

GymSports NZ Incorporated

Membership Data Regulation

**Commencement Date
23 January 2009**

Issued 23 January 2009

GymSports New Zealand Incorporated

Membership Data Regulation

1. Purpose and Status of Regulation

- 1.1 GymSports NZ has established and will maintain a national database of Members and their parents/guardians/caregivers (“Related Contacts”). This Membership Database will record personal information about individuals who are Club Members (and their parents/guardians/caregivers), Life Members, Honorary Members, Technical Members, Administrative Members and any other Category of Membership of GymSports NZ as determined by the Board.
- 1.2 The Membership Database will record the following personal information for each individual Member: Name, Category of Membership, Date(s) of Joining, period(s) of membership, gender, date of birth, ethnicity (optional), school (if applicable), contact details (address, phone, and email), emergency contact(s), details of any medical conditions provided about a Member, and any other details as agreed by the Member or their Related Contacts. For individual Members under the age of 18 years at the Date of Joining, the Database will also record the name, telephone number(s), and relationship of that individual’s Related Contacts.
- 1.3 The purposes of the Membership Database are to:
- Assist Member Clubs to comply, and ensure GymSports NZ complies, with the Incorporated Societies Act 1908 by having a register of their members, and with the Privacy Act 1993.
 - Communicate efficiently and effectively with individuals who are Members of GymSports NZ, or are participating in, Gymsports in New Zealand.
 - Determine the amount of membership fees due to GymSports NZ.
 - Find out information about Members to better understand their needs and preferences and to ensure the strategies and programmes of GymSports NZ are appropriate to meet their expectations.
 - Enable GymSports NZ and Member Clubs to seek funding and sponsorship to support the sport of Gymsports nationally and locally, whilst protecting the privacy of individuals.
 - Establish a Database that can be used by Member Clubs for their own purposes.
- 1.4 This Regulation was adopted by the Board on 23 January 2009 in accordance with Rule 25 (Regulations) of the Constitution.

2. Commencement Date

- 2.1 This Regulation, as updated, shall take effect and come into force on 23 January 2009.

3. Definitions

- 3.1 Every reference to the Constitution shall mean the GymSports NZ Constitution unless specified otherwise.
- 3.2 The words and phrases used in this Regulation shall have the same meanings as defined in the Constitution unless specified otherwise.
- 3.3 In the case of persons under 18 years of age, every reference to an individual includes (where applicable) that individual and/or their Related Contacts.
- 3.4 The following words and phrases used in this Regulation shall mean as follows:

“Administrative Member” means a person who is deemed to be a member in accordance with Rule 9.2 of the Constitution.

“Authorised Persons” means those individuals who have been nominated by the Member Club, approved by the GymSports NZ Privacy Officer, and allocated a password for the Membership Database in accordance with clause 5.1 of this Regulation.

“Category of Membership” means either the category of membership of GymSports NZ specified in Rule 4 (Members) of the Constitution or the categories of GymSports NZ Club Membership specified in Annexure 2, as applicable.

“Club Member” means a person or organisation that is a member of a Member Club.

“Date(s) of Joining” means the date or dates in each calendar year on which an application for membership of a Member Club and/or GymSports NZ is accepted by the Member Club or GymSports NZ. For the purpose of this Regulation, the Database may record all dates on which a member has previously joined a Member Club or GymSports NZ.

“GymSports NZ Staff” means all employees of GymSports NZ.

“Honorary Member” means an individual who has been granted honorary membership of GymSports NZ in accordance with Rule 6.2 of the Constitution.

“Inactive Member” means an individual Club Member or GymSports NZ Member listed on the Membership Database who resigns as a Member, or is no longer a current financial Member, or has their membership of a Member Club or GymSports NZ terminated as noted in clause 6.9 of this Regulation.

“Life Member” means an individual who has been granted life membership of either GymSports NZ in accordance with Rule 6.1 of the Constitution, or a Member Club in accordance with its constitution.

“Member” has the meaning set out in Rule 4.1 of the Constitution. It includes: Member Clubs, Life Members, Honorary Members, Associate Members, Club Members, Technical Members, Administrative Members, and any other Category of Membership as determined by the Board.

“Member Club” means a club that is a member of GymSports NZ as defined in Rule 5 of the Constitution.

“Member Information” means information about an individual Member of GymSports NZ and includes their Name, Category of Membership, Date(s) of Joining, period(s) of membership, gender, date of birth, ethnicity (optional), school (if applicable), contact details (address, phone, and email), emergency contact(s), details of any medical conditions provided about a Member, and any other details as agreed by the Member or their Related Contacts. For individual Members under the age of 18 years at the time of joining the Member Club, this will include the name, telephone number(s), and relationship of that individual’s Related Contacts.

“Membership Database” and **“Database”** means the database of Member Information collected and held electronically by GymSports NZ in accordance with this Regulation.

“Membership Form” means the GymSports NZ Membership Form set out in Annexure 1 and any subsequent amendments made to it by GymSports NZ.

“Minor Non-Compliance” means any act, omission, or failure to comply with this Regulation which is not regarded as Serious Non-Compliance.

“Name” means the full name (title, first name, and surname) of an individual.

“Related Contacts” means the parent(s), guardian(s), or caregiver(s) of any Club Member who is under 18 years of age at the time the Membership Form is completed for that Club Member.

“Serious Non-Compliance” means any act, omission, or failure to comply with this Regulation, done knowingly or recklessly, which threatens or causes harm to the integrity of the Membership Database as described in clause 8.1 of this Regulation and includes the failure of any Member Club to use the Membership Form. Any act, omission, or failure to comply that is done on more than one occasion may amount to Serious Non-Compliance even if that act, omission, or failure might otherwise be regarded as a Minor Non-Compliance.

“Software Licence(s)” means the licence or licences to use the software for the Membership Database which has been agreed to and purchased by GymSports NZ and the Member Clubs. The term of the licence(s) and any renewal will be determined by the software provider in agreement with GymSports NZ.

“Technical Member” means a person who is a judge, coach or other official that is accepted as a member of GymSports NZ in accordance with Rule 9.1 of the Constitution.

“Term” means the primary school term dates as prescribed by the New Zealand Ministry of Education.

“Urgent Request” means a request made by an individual for urgent access to his or her Member Information held in the Membership Database.

4. Scope of Regulation and Amendment

- 4.1 **Scope:** This Regulation applies to all Members of GymSports NZ as defined in Rule 4 of the Constitution and all GymSports NZ staff, contractors, or other Authorised Persons who are given access to the Membership Database in accordance with this Regulation.
- 4.2 **Amendment:** This Regulation may be amended by the Board in accordance with Rule 25 (Regulations) of the Constitution provided such amendments are not inconsistent with the Constitution.

5. Authorised Persons

- 5.1 **Appointment:** As soon as practicable and by no later than 29 May 2009, each Member Club must select two people who will be responsible (on behalf of their Member Club) for using and entering Member Information into the Membership Database on behalf of their Member Club, and for updating that information if required to do so under this Regulation. The Names of these people must be submitted to the GymSports NZ Privacy Officer for approval and, if approved, and the Terms & Conditions in Annexure 3 are agreed by those people, they will each be issued with a personal password that they can use to access the Membership Database. If a Member Club requires additional Authorised Persons they must contact the GymSports NZ Privacy Officer to obtain approval to arrange further Authorised Persons.
- 5.2 **Replacement:** If a Member Club wishes to change their Authorised Persons the Name(s) of those persons must be submitted to the GymSports NZ Privacy Officer for approval and, if approved, and the Terms & Conditions in Annexure 3 are agreed, they will each be issued with a password for the Membership Database.

6. Member Information

- 6.1 **Condition of Membership:** It shall be a condition of membership of all Member Clubs and of GymSports NZ that all Member Clubs, Club Members, Technical Members, and Administrative Members must supply all the information requested on the Membership Form (Member Information) in accordance with clause 6.2 of Regulation (except for the information which is expressly stated to be optional on the Membership Form or to be completed by the Club or GymSports NZ). If the

Member Information is not supplied in accordance with clause 6.2 then, subject to clause 6.10 (Objection to Supplying Information), the application for membership must be declined and the Club shall request full completion of the Form by the applicant.

- 6.2 **Membership Form:** From **1 January 2009**, all Member Clubs must use the Membership Form to collect Member Information from Club Members, unless otherwise agreed in writing by the Board of GymSports NZ.
- 6.3 **Provision in Rules:** As soon as reasonably practicable and by no later than **1 June 2009** (or some other date agreed in writing with GymSports NZ) each Member Club shall, by a rule or rules in its constitution, require its Club Members to supply their Member Information using the Membership Form upon joining and renewal of membership. Each Member Club shall take such steps as are necessary to enforce such requirements.
- 6.4 **Data Entry:** As soon as practicable after Member Information is received using the Membership Form, each Member Club is required to supply to GymSports NZ the Member Information for each of its members by either:
- a. directly (through its Authorised Persons only) entering the Member Information electronically into the Membership Database, subject to clause 6.6 of this Regulation; or
 - b. providing GymSports NZ with the Member Information so that GymSports NZ can enter it into the Database.

Where the Member Club is directly entering the Member Information, this should be done on a regular basis and in accordance with clause 6.5. Where GymSports NZ is entering the Member Information this will be completed as soon as practicable within the available resources of GymSports NZ.

- 6.5 **Submission of Member Information:** Each Member Club shall submit the Member Information to GymSports NZ in the manner and format specified by GymSports NZ, which will usually be electronically. Each Member Club should submit the Member Information for each of its Club Members into the Database or to GymSports NZ (as applicable) by no later than 14 days before the last day of each Term.
- 6.6 **Software Licence & Training:** In order for a Member Club to directly access the Membership Database and enter data (including Member Information) directly in accordance with this Regulation, each Member Club must:
- a. obtain the Software Licence by paying the applicable licence fee to GymSports NZ; and
 - b. complete the GymSports NZ Membership Database training which explains how the Membership Database works and how the Authorised Persons can access and use the Membership Database (on dates as notified and specified to the Member Clubs by GymSports NZ). This training will be provided to all Member Clubs subject to GymSports NZ having sufficient available resources to do so.

- 6.7 **Access to Member Information:** The following parties may access Member Information on the Membership Database on the terms and conditions noted below.
- a. **GymSports NZ:** All GymSports NZ Staff have the right to access, use, and disclose Member Information in accordance with this Regulation.
 - b. **Authorised Persons:** Subject to clause 6.6 of this Regulation each Member Club, through its Authorised Persons, shall have the right (either directly or through GymSports NZ) to access, use, and disclose only that information on the Membership Database which is about its members.
 - c. **Technical Members:** From a date to be determined by the Chief Executive of GymSports NZ, all Technical Members will have the right to access, and edit their own Member Information provided that they have accepted the Terms & Conditions in Annexure 3.
 - d. **Members:** Any individual whose Member Information is recorded in the Membership Database may request a copy of such information by written notice to GymSports NZ Privacy Officer and/or their Member Club. GymSports NZ and/or the Member Club shall, upon receipt of such request in writing, respond to it as soon as practicable being no later than 20 working days after the day on which the request is received (unless it is an Urgent Request), and in accordance with the Privacy Act and any other applicable law. If an individual making a request for a copy of the Member Information makes an Urgent Request that individual shall give his or her reasons why the request should be treated as urgent.
- 6.8 **Change to Member Information:** Any individual whose Membership Information changes must notify their Member Club or GymSports NZ as soon as practicable. On receipt of such change notification, the Authorised Persons from the Member Club or GymSports NZ (whichever received the change notification) shall change the Membership Information on the Membership Database as soon as practicable being no later than 14 days after the receipt of the change notification, and in accordance with the Privacy Act and any other applicable law.
- 6.9 **Removal from Register:** Any individual Member listed on the Membership Database who does not renew, or resigns as a Member, or is no longer a current financial Member, or has their membership of a Member Club or GymSports NZ terminated, shall have their Member Information kept on the Membership Database as an Inactive Member for a maximum period of three years, unless the individual concerned requests GymSports NZ to remove their Member Information (which application must be made in writing to the Chief Executive of GymSports NZ with verifiable proof of their resignation, non-financial status, or termination). Upon receipt of this proof the individual's Membership Information shall be removed from the Membership Database by GymSports NZ as soon as practicable. Such removal shall not prevent GymSports NZ from retaining information relating to that membership that does not identify the individual concerned.
- 6.10 **Objection to Supplying Information:** Should any individual wishing to be a member of a Member Club and GymSports NZ object to providing any of the Member Information required by this Regulation the following process shall be followed:

- a. The individual concerned must advise their Member Club or GymSports NZ in writing of their objection and the reasons for it;
- b. On receiving an objection the Member Club or GymSports NZ must refer it to the GymSports NZ Privacy Officer;
- c. The Privacy Officer shall explain to the individual concerned the reasons for requiring the information and the consequences of failing to provide it; and

if the individual does not then withdraw the objection, the GymSports NZ Privacy Officer shall inform the Member Club and GymSports NZ of this fact, and the application for membership must be declined. If the individual concerned still wishes to become a member of a Member Club, the individual may submit a written request to the GymSports NZ Board seeking the Board's approval of their membership. The Board shall determine in its complete discretion whether or not to permit the Member Club to accept the individual as a member, notwithstanding the objection to supplying certain Member Information.

7. Purposes of Collection, Use and Disclosure of Information

- 7.1 All Member Information shall only be collected, used, and/or disclosed by GymSports NZ or Member Clubs for one or more of the following purposes as noted on the Membership Form:
- a. Processing applications for membership including notifying the Member Club and GymSports NZ of the information on the Membership Form for the purposes of the Member Club and GymSports NZ compiling a register of members, compiling a national database of members and participants (accessible only in accordance with the Constitution and Regulations of GymSports NZ), and for requesting the Member to renew if their membership lapses;
 - b. Putting the Member's name and contact information on the Member Club's membership list for use by other members of the Member Club;
 - c. Publishing any of the Member's Gymsports results in a Member Club's and/or GymSports NZ's newsletters and on GymSports NZ and/or Member Club websites;
 - d. Selecting and naming publicly competitors and teams to represent Member Clubs and GymSports NZ at Gymsports events;
 - e. Providing Members with information and activities relating to their Member Club and GymSports NZ and other Gymsports matters;
 - f. Including a Member's photograph or other imagery on Member Club and/or GymSports NZ websites, in newsletters, annual reports, or similar official publications;
 - g. Subject to clauses 7.3 and 7.4 of this Regulation, enabling Member Clubs and/or GymSports NZ to contact Members with information about the products and services of Member Club or GymSports NZ sponsors or funders (unless the Member has opted out of receiving such information on the Membership Form);

- h. Enabling the Club and GymSports NZ to comply with any statute, regulation, by-law or other regulatory instrument that requires collection or disclosure of an individual's personal information;
- i. Retaining the information provided on this form if a Member's membership lapses (as an inactive member) for a maximum period of three years for the above purposes; and
- j. Any other purpose as agreed to in writing.

7.2 In the event of any inconsistency between the purposes stated in clause 7.1 of this Regulation and the purposes stated on the Membership Form, the purposes found on the Membership Form shall prevail.

7.3 Where GymSports NZ wishes to contact Members to provide them with information relating to sponsors of GymSports NZ (in accordance with clause 7.1(g) of this Regulation), it must first notify all Member Clubs that it intends to do this at least 7 days prior to distributing any such information and such notice shall include the date scheduled for distribution.

7.4 If, following receipt of the notification in clause 7.3 any Member Club wishes to object to the proposed distribution it shall, as soon as possible and at least 2 days before the date scheduled for distribution, submit a written request to the GymSports NZ Board objecting to its Members receiving such information and provide detailed reasons for the objection. The Board shall consider the objection as soon as practicable and determine in its complete discretion whether or not to proceed with the distribution of information to Members of the Member Club. Pending resolution of the Member Club's objection, the information shall not be sent to the Members of the objecting Member Club. The decision of the Board will be notified to the Member Club as soon as practicable and if distribution is to proceed, then prior to such distribution. The decision of the Board is final and there is no right of review or appeal.

8. **Failure to Comply**

8.1 **Serious Non-Compliance:** Any Serious Non-Compliance will be dealt with in accordance with clause 8.3 of this Regulation. Such matters will be regarded as a breach in terms of Rule 11.3(a) (Discipline) of the Constitution.

8.2 **Minor Non-Compliance:** Any Minor Non-Compliance will be dealt with in accordance with clause 8.4 of this Regulation. Such matters will not be regarded as a breach in terms of Rule 11.3(a) (Discipline) of the Constitution.

8.3 **Process where Serious Non-Compliance:** Where, upon reasonable enquiries by GymSports NZ, it appears that Serious Non-Compliance may have occurred involving any Member, Member Club, or person who has been granted access to the database under this Regulation, GymSports NZ will notify those persons concerned of the allegation of Serious Non-Compliance. Having provided such notice, the GymSports NZ Board may:

- a. immediately suspend access to the Membership Database for that Member Club and/or the person(s) concerned; and
- b. refer the matter to the Judicial Committee for investigation or determination, and that Committee, having given those concerned the right to be heard, may impose any sanction including suspension or termination of membership of GymSports NZ as specified in the Constitution and Regulations; or
- c. make its own enquiries, (including appointing a person independent of the Board to undertake such enquiries and provide a recommendation to the Board), and having given those concerned the right to be heard, may impose any sanction that it has the authority to impose under this Constitution, the Regulations, or through any other lawful means.

This clause does not apply to GymSports NZ Staff. Any breach of this Regulation by a member of the GymSports NZ Staff will be dealt with under their employment contract or as required by the law.

- 8.4 **Process where Minor Non-Compliance:** Where, upon reasonable enquiries by GymSports NZ, the Chief Executive considers that Minor Non-Compliance may have occurred involving any Member, Member Club or person having been granted access to the database under this Regulation, GymSports NZ must notify the Member Club or person concerned of the allegation of Minor Non-Compliance. Having provided such notice, the GymSports NZ Chief Executive:
- a. shall provide the Member Club or person concerned with reasonable time and assistance to comply with the Regulation which shall be no more than 14 days; and
 - b. if after such time and assistance has been provided there is a continued failure, without reasonable justification or explanation, to comply it will be regarded as Serious Non-Compliance and clause 8.3 will apply.

9. Membership Database Security and Operation

- 9.1 **Control by GymSports NZ:** The Membership Database will be developed and maintained by GymSports NZ. GymSports NZ will determine the structure, functionality and format of the Membership Database, subject to this Regulation.
- 9.2 **Ownership:** GymSports NZ owns copyright and all intellectual property rights in the Membership Database.
- 9.3 **Server:** The server on which the Membership Database is held, will be held at the GymSports NZ national office, or at such other place as determined by the Chief Executive.
- 9.4 **Persons Authorised to Access the Membership Database:** Subject to clause 9.5, GymSports NZ will take all reasonable steps to ensure that all Member Information held on the Membership Database is secure and only accessible via password by:

- a. GymSports NZ Staff.
- b. Authorised Persons from each Member Club.
- c. Technical Members.
- d. Employees or contractors of any computer or database service provider undertaking development or maintenance services on the Membership Database. GymSports NZ will take all reasonable steps to ensure that any contracted provider agrees to appropriate terms for the safe storage of the Membership Database, and limitations on the access the provider has to the information.

9.5 **Limited Access:** The persons specified in clause 9.4, shall only have access to the following information on the Membership Database:

- a. GymSports NZ Staff shall have access to all information on the Membership Database.
- b. The Authorised Persons from each Member Club shall have access to all information relating to members of that Member Club.
- c. Technical Members shall only have access to their own Member Information.
- d. Employees or contractors of any computer or database service provider shall have access to such information on the Membership Database as is necessary, and for the period of time necessary, to undertake development or maintenance services on the Membership Database.

9.6 **Conditions of Access:** Every Technical Member seeking access to the Membership Database and any other person seeking to be an Authorised Person must:

- a. agree in writing to terms and conditions associated with the authorisation and grant of a password as specified in Annexure 3;
- b. not use or distribute any part of the Membership Database other than in accordance with this Regulation;
- c. not provide any other person with their password unless authorised to do so by the Chief Executive of GymSports NZ.

9.7 **Notification where Unauthorised Access:** Any person who becomes aware of circumstances in which there may be unauthorised access or use of the Membership Database, including allegations of Minor Non-Compliance or Serious Non-Compliance, must contact the Chief Executive of GymSports NZ immediately.

9.8 **Restriction on Sale or Release of Member Information:** No Member Information held on the Membership Database shall be sold, distributed, circulated, or otherwise given or supplied by any Member Club or GymSports NZ to any third party, including a mailing house, other than as specified in this Regulation or approved by the Chief Executive of GymSports NZ. This does not prevent any Member Club or GymSports NZ from sending promotional material and other information from or on

behalf of third parties to individuals named on the Membership Database, provided that the use is in accordance with the purposes specified in this Regulation. This clause does not prevent an individual recipient of an unsolicited commercial electronic message from unsubscribing to such message in accordance with the Unsolicited Electronic Messages Act 2007.

10. GymSports NZ Privacy Officer

10.1 The Chief Executive shall appoint a member of the GymSports NZ Staff to be the GymSports NZ Privacy Officer in accordance with section 23 of the Privacy Act and shall inform the Members of GymSports NZ of this, and list it on the GymSports NZ website.

10.2 The GymSports NZ Privacy Officer shall be responsible for:

- a. Approving the appointment of Authorised Persons including issuing passwords.
- b. Issuing a password to any Technical Member who has agreed to the Terms & Conditions in Annexure 3.
- c. Considering any objections to the supply of Member Information and discussing those objections with the relevant parties.
- d. Responding to any general enquiries about compliance with the Membership Form, this Regulation, the Terms & Conditions of Access (Annexure 3), and the Privacy Act 1993.

11. Breach of Regulation

11.1 Any breach of this Regulation shall be dealt with in accordance with the Constitution and relevant Regulations of GymSports NZ, and/or the applicable constitution or regulations of the applicable Member Club.

Annexure 1

GymSports NZ Membership Form



APPLICATION FOR MEMBERSHIP

I wish to apply for membership of _____ ("Club") located at _____ (physical address) and in so doing also apply for membership of GymSports NZ Incorporated located at Level 2, 6 Arawa Street, Grafton, Auckland.

This form has been prepared to ensure compliance with the Privacy Act 1993 and the Incorporated Societies Act 1908. Please complete all spaces on the form for each person applying for membership. Failure to complete all spaces may result in refusal to accept membership. For more information please refer to the GymSports NZ Membership Data Regulation. If the gymnast is under 18 years, the parent/guardian/caregiver should complete this form for the gymnast as detailed below.

1. CLASS DETAILS			
Class : _____ Day: MON/TUES/WED/THU/FRI/SAT/SUN Time: _____			
2. PERIOD OF MEMBERSHIP <input type="checkbox"/> Full year 1 Jan to 31 Dec 2009 OR <input type="checkbox"/> Term 1/2/3/4 (circle) in 2009 OR <input type="checkbox"/> Other period: From ___/___/09 to ___/___/09			
3. GYMNAST DETAILS			
TITLE (circle one) Mr /Ms /Mrs /Miss /Dr /Master		MALE <input type="checkbox"/> FEMALE <input type="checkbox"/>	
ETHNICITY _____ (optional)		DATE OF BIRTH ____/____/____	
SURNAME _____ GIVEN NAME _____			
ADDRESS _____		SUBURB _____	
TOWN/CITY _____ POSTCODE _____		SCHOOL _____ (if applicable)	
PHONE: HOME () _____ WK () _____		MOB () _____	
<i>(at least one contact phone number must be supplied)</i>			
EMAIL: <input type="text"/>			
4. EMERGENCY CONTACT			
<i>Please provide details for at least one emergency contact.</i>			
A. SURNAME _____ GIVEN NAME _____		RELATIONSHIP _____	
PHONE: HOME () _____		WORK () _____ MOBILE () _____	
B. SURNAME _____ GIVEN NAME _____		RELATIONSHIP _____	
PHONE: HOME () _____		WORK () _____ MOBILE () _____	
5. MEDICAL CONDITIONS:			
Please list any medical conditions that may impact on the gymnast participating in Gymsports (eg epilepsy, asthma, allergies etc). Please read paragraph 6 (over page).			

In the unlikely event of an injury or illness occurring while the gymnast is participating in Gymsports, the Club or GymSports NZ (as applicable) will make every effort to contact the emergency contact listed above as soon as possible. By signing this form you authorise the Club to administer such first aid as it considers necessary.			
6. INFORMATION FROM SPONSORS			
I agree that GymSports NZ or my Club may contact me from time to time to provide me with information about the products and services of my Club or GymSports NZ sponsors or funders.			
Agree <input type="checkbox"/> Disagree <input type="checkbox"/>			
CLUB & GYMSPORTS NZ USE ONLY			
Existing Member <input type="checkbox"/> New member <input type="checkbox"/>		Date first joined ____/____/____	
Membership No: _____		Competition No: _____ Competition Level _____	
Entered in Database on ____/____/____ date		Signature of Club officer: _____	
MEMBERSHIP CATEGORY	Pre-School (u5yrs) <input type="checkbox"/>	Junior Competitive <input type="checkbox"/>	Technical Member <input type="checkbox"/>
	Recreation (5yrs+) <input type="checkbox"/>	Senior Competitive <input type="checkbox"/>	Administrative Member <input type="checkbox"/>
<i>Please tick one of the following:</i>	High Performance <input type="checkbox"/>		

MEMBERSHIP DECLARATION

1. **Accuracy:** The details set out in this Membership Form are true and correct. If they change I acknowledge that I am required to notify my Club of the changes in writing as soon as possible after they occur. If the details provided are not true or are misleading I acknowledge my membership may be terminated at the discretion of my Club and GymSports NZ.
2. **Bound by Rules:** I will be bound by the constitutions, regulations, policies, manuals, guidelines and reasonable directions of my Club, and GymSports NZ.
3. **Accept Risk of Gymsports:** I have voluntarily accepted and assumed the inherent risk of danger and injury in Gymsports.
4. **No liability:** I will not hold my Club or GymSports NZ or their respective officers responsible or any claims, losses and expenses and costs (including legal costs) which may arise from or in connection with my membership and/or participation in any activity authorised or recognised by my Club or GymSports NZ except in the case of gross negligence or a wilful act or omission on the part of my Club or GymSports NZ.
5. **Indemnity:** I indemnify my Club and GymSports NZ from all claims, losses and expenses (including legal costs) suffered or incurred at any time as a result of, or resulting directly or indirectly from, my failure to observe the constitutions, regulations, policies, manuals, guidelines and reasonable directions of my Club and GymSports NZ respectively.
6. **Medical Declaration:** I am medically and physically fit and do not suffer from any injury, disease or condition, either physical or mental, that would affect my ability to safely participate in any authorised or recognised activities of my Club or GymSports NZ. If I am unsure about this declaration, or suffer from such a condition I have either listed it on this form or I am aware that I must bring it to the attention of my Club and GymSports NZ.
7. **Privacy:** I agree that my Club and GymSports NZ can collect, hold, use and disclose my personal information as provided on this Form (and any updated or additional personal information the Club or GymSports NZ obtains from me including any photo or other record of my image) for the purposes of:
 - a. Processing my application for membership including notifying the Club and GymSports NZ of the information on this form for the purposes of the Club and GymSports NZ compiling a register of members, compiling a national database of members and participants (accessible only in accordance with the Constitution and Regulations of GymSports NZ), and for requesting me to renew if my membership lapses;
 - b. Putting my name and contact information on my Club's membership list for use by other members of my Club;
 - c. Publishing any of my Gymsports results in my Club and/or GymSports NZ's newsletters and on their websites;
 - d. Selecting and publicly naming competitors and teams to represent my Club and GymSports NZ at Gymsports events;
 - e. Providing me with information and activities relating to my Club and GymSports NZ and other Gymsports matters;
 - f. Including my photograph or other imagery on the Club and/or GymSports NZ website, in newsletters, annual reports, or similar official publications;
 - g. Enabling my Club and GymSports NZ to contact me with information about the products and services of Club or GymSports NZ sponsors or funders (unless I have opted out of receiving such information on the Membership Form);
 - h. Enabling my Club and GymSports NZ to comply with any statute, regulation, by-law or other regulatory instrument that requires collection or disclosure of personal information;
 - i. Retaining the information provided on this form if my membership lapses (as an inactive member) for a maximum period of three years for the above purposes; and
 - j. Any other purpose I agree to in writing.
8. **Use, Security and Access:** I understand that my personal information will only be used for the purposes listed in paragraph 7 and in accordance with the GymSports NZ Regulations, and that:
 - a. My personal information will be held securely;
 - b. I will have access to my personal information under the Privacy Act;
 - c. My personal information will be corrected upon request.
9. **Continued Membership:** I understand that upon payment of my membership fee(s), if I am accepted to membership, I will become a member of my Club and GymSports NZ and that by paying such fee(s) by the due date(s), I will continue to be a member of my Club and GymSports NZ for the duration of my Membership as specified on this form and in accordance with the GymSports NZ Constitution, unless I resign or my membership is terminated.
10. **Interpretation:** Every reference to "I" and "my" in this document includes the gymnast and the parent/guardian/caregiver of the gymnast (if applicable).

Copies of constitutions, regulations, policies, manuals and guidelines of the Club and GymSports NZ can be obtained by contacting your Club or GymSports NZ via www.gymsportsnz.com.

DECLARATION

I have read and consent to the Membership Declaration.

SIGNATURE _____ **DATE:** ____/____/____

Parent/guardian/caregiver consent for gymnasts under 18 yrs:

I am the parent/guardian/caregiver of the gymnast who is under 18 years of age. I have read and understood this form and the Membership Declaration. I consent to the gymnast's application for membership on the basis set out in this form and the Membership Declaration.

I also consent, or am authorised to consent, to the emergency contact details specified in this form being held by the Club and GymSports NZ for the purposes of contacting the person(s) named in an emergency.

If I am not a member myself, I also consent to my name and contact details as set out below, being collected, held, and used as the gymnast's parent, guardian or caregiver in accordance with the purposes set out in paragraph 7 of the Membership Declaration as if I were a member of GymSports NZ.

SURNAME _____ GIVEN NAME _____

SIGNATURE _____ DATE: ____/____/____

PHONE: HOME () _____ WORK () _____ MOBILE () _____

(at least one contact phone number must be supplied)

EMAIL:

Annexure 2

GymSports NZ Categories of Club Membership

Membership Categories	Description
Pre-School	Children under 5 years of age, enrolled and attending weekly sessions and any Club Member participating in programmes for under fives.
Recreation	Club Members over 5 years of age enrolled and attending weekly sessions in programmes not included in the competitive categories below.
Junior Competitive	This is sport specific. Athletes who wish to compete in the national competitive programmes and fit the following criteria: Trampoline – All athletes competing in under 10 and 11 to 12 years competitions Aerobics – All athletes competing in all Levels categories and Junior C. Women’s & Men’s Artistic Gymnastics – Competing in Level 1 to Level 6 Rhythmic Gymnastics – Competing in Level 1 to Level 4
Senior Competitive	Athletes who wish to compete in the national competitive programmes and fit the following criteria: Trampoline - All athletes competing in 13 to 14 years and above competitions Aerobics – All athletes competing in Junior B and above Women’s & Men’s Artistic Gymnastics – Competing in Level 7 to Level 10 Rhythmic Gymnastics – Competing in Level 5 to Level 10
High Performance	Competing in High Performance or Open competition at National GymSports Championships. High Performance Grades are: Aerobics – National Senior Open, National Open Junior, National Junior A, National Junior B Trampoline – Senior International & Junior International Women’s Artistic – Senior International, Junior International, International Level 10, International Level 8 & International Level 6 Men’s Artistic – Senior Open, Junior International Under 13, Junior International under 15 & Junior International under 18 Rhythmic – Senior International, Junior International, Stage 4 & Stage 3

Annexure 3

Authorised Person/Technical Member Membership Database Terms & Conditions

I _____ (Name) agree that all access to and use of the GymSports NZ Membership Database by me will be in accordance with the following terms and conditions and the GymSports NZ Constitution and Regulations.

1. **Password:** I have selected a password that I will use when accessing the Membership Database. I agree not to write my password down or disclose my password to any third party except the GymSports NZ Privacy Officer. If I ever have reason to believe that my password might be known by someone else I will advise the Chief Executive of GymSports NZ immediately. I agree that as soon as my access to the Membership Database ends I will surrender my password to the GymSports NZ Privacy Officer.
2. **Access/Use:** I will only access and use that part of the Membership Database that I am authorised to access and use and will do so in accordance with the Membership Data Regulation.
3. **Disclosure:** I will not disclose any information contained on the Membership Database to any third party other than in accordance with the Membership Data Regulation.
4. **Accuracy:** I undertake that all information I will enter into the Membership Database is accurate based on the information I am given by each Member or, for Technical Members, from my own personal knowledge.
5. **No Copying:** I confirm I will not copy or reproduce any information contained on the Membership Database unless such reproduction is authorised by the Membership Data Regulation.
6. **Withdrawal/Suspension:** I understand that GymSports NZ may suspend or withdraw access to the Membership Database at any time.
7. **Amendment:** GymSports NZ may vary these Terms & Conditions at any time. I understand that, where practicable, GymSports NZ will inform me about any such amendment prior to the amendment coming into effect, unless a more immediate change is required for legal or operational reasons. I understand that my continued use of and access to the Membership Database following any changes to these terms and conditions indicates my acceptance of those changes.
8. **Breach:** I accept that any breach of these terms and conditions will be dealt with in accordance with the Constitution and relevant Regulations of GymSports NZ, and/or the applicable constitution or regulations of the applicable Member Club.
9. **Governing Law:** These terms and conditions are governed by New Zealand law, and I agree to submit to the exclusive jurisdiction of the courts of New Zealand.

Signed _____ Date _____