at any time, including, but not limited to where:
- i) false, misleading or inaccurate information has been provided as part of the registration process by you, or any other person acting on your behalf;
 - ii) you are 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 body or other WADA compliant sporting code;
 - iii) you are:
 - (1) under investigation by the New Zealand Police (**Police**) or any other statutory authority;
 - (2) the subject of ongoing criminal proceedings for any offence(s) or have been convicted of any offence(s) that NZR deems is of such a nature and seriousness as to present a risk to any other Participant or to the reputation of NZR, any Provincial Union or any other body in membership with or affiliated with NZR or a Provincial Union;
 - iv) it is alleged that you have acted in a way that is contrary to any of World Rugby’s, NZR’s or the relevant Provincial Union’s applicable constitution, rules, regulations, bylaws and policies;
 - v) it is alleged that you have outstanding debts or liabilities to another rugby entity and it is considered necessary in all the circumstances to refuse, suspend or cancel registration;
 - vi) you otherwise breach these Terms and Conditions.
- g) Acknowledge and agree that where a refund for a registration is requested this must comply with and will be processed in accordance with the NZR Registration Regulations.

Acknowledgement of Risk

- 4) By completing the Registration Process or participating in the Game you (or if the Participant is under 18 years of age, the Participant’s parent or legal guardian on their behalf) acknowledge that Rugby is a contact sport and as such there are risks associated with participating in Rugby, in particular the risk of injury.
- 5) To the extent permitted by law, you (or if the or if the Participant is under 18 years of age, the Participant’s parent or legal guardian on their behalf) assume the risks associated with participating in Rugby and, in doing so, waive all claims for any liability against NZR, any

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Provincial Union and any associated rugby entity and release them from any liability arising whilst the Participant is participating in Rugby.

Privacy Statement

- 6) By completing the Registration Process, you (or if the Participant is under 18 years of age, the Participant's parent or legal guardian on their behalf) authorise the collection, use and disclosure of your personal information for the purposes specified in the NZR Privacy Policy. Failure to complete the Registration Process (or providing incorrect information) may result in you being ineligible to participate in Rugby in New Zealand or receive rugby-related services or benefits provided by or through NZR.
- 7) You (or if the Participant is under 18 years of age, the Participant's parent or legal guardian on their behalf) have rights to access (and correct) such personal information as provided for in the Privacy Act 2020 and as outlined in the NZR Privacy Policy.
- 8) You (or if the Participant is under 18 years of age, the Participant's parent or legal guardian on their behalf) irrevocably consent to NZR, any Provincial Union or other body in membership with or affiliated with NZR or Provincial Union taking, recording and using footage, film, video, images, photographs and audio which may feature you and using your name, likeness and identity in any form or medium (including online or in print) in connection with:
 - a) training and education purposes;
 - b) research activities; and
 - c) competition management, promotion and administrative purposes (such as in disciplinary proceedings).
- 9) You acknowledge that NZR has chosen to implement Rugby Xplorer as the sole means of managing registrations and competitions related to the Game in New Zealand. If you decide to cancel or otherwise terminate access to Rugby Xplorer or have your access cancelled, terminated or suspended, you will be ineligible to participate in Rugby in New Zealand or receive rugby-related services or benefits provided by or through NZR. Upon termination, your access to the system will be revoked, and any data associated with your account may be deleted, subject to Rugby Xplorer's Terms of Service, available [here](#).

Police Vetting

- 10) If you are required to be vetted by the Police, you will provide the information requested which will generally be, but not limited to, a driver licence number. If you do not have a driver licence or further information is required from you, your Provincial Union may contact you on behalf of the Police and request further information to authenticate your identity.

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- 11) You (or if the Participant is under 18 years of age, the Participant's parent or legal guardian on their behalf) expressly authorise:
 - a) the disclosure of your personal information held by NZR to the Police; and
 - b) the disclosure of your personal information held by the Police to NZR,both for the purpose of Police vetting in accordance with these terms and conditions.
- 12) The Police may release any information they hold if relevant to the purpose of this vetting request, which includes, but is not limited to:
 - a) conviction histories and infringement/demerit reports;
 - b) active investigations charges and warrants to arrest;
 - c) charges that did not result in a conviction including those that were acquitted, discharged without conviction, diverted or withdrawn;
 - d) any interaction you have had with Police considered relevant to the role being vetted, including investigations that did not result in prosecution;
 - e) information regarding family violence where you were the victim, offender or witness to an incident or offence; and
 - f) information subject to name suppression where that information is necessary to the purpose of the vetting request.
- 13) If you are eligible under the Criminal Records (Clean Slate) Act 2004, your conviction history will not be released unless:
 - a) Section 19(3) of the Clean Slate Act applies to this request (exceptions to the clean slate regime); or
 - b) Section 31(3) of the Vulnerable Children Act 2014 applies to this request (safety checks of core children's workers).
- 14) The Police may disclose newly obtained relevant information to NZR after the completion of the Police vetting in the disclosure of the newly-obtained information is considered to be justified under the Privacy Act 2020 (for example, if it had existed or been available at the time of the Police vetting, it would have been disclosed; and the Police has taken steps to confirm that the purpose of the Police vetting still exists – i.e. that you got the role which required Police vetting and are still employed or engaged in that role).
- 15) Information provided in this Registration Form may be used to update Police records.
- 16) You are entitled to a copy of the vetting result released to NZR and can seek a correction by contacting the Police.
- 17) NZR will securely dispose of the consent form, copies of identification documents and the vetting result within 12 months of receiving the result unless a longer retention period is required.

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18) You may withdraw this consent, prior to Police's disclosure of the vetting results, by notifying NZR. However, should such consent be withdrawn then you will be ineligible to be registered for those registration types requiring vetting. This could mean that you will be ineligible to participate in Rugby in New Zealand or receive rugby-related services or benefits provided by or through NZR.