

**Johnston  
Withers**

Our ref: MPJ:80853

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**JOHNSTON WITHERS & ASSOC. PTY. LTD.**

A.B.N. 97 008 106 643

17 Sturt Street, Adelaide

South Australia, 5000.

Telephone: (08) 8231 1110

Fax: (08) 8231 1230 DX: 271

Email: mail@johnstonwithers.com.au

www.johnstonwithers.com.au

22 July 2009

Australian Competition and Consumer Commission  
GPO Box 3131  
Canberra  
ACT 2601

**STATEWIDE LEGAL GROUP**

*An affiliation of independent legal  
firms delivering professional services  
to all South Australians*

Johnston Withers

Mason Westover Homburg

O'Briens

Voumard Lawyers

Ryans Lawyers

Catherine Leis Barrister &amp; Solicitor

Dear Commissioner,

**Re: Notification of Exclusive Dealing**

We act for Ice Hockey Australia.

Enclosed is a Notification of Exclusive Dealing (Form G) pursuant to section 93 of the  
*Trade Practices Act 1974* (Cth) and a cheque in the amount of \$2,500 in payment of the  
lodgement fee.

If there is any further information required, please contact the writer.

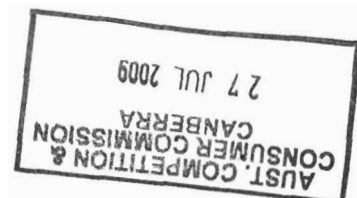
Yours faithfully,

  
JOHNSTON WITHERS

Mark Jappe

Email: Mark.Jappe@johnstonwithers.com.au

MPJ:BH:M\80853\P011.DOC



## Form G

Commonwealth of Australia

*Trade Practices Act 1974 — subsection 93 (1)*

### NOTIFICATION OF EXCLUSIVE DEALING

To the Australian Competition and Consumer Commission:

Notice is hereby given, in accordance with subsection 93 (1) of the *Trade Practices Act 1974*, of particulars of conduct or of proposed conduct of a kind referred to subsections 47 (2), (3), (4), (5), (6), (7), (8) or (9) of that Act in which the person giving notice engages or proposes to engage.

PLEASE FOLLOW DIRECTIONS ON BACK OF THIS FORM

#### 1. Applicant

- (a) Name of person giving notice:

(Refer to direction 2)

N94049

Australian Ice Hockey Federation Incorporated (trading  
as Ice Hockey Australia)

- (b) Short description of business carried on by that person:

(Refer to direction 3)

Ice Hockey Administration

- (c) Address in Australia for service of documents on that person:

23 Dickerson Way

Redwood Park

South Australia 5097

#### 2. Notified arrangement

- (a) Description of the goods or services in relation to the supply or acquisition of which this notice relates:

Ice hockey administration services, in particular  
competition organisation

- (b) Description of the conduct or proposed conduct:

(see attachment)

(Refer to direction 4)

**3. Persons, or classes of persons, affected or likely to be affected by the notified conduct**

- (a) Class or classes of persons to which the conduct relates:

(Refer to direction 5)

current and future participants in the sport of ice hockey  
in Australia

- (b) Number of those persons:

- (i) At present time:

4,000

- (ii) Estimated within the next year:

(Refer to direction 6)

4,500

- (c) Where number of persons stated in item 3 (b) (i) is less than 50, their names and addresses:

**4. Public benefit claims**

- (a) Arguments in support of notification:  
(Refer to direction 7)

(see attachment)

- (b) Facts and evidence relied upon in support of these claims:

**5. Market definition**

Provide a description of the market(s) in which the goods or services described at 2 (a) are supplied or acquired and other affected markets including: significant suppliers and acquirers; substitutes available for the relevant goods or services; any restriction on the supply or acquisition of the relevant goods or services (for example geographic or legal restrictions):  
(Refer to direction 8)

See attachment

**6. Public detriments**

- (a) Detriments to the public resulting or likely to result from the notification, in particular the likely effect of the notified conduct on the prices of the goods or services described at 2 (a) above and the prices of goods or services in other affected markets:  
(Refer to direction 9)

see attachment

- (b) Facts and evidence relevant to these detriments:



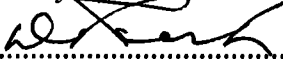
**7. Further information**

- (a) Name, postal address and contact telephone details of the person authorised to provide additional information in relation to this notification:

..... Don Burak .....  
..... 23 Orckerson Way .....  
..... Redwood Park SA 5097 .....  
..... (08) 8251 1734 .....

Dated..... 21 July 2009 .....

Signed ~~by~~/on behalf of the applicant

.....  .....  
(Signature)

..... DON BURAK .....  
(Full Name)

..... ICE HOCKEY AUSTRALIA .....  
(Organisation)

..... PRESIDENT / CEO .....  
(Position in Organisation)

## **DIRECTIONS**

1. In lodging this form, applicants must include all information, including supporting evidence that they wish the Commission to take into account in assessing their notification.

Where there is insufficient space on this form to furnish the required information, the information is to be shown on separate sheets, numbered consecutively and signed by or on behalf of the applicant.

2. If the notice is given by or on behalf of a corporation, the name of the corporation is to be inserted in item 1 (a), not the name of the person signing the notice, and the notice is to be signed by a person authorised by the corporation to do so.
3. Describe that part of the business of the person giving the notice in the course of the which the conduct is engaged in.
4. If particulars of a condition or of a reason of the type referred to in section 47 of the *Trade Practices Act 1974* have been reduced in whole or in part to writing, a copy of the writing is to be provided with the notice.
5. Describe the business or consumers likely to be affected by the conduct.
6. State an estimate of the highest number of persons with whom the entity giving the notice is likely to deal in the course of engaging in the conduct at any time during the next year.
7. Provide details of those public benefits claimed to result or to be likely to result from the proposed conduct including quantification of those benefits where possible.
8. Provide details of the market(s) likely to be affected by the notified conduct, in particular having regard to goods or services that may be substitutes for the good or service that is the subject matter of the notification.
9. Provide details of the detriments to the public which may result from the proposed conduct including quantification of those detriments where possible.

# **Attachments to Notification of Exclusive Dealing**

## **Form G**

### **2(b) – Description of the conduct or proposed conduct:**

Ice Hockey Australia (“IHA”) proposes to sanction, through suspension or expulsion, any member of Ice Hockey Australia who has participated, or is participating, in a non-sanctioned Australian or international ice hockey game or league.

### **4 – Public benefit claims:**

#### **(a) – Arguments in support of notification:**

First and foremost it should be noted that IHA does not seek to be the sole provider of ice hockey administration services and competitions in Australia. It believes, however, that it is impractical, verging on impossible, for it to manage its organisation and meet its obligations with international organisations and Australian insurers effectively if its members participate in competitions that are not sanctioned by it.

There are three primary reasons for this. Firstly, the need to have a comprehensive risk management program covering all aspects of health and safety for IHA’s individual members and the general viewing public for insurance purposes secondly, the need to be able to effectively discipline players and team officials who elect not to abide to the terms and conditions of their membership with IHA through suspension and thirdly the need for IHA to comply with its obligations as a member of the International Ice Hockey Federation (“IIHF”).

#### **IHA’s Risk Management Program**

IHA owes a duty of care to its members when they are competing or officiating in IHA sanctioned games and/or events. As a result of this it has entered into contracts of insurance to cover it and its members. If its members are actively participating in unsanctioned leagues and/or events as well as leagues and/or events sanctioned by IHA, then substantial difficulties are likely to arise in the case of injury and subsequent insurance claim and/or litigation.

These difficulties include but are not limited to situations where an IHA member, player or official is injured while involved in an unsanctioned league or where an IHA member, player or official's involvement in an unsanctioned league makes it difficult to satisfy the insurer that an injury was not caused or contributed to by an incident which occurred while that player or official was involved in an unsanctioned rather than a sanctioned league and/or event.

### Effective Disciplining of Players

The speed, high degree of contact and concomitant significant risk of severe risk of injury to players, officials and spectators associated with the sport of ice hockey make it very difficult for IHA to obtain insurance at all, let alone at a reasonable cost. IHA has gone to great lengths to develop sophisticated risk management practices that have helped to greatly reduce its insurance costs and to satisfy the requirements of its insurers. If IHA is not able to satisfy the demands of its insurers by operating a comprehensive risk management program, then it is very likely that it would have to raise its membership fees to prohibitive levels to cover increased insurance costs, thereby severely affecting its ability to retain current members or attract new members to the sport.

The high risk of severe injury which can result from ice hockey players engaging in conduct not within the rules of the game makes it imperative that IHA has the means to impose effective sanctions upon players who engage in violent or otherwise dangerous conduct. The primary sanction utilised by IHA (as with most sports) is suspension from competition. IHA wishes to continue to utilise this sanction as an effective deterrent to unsafe conduct by players for the safety of all other players and the public.

If IHA cannot prevent its members from participating in non-sanctioned competitions, then the deterrent effect of suspensions will be greatly reduced, as a player suspended by IHA will be able to continue to play in an unsanctioned league during the period of their suspension from IHA sanctioned matches. This would place IHA in an untenable position with its Affiliated Member Organisations, the IIHF and other IIHF Member Countries.

One of IHA's primary objectives is to promote greater levels of participation by Australians in the sport of ice hockey. Ice hockey is not a sport which enjoys widespread participation or recognition in Australia. The image and impression of the sport by the public at large and sponsors can be severely affected if not managed within the rules of the game.

IHA considers that the risk management program and regulations implemented by it in relation to all events and leagues sanctioned by it combined with its insistence that all on-ice officials and coaches at sanctioned events are appropriately trained and certified significantly reduces the risk of injury to players, officials and spectators and provides a degree of protection against litigation.

Accordingly it considers that the ability to prevent its members from participating in unsanctioned leagues and/or events significantly reduces the risk both of injury to its members and also significantly reduces the likelihood of the occurrence of a catastrophic injury to a player, official or spectator that would receive media attention and deter parents from allowing their children to participate in the sport of ice hockey in addition to increasing the potential for litigation.

IHA contends that the existence and success of the sport of ice hockey in Australia is of public benefit. It provides consumers of sporting services with greater choice and is likely to encourage greater participation in physically active pursuits. Both an increase in choice and increased physical activity are in the public benefit.

A secondary public benefit provided by the existence and growth of the sport of ice hockey in Australia is that ice hockey provides a significant consistent source of income for ice rinks, increasing the viability of ice rinks, assisting to prevent the closure of marginally profitable rinks and accordingly increasing the availability and geographic spread of ice rinks for other members of the public. As a sanctioned national sport, IHA has demonstrated a high degree of professionalism in maintain long standing stability to the sport, a vital component to current and potential new ice rink proprietors and owners.

The existence of a viable national or state ice hockey league, free from examples of serious injury, is, therefore, in the public interest. IHA believes that the best way to ensure that the sport of ice hockey survives is for it to be played under the strict supervision of a strong governing body which is responsible for the safety of players, officials and spectators.

IHA does not wish to restrict the organisation and provision of ice hockey competitions in Australia. It simply does not want to sanction any competitions that may be unsafe and does not wish to allow its members to play in such competitions. It is clearly in the public interest that all ice hockey competitions be conducted in a safe manner and that they are presided over by qualified and competent officials. IHA feels that one way in which it can contribute to this goal is to refuse sanction to unsafe competitions and to prohibit its members from competing in them.

As IHA is a “not-for-profit organisation”, it does not seek to restrict the provision of goods and services for the purpose of harming others. Indeed it wishes to see the sport grow through many different means. The exclusive dealing by IHA is engaged not for the stereotypical purpose of seeking to increase prices through the use of monopoly power, but rather to protect the sport’s interest for its members and to minimise the costs to members by lowering insurance costs, safeguarding the effectiveness of the sport’s disciplinary procedures and demonstrating the sport’s stability with ice rink owners.

IHA submits that there is no public benefit to be had through the creation of unsanctioned separate leagues. Having all ice hockey players within one league is, all other things being equal, desirable. This will increase the number of teams in any division, the level of competition and the opportunity to play for all competitors. It also allows for maximum utilisation of ice time with ice venue owners.

There are also possible economies of scale in the provision of ice hockey services. In particular these can clearly be seen in the development and continuous updating of health and safety guidelines and enforcement of rules and regulations.

IHA has spent a great deal of effort in developing a comprehensive risk management system to ensure that its members are as safe as possible when playing the sport. Having developed this system, IHA is also in a continuous process of review and updating.

The costs involved in such a process will not vary substantially with changes in membership or player numbers in a particular competition. Thus, it is in the public benefit to avoid duplication in the development of health and safety guidelines. IHA contends that, as it has prior experience in this field, it is the most suitable body to administer these guidelines. This contention is strengthened further in light of IHA being the sole internationally affiliated ice hockey body in Australia. In addition, there are likely economies of scale to be had in the cost of insurance to both IHA and the ice venue owners. The more players covered under one contract, the cheaper that the insurance is per player.

IHA's strict criteria for endorsing competitions in conjunction with the benefits accruing to such competitions as a result of endorsement, if the notification is not revoked, will likely encourage organisers of competitions and ice venue owners to increase their safety and organisational standards, as is currently being experienced. That is, if IHA can prevent its members from participating in unsafe and poorly managed leagues, these leagues would face a substantial incentive to increase their standards. Such an increase is clearly in the public interest.

IHA does not wish to prevent the creation of new ice hockey leagues and tournaments, merely to prevent its members from participating in leagues and tournaments which do not or are not able to meet its criteria for sanctioning. IHA is simply providing a choice to its members to assist in their decision as to which organisation or league they wish to belong.

IHA's criteria for sanctioning a State League or event are:

1. A State League is to be restricted to the borders of the State in which the league resides, and therefore as per IHA's Constitution must register through their respective state association as an affiliated member of IHA;

2. All league participants are registered individual members with IHA through their respective State Association and as per the League's and participating members' registration with their respective State Association, all registered parties agree to the terms and conditions of their membership in regards to compliance with both IHA and the State Associations Constitution, Regulations and Policies governing the sport. These regulations and policies include IHA's risk management policy (a copy of which is annexed).

IHA's criteria for sanctioning for a national league or event are:

1. Currently, IHA's policy is to recognise only one national league per age category regardless of gender in Australia because of the player availability;
2. All league participants are registered Individual Members with IHA through their respective State Associations; and
3. All such leagues are required to enter into an Operating Agreement with IHA which includes the terms and conditions of IHA's sanction for the league and the League's responsibilities to its members through the league's constitution, regulations, policies and game rules, and detailed requirements relating to risk management practices generally and specifically for the safety of players, officials and spectators.

IHA has sanctioned the following leagues and tournaments:

1. Australian Ice Hockey League (AIHL) – National Open Senior Men;
2. Australian Women's Ice Hockey League (AWIHL) – National Open Senior Women;
3. IHA National Championships:
  - a. Open Senior Women's (Joan McKowen Memorial)
  - b. 25 & Under (Brown Trophy)
  - c. 18 & Under (Tange Trophy)
  - d. 16 & Under (DeFris Trophy)
  - e. 13 & Under (Ginsberg Trophy)
  - f. 11 & Under (John McCrae-Williamson Trophy)
  - g. OiHAN (Australian Old-Timers Tournaments);
4. All member state associated leagues, competitions and events; and
5. Tournaments and Exhibition Games, both internationally and in Australia.



### IHA's International Obligations

The third argument in support of IHA's notification is the obligation to abide by the terms of its membership with the IIHF.

IHA is an active and long standing registered member with the IIHF and is the sole recognised provider for the sport by the IIHF, International and Australian Olympic Committees (IOC & AOC).

As a member of the IIHF, IHA is compelled to abide by Clause 17 of IIHF's Statutes & Bylaws, which states:

*"The member associations of IIHF shall recognize each other as being solely empowered to control ice hockey and/or inline in their respective countries; therefore, they undertake that neither they nor any of their members will in any way have relations with non-associated bodies or one of their members, except as may be permitted by the Statutes and Bylaws or with special permission of the IIHF President for limited time periods."*

A non-sanctioned league allowing the inclusion of import players from another country would place the player and IHA at odds with the player's home country and the IIHF.

The benefits of IHA's membership of the IIHF extends to its members in the form of:

- (a) Participation at World Championships and Olympic Qualifications for Senior Men, Senior Women, U20 and U18 age categories, including Senior Men's Inline;
- (b) Financial assistance to IHA's participating teams in excess of \$100,000 per annum (funds are allocated every year with the amount determined on where the team is ranked after the competition);
- (c) Access for IHA's members to IIHF's development programs for administrators, players, coaches and on-ice officials, including financial assistance to the participating members in excess of \$60,000 (funds which are allocated every four years with the amount determined from the profits made from the Winter Olympics Ice Hockey competition);

- (d) Access to professional instruction and resources for IHA's Development Programs for players, coaches and on-ice officials; and
- (e) Opportunities country-to-country exchanges for furthering the development of IHA member players, coaches and on-ice officials.

(b) – Evidence relied upon in support of these claims:

- Letter from Barry Killham of DHB & Associates to Don Rurak dated 7 July 2009;
- Email from Barry Killham of DHB & Associates to Don Rurak dated 24 February 2009;
- Certificate of Insurance Currency dated 26 March 2009;
- Sportscover Policy Wording;
- Letter from Don Rurak to IHA Board enclosing a risk audit form dated 11 March 2009;
- IHA Risk Management Policy dated March 2009; and
- IIHF Statutes and Bylaws dated July 2008.

5 – Market definition:

The services referred to in 2(a) are provided throughout Australia. There are member bodies or affiliates of IHA that operate in each of the states and territories of Australia, except the Northern Territory, to provide the services described in 2(a). There exists, at least in NSW, an organisation completely independent of IHA which organises ice hockey competitions, some of which involve players from other countries. This organisation provides competition to IHA's services..

There exist inferior substitutes in the form of many different sporting bodies throughout Australia. If the provision of sporting services in general is taken to be the market, then it is a marketplace in which there is strong competition.

## 6 – Public detriments:

The notified conduct is unlikely to increase the price of the services described in 2(a). If it were to have any effect on the price of ice hockey administration, the notified conduct would likely reduce costs. This is likely to occur as a result of the economies of scale outline in 4(a). As IHA is a “not-for-profit organisation”, any market power that the notified conduct would provide to IHA would not be used for the purpose of increasing the price of the services.

There is the potential for the notified conduct to cause other unsanctioned leagues in operation to fail. However, given that sanctioning of leagues and tournaments is made available by IHA based solely on objective criteria primarily related to safety, there is nothing to prevent unsanctioned leagues or tournaments from satisfying IHA’s sanctioning criteria should they not be viable without the participation of IHA members.

# **D.H.B. & ASSOCIATES PTY. LIMITED**

ABN: 33 003 714 109    AFS LICENCE: 241056

## **GENERAL INSURANCE BROKER**

SUITE 6,  
53 KALANG ROAD,  
P.O. BOX 5174  
ELANORA HEIGHTS, NSW 2101  
PHONE: (02) 9970 7577  
FAX: (02) 9970 7077  
EMAIL: [brokers@dhbl.com.au](mailto:brokers@dhbl.com.au)

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7<sup>TH</sup> July 2009

Mr Don Rurak  
Australian Ice Hockey Federation Inc  
23 Dickerson Way  
REDWOOD PARK SA 5097

Re: ICE HOCKEY AUSTRALIA (IHA)  
SPORTS INSURANCE SCHEME.

Dear Don,

As requested we provide the following to assist in the process of managing non sanctioned ice hockey activities within Australia.

We thought it appropriate to address three issues:

1. Insurance Policy terms and conditions
2. Risk Management
3. Injuries in non sanctioned competitions.

Firstly, the current Sports insurance policy arranged for IHA, and with Sportscover Australia Pty Ltd, has been developed over a number of years to ensure that affiliates have in place adequate, viable and affordable insurance cover. Such insurance cover is only obtainable through sports insurance schemes arranged through national sporting bodies.

The IHA policy importantly excludes any incident/injury that occurs during a non sanctioned event or one that is under the control of a club/association not affiliated to IHA.

This policy exclusion is consistent with all Insurer's policy wordings available to Sports in Australia.

And as the majority of sports organisations around Australia are insured by the governing body of that sport, the onus is placed back onto the sports to best administer their sport. With no requirement for sports Insurers to include sport specific exclusions in their policies.

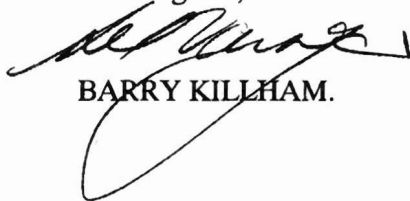
Secondly, sound 'risk management procedures' have become part and parcel of well administered sports within Australia over the last decade. Insurers will no longer consider partnering any sports organisation that does not have strong and clear risk management guidelines in place. Successful and well administered sports in Australia have one set of guidelines that are adopted across the country at association and club level.

Any sport that believes it can survive without adoption of a national risk management guideline should reconsider its duty of care to its members.

Thirdly, should ice hockey players be members of both IHA and any breakaway/non affiliated competition, two clear problems can be faced. In the first instance non affiliated competitions will not be run under the IHA risk management guidelines. Such guidelines that are in place to reduce risk. And secondly, the inability to obtain affordable insurance will lead to underinsurance or even non insurance. This could well lead to fraudulent claims against the IHA insurance policy.

Please do let our office know if you require more specific areas of insurance to be addressed.

Best Regards,



BARRY KILLHAM.

**From:** Barry [barry@dhbi.com.au]  
**Sent:** Tuesday, 24 February 2009 10:27 AM  
**To:** don rurak  
**Subject:** Insurance Renewal  
**Attachments:** DHBAssociatesPty 20090224 Invoice - AUSTICE - 29334.pdf;  
Lloyds PA 12.10.pdf; Lloyds Sportscover 2007.pdf; PA & LL  
Proposal Sportscover.pdf

Don

Have attached confirmation of renewal of the sports insurance scheme with Sportscover Australia Pty Ltd.

Conditions:

The following conditions apply to the renewal

1. Completed proposal form
2. Evidence of review and implementation of crowd safety at ice hockey games with buy in by all parties. Sportscover have a risk management arm that can achieve the desired outcomes.
3. Inclusion of cover for AIHL games yet to be confirmed.

Have attached proposal form that needs to be completed and return to our office at your earliest convenience.

Copies of the Insurers policy wordings are also included and once the Insurer issues the policy schedule we will have distributed to your state affiliates.

Note premium reduced to that initially quoted due to stamp duty adjustments from state to state.

Regards

Barry Killham  
DHB Insurance Brokers



CERTIFICATE No: IHA09-10

## Certificate of Insurance Currency

### Sportscover Australia Pty Ltd

This certificate confirms that the under mentioned policy is effective in accordance with the details shown:

**Name of Insured:** AUSTRALIAN ICE HOCKEY FEDERATION INC T/AS ICE HOCKEY AUSTRALIA  
(Including all affiliated Associations and Clubs)

**Cover:** Public Liability: \$10,000,000 any one occurrence  
Products Liability: \$10,000,000 any one occurrence and in the aggregate  
Professional Indemnity: \$5,000,000 any one claim and in the aggregate  
(For The Business of Ice Hockey as more clearly defined in the Policy Wording)

**Sport:** Ice Hockey

**Excess:** \$500 each and every claim

**Period of Insurance:** 01/03/2009 to 01/03/2010

**Underwriter:** Sportscover Australia under an authority from Syndicate 3334 at Lloyd's

**Policy Number:** PMEL99/0079281

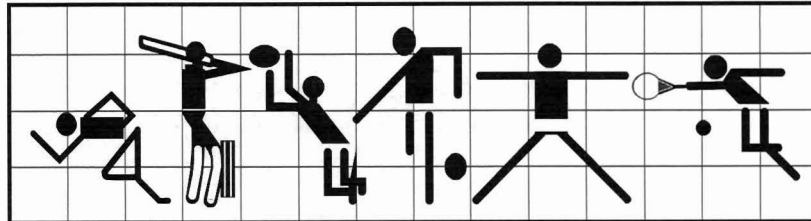
**Counterparties:** Any Council, Shire, Government Department or Property Owner from whom the above named leases and/or hires and/or rents land and/or buildings shall be indemnified for claims brought against the Council, Shire, Government Department or Property Owner, resulting from a negligent act by The Insured.

**For full terms, conditions and exclusions please refer to your Policy Wording version PLOW Lloyd's Sept06 YOA2008.**

**Manager:**



**Date:** 26 March 2009



# SPORTSCOVER

A.C.N. 006 637 903 A.B.N 43 006 637 903 AFS Licence No 230914

## ***SPORTS INJURY***

### ***PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING***

#### **Lloyd's certificate of insurance**

#### **Effected through Sportscover Australia Pty Ltd**

This certificate of insurance confirms that in return for payment of the Premium shown in the Schedule, certain Underwriters at Lloyd's have agreed (under contract number B0573K060288) to insure you, in accordance with the wording attached to this Certificate.

You or your representative can obtain further details of the syndicate numbers and the proportions of this insurance for which each of the Underwriters at Lloyd's is liable by requesting them from Sportscover. In the event of loss, each Underwriter (and their executors and administrators) is only liable for their own share of the loss.

In accepting this insurance, the Underwriters have relied on the information and statements that you have provided on the Proposal Form (or Declaration). You should carefully read this Certificate together with the Policy Schedule and Policy Wording and if it is not correct contact Sportscover. It is an important document and you should keep it in a safe place with all other papers relating to this insurance.

This Certificate is issued by Sportscover in accordance with the authority granted to them by certain Underwriters at Lloyd's under the Agreement referred to in the Schedule.



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**20 September 2006**

## **PRODUCT DISCLOSURE STATEMENT (PDS)**

### **The purpose of this PDS**

This PDS has been prepared to help You decide:

- Whether this product will meet Your needs; and
- Compare this product with any other products You may be considering.

This document tells You about the Sportscover Sports Injury insurance. It is designed to help You decide if the cover is right for You. Any advice is general only and does not take into account Your individual needs and circumstances. You should read it, and any other documents We send You, to ensure You understand Your cover. Please keep them in a safe place for future reference.

### **The Issuer**

This product is administered by Sportscover Australia Pty Ltd (ABN 43 006 637 903) (AFS Licence No.230914) of 271-273 Wellington Road, Mulgrave, Vic. 3170 under an authority from certain Underwriters at Lloyd's.

You can contact Sportscover Australia Pty Ltd by:

Telephone: (03) 8562 9100

Fax: (03) 8562 9111

Email: [info@sportscover.com](mailto:info@sportscover.com)

In Writing: 271-273 Wellington Road,  
Mulgrave, Vic 3170

### **Cooling-off Period**

If You decide this Policy does not meet Your needs You are entitled to cancel this Policy prior to the expiration of 14 days from the earlier of:

- The date You received confirmation of the insurance transaction; or
- The end of the fifth day after the Policy was issued to You.

A full refund of premium You have paid will be made to You (inclusive of Government Taxes and charges) unless You have made a claim under this Policy.

You can also cancel the Policy at other times in accordance with the terms shown in the Policy.

### **Your Privacy**

The Privacy Act 1988 seeks to ensure the confidentiality and security of any personal information.

The Sportscover Australia Privacy Policy detailing Our handling of personal information is available on request or on Our Website [www.sportscover.com](http://www.sportscover.com). You have the right to access and correct Your personal information We hold. If You would like to do this please call Us.

### **Your Duty of Disclosure**

To comply with Your Duty of Disclosure when You enter into a Policy of Insurance, or vary, renew, extend, replace or reinstate it, You must tell Us everything You know, and which a reasonable person in the circumstances, could be expected to know, is relevant to Our decision to insure You and, if so, on what terms.

If You fail to comply with this Duty, We may reduce or deny any claim You make and/or cancel the policy. If You fraudulently keep information from Us or deliberately make false statements We may avoid Your contract and treat Your insurance as if it never existed.

### **The Purpose of the Cover**

The Policy provides Sports accident cover for individuals, clubs, companies and associations. It is an annual renewable cover, however the Policy is not guaranteed renewable.

### **How to Apply for Insurance**

Complete the application form and forward it to Your Sportscover Accredited Broker.

If Your application is accepted, We will send You a schedule that sets out details of the insurance You have taken out. Please keep the Policy Wording and attach the schedule to it.

## **How to Make a Claim**

If You wish to make a claim, please contact Your Broker or Us. Details about making a claim are shown in the Policy Wording.

## **Taxation**

All Government Taxes and charges are shown separately on the insurance schedule. Details about the GST are shown in the Policy Wording.

## **Excess Period / Excess Payable**

In the event of a claim, You will not be entitled to receive any payment until an Excess Period has expired. The Excess Periods are described in the Policy and shown on Your schedule.

In some circumstances You will also be required to contribute to Your claim. The excess payable is described in the Policy and shown on Your schedule.

## **Significant Features and Benefits**

Depending on the cover You or Your club or association chooses, the Policy provides for:

- Weekly payments if an Insured Person is Temporarily Totally Disabled through Bodily Injury;
- A capital sum payment if, for example, an Insured Person loses hearing, an eye or a limb.

The main benefits are:

- Lump sum payments for some permanent injuries;
- Cover for non Medicare medical expenses; and
- Cover for loss of income

## **Significant Risks**

The Policy will not provide cover in some circumstances nor for some injuries. You should read the Policy exclusions for full details. Some of the main exclusions are Bodily Injury caused by or resulting from:

- Self-infliction
- War and terrorism
- Aerial activities
- **Being under the influence of drugs or alcohol**
- Criminal acts
- Psychiatric or psychological disorder
- Contamination by radioactivity
- Pre-existing conditions
- Sickness

## **The Premium**

Your premium is calculated taking into account many and varied risk factors. It is payable annually or by installments in some circumstances.

Your total premium includes all Government charges that are shown separately on the schedule.

Premium rates may be changed only on renewal of the Policy. You will be given at least 14 days notice prior to the annual expiration date of the Policy of the renewal terms.

## **Dispute Resolution**

If You have a complaint please contact Us on (03) 8562 9100 or by email at [info@sportscover.com](mailto:info@sportscover.com). We will attempt to resolve Your complaint in a timely manner and refer the matter to Our Internal Dispute Resolution (IDR) committee.

If You are not satisfied with the outcome from the IDR review of Your complaint, You may be able to access an independent external dispute resolution body. We will advise You of this at this time if this is possible.

## **POLICY WORDING**

### **1. Cover**

If whilst this Policy is in force, an Insured Person suffers Bodily Injury within the Scope of Cover then subject to the terms and conditions set out below, including in particular the Exclusions, and receipt by Us of the Premium(s), We shall pay the Benefits as stated in Your Policy Schedule.

### **2. Words with special meanings**

Throughout the Policy there are words that have special meanings. These words are:

- 2.1. Accident** means a sudden, unexpected, unusual, specific event which occurs at a definable time and place.
- 2.2. Act of Terrorism** means any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards the overthrowing or influencing of any government de jure or de facto. And/or any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards influencing the general public or any part thereof. In any action, suit or other proceedings where Underwriters allege that by reason of the Exclusion any loss is not covered by this Insurance the burden of proving that such loss is covered shall be upon The Insured.
- 2.3. Bodily Injury** means an injury which, occurs solely and independently of any other cause; and
- 
- (a) is sustained by an Insured Person during the Scope of Cover,
  - (b) is sustained by an Insured Person during the Period of Insurance,
  - (c) is caused by an Accident, and
  - (d) results, within 12 calendar months of the Accident, in the Insured Person suffering one or more of the Events listed in Section 4.1 Capital Benefits and/or incurring expenses insured under Section 4.2 Medical Benefits and/or suffering Temporary Total Disablement.
- 2.4. Disablement** means Temporary Total Disablement.
- 2.5. Excess** means the amount of money that You or the Insured Person will be required to contribute in any claim. The amount is shown in The Schedule.
- 2.6. Excess Period** means the number of consecutive days that no Weekly Benefit is payable following the Temporary Total Disablement for which treatment is received from a Medical Practitioner
- 2.7. Inception Date** means 4pm on the From date shown in Your Policy Schedule.
- 2.8. Insurance Premium Tax** means all Taxes payable to the Government at the rate applicable from time to time.
- 2.9. The Insured** means the club, association, company or individual specified in The Schedule.
- 2.10. Insured Person** means, any member of The Insured, or any other person actively engaged in and appropriately registered for the purpose of playing the Sport of The Insured. This includes any officials and/or co-opted volunteers acting for and on behalf of The Insured.
- 2.11. Maximum Benefit Period** means the total period for which Weekly Benefits will be payable under this Policy in respect of all Temporary Total Disablement.

### ***Words with special meanings (cont)***

**2.12. Medical Practitioner** means a duly qualified and registered Medical Practitioner who is not related to You, or the Insured Person to whom the Bodily Injury has occurred, by blood or marriage.

**2.13. Medical Expenses** means any reasonable expense incurred by You from a Medical Practitioner where the expense is directly as a result of a Bodily Injury received whilst playing the Sport nominated in The Schedule. This does not include any amount to which a Medicare rebate shall apply or that is payable from any other source.

**2.14. Net Income Lost** means:

For an Insured Person who is a salaried employee, their gross weekly rate of pay prior to deduction of income tax earned from personal exertion excluding bonuses, commission, overtime or allowances averaged over the 12 months prior to the Bodily Injury or averaged over a shorter period if the Insured Person has been in that role for less than 12 months;

For an Insured Person on a Total Employment Cost (TEC) basis, the average gross weekly value of the package including but not limited to items such as wages, vehicle costs subscriptions, fees and travel allowances before income tax but excluding bonuses, commission, overtime or other allowances;

For a self employed Insured Person, the gross weekly income earned from personal exertion after the deduction of all expenses necessarily incurred in earning that income, averaged over the 12 months prior to the Bodily Injury or averaged over a shorter period if the Insured Person has been in that role for less than 12 months;

In respect of all Insured Persons any amount for which they are entitled to by way of sick leave, payments from any National, State or Territory legislation, including Social Welfare legislation, or any other Policy of insurance shall be deducted from the amount so calculated.

**2.15. Normal Place of Residence** means the place in which the Insured Person currently lives and has been resident for the past 3 consecutive months or intends to be resident for at least 3 months.

**2.16. Occupation** means the Insured Person's usual employment, profession or occupation.

**2.17. Premium** means the amount payable by You to Us as specified in the Policy Schedule.

**2.18. Scope of Cover** means:

- a) Playing in official matches under the auspices of The Insured.
- b) Engaged in organised training or practice (including practice matches) for the Sport as noted in The Schedule.
- c) Traveling directly to or from or between activities described in [a] or [b] above and the Insured Person's Normal Place of Residence or place of employment. Any amount payable under Section 4.1 Capital Benefit shall be limited to 20% of the applicable Benefit.
- d) Staying away from the Insured Person's home district including overseas travel during a tour for the purpose of participating in representative matches and/or any other games duly authorised by The Insured.
- e) Actually engaged in administrative or organised social activities of The Insured.

**2.19. Temporary Total Disablement** means disablement which entirely prevents the Insured Person from performing each and every duty of their Occupation.

### ***Words with special meanings (cont)***

- 2.20. We, Us, and Our** means Sportscover Australia Pty Ltd under an authority from certain underwriters at Lloyd's.
- 2.21. You, Your, Policyholder** means The Insured named in the Policy Schedule.
- 2.22. War**, shall mean undeclared war, civil war, insurrection, rebellion, revolution, war-like act by military force or military personnel, destruction or seizure or use for a military purpose, and including any consequences of any of these.

### **3. General Conditions**

- 3.1.** Any fraud, mis-statement or concealment, either in the proposal or in relation to any other matter affecting this Insurance, shall entitle Us to render this Insurance null and void and any monies which have been paid by Us to You or an Insured Person must be repaid in full immediately.
- 3.2.** Australian law allows the parties to choose the law applicable to this Policy. This Policy will be governed by and construed in accordance with Australian Law. We and the Policyholder agree to submit to the exclusive jurisdiction of the Australian Courts.
- 3.3.** An Insured Person must be a permanent resident of Australia, unless specifically declared to and agreed in writing by Us.

## 4. Policy Benefits

### 4.1. Capital Benefits

Bodily Injury sustained by an Insured Person during the Scope of Cover which within twelve calendar months results in:-

The benefits payable will be the following percentage of the Capital Benefit specified in The Schedule.

#### Event

1	Death (limited to 20% of the Capital Benefit in The Schedule for Insured Persons under 18 years of age)		100%
2	Permanent Quadriplegia		100%
3	Permanent Paraplegia		100%
4	Permanent total loss of sight	two eyes one eye	100% 50%
5	Permanent total loss of hearing	two ears one ear	75% 25%
6	Permanent total loss of use of	two arms one arm	75% 35%
7	Permanent total loss of use of	two legs one leg	75% 35%
8	Permanent total loss of use of	two+ fingers two fingers one finger one thumb	40% 14% 4% 5%
9	Permanent total loss of use of	two+ toes two toes one toe	40% 14% 4%
10	Permanent total loss of	two kidneys one kidney spleen liver two testicles one testicle sexual function	75% 30% 25% 70% 40% 6% 45%
11	Total & permanent	Disfigurement shortening of leg	up to 45% 7%

For the purposes of this Event 11 only, Disfigurement means disfigurement that extends to more than 20% of the entire external body. The total percentage paid to be at Our sole and absolute discretion.

## ***Policy Benefits - continued***

- |            |  |           |
|------------|--|-----------|
| <b>12</b>  | Any permanent total disability or permanent total loss of use of any body part not shown above will be compensated at a percentage of the Capital Benefit as determined at the sole and absolute discretion of the underwriters. Such determination will not be inconsistent with the benefits provided under Events 4-11 inclusive. | up to 90% |
| <b>13</b>  | Becoming HIV positive but cover for this Event is only provided if the infection was as a direct result of playing or participating in the Sport nominated in The Schedule.  | 10%       |
| <b>14.</b> | Actual Non Medicare Medical Expenses incurred following Accidental miscarriage or premature child birth up to max 26 weeks of pregnancy.   | up to 5%  |

Cover for this Event is only provided if the miscarriage or childbirth was as a direct result of playing or participating in the Sport nominated in The Schedule

Event 14 is subject to deduction of the Excess specified in The Schedule for Medical Benefits

## **4.2 Medical Benefits (If noted in The Schedule that You have purchased this Section)**

### **4.2.1 - Non Medicare Benefits**

If, during the Scope of Cover, an Insured Person suffers Bodily Injury which within twelve calendar months results in:-

- Private Hospital Accommodation
- Ambulance Transport Cost
- Chiropractic
- Dental Services (to sound whole teeth only)
- Ancillary Medical Procedures
- Theatre Fees in Private Hospital where Medicare does not apply
- Orthotics, Splints and Prosthesis where an Insured Person's Medical Practitioner considers them medically necessary for the treatment of the Bodily Injury

We will pay for the Non Medicare Medical Expenses incurred subject to the percentage and maximum sum insured as noted in The Schedule

This benefit covers only expenses that are not covered by the Medicare Act 1983. Further, it only applies to the difference between any private health insurance rebate to which an Insured Person may be entitled and the actual cost incurred by the Insured Person.

This benefit is subject to deduction of the Excess specified in The Schedule and a maximum payment per claim as specified in The Schedule.



## ***Medical Benefits - continued***

In the event an Insured Person suffers Bodily Injury more than 200 kilometres from their Normal Place of Residence and are hospitalized for 3 days or more at that location We will pay up to \$2,000 toward the cost of repatriation to a medical facility of the Insured Person's choice within 20 kilometres of their Normal Place of Residence in addition to expenses incurred under Section 4.2.1.

### **4.2.2 Physiotherapy Benefits**

If, during the Scope of Cover, an Insured Person suffers Bodily Injury which within twelve calendar months results in physiotherapy treatment required and provided by a suitably qualified physiotherapist We will pay the following

Visits 1 to 5	95% (of the fee charged less rebates from other sources)
Visits 6 to 10	80% (of the fee charged less rebates from other sources)
All other visits	75%

This benefit is subject to the maximum payment per claim and the application of the Excess specified in The Schedule

## **4.3. Weekly Benefits (If noted in The Schedule that You have purchased this Section)**

### **Loss of Income Benefit – Income Earners**

**4.3.1.** If an Insured Person who earns income via personal exertion suffers Bodily Injury during the Scope of Cover resulting in Temporary Total Disablement We shall pay the percentage noted in The Schedule of the Insured Person's Net Income Lost or the amount specified for this benefit in The Schedule, whichever is the lesser. Cover is only provided if the Insured Person was engaged full time in their Occupation up to the time of the Bodily Injury. An Insured Person's entitlement to benefits under this Section does not commence until after the expiry of the Excess Period specified in The Schedule.

### **4.3.2. Student Allowance – Non Income Earners**

If an Insured Person, who does not earn income but is a full time student at an accredited institution of higher learning, suffers Bodily Injury We shall pay up to 100% of the actual cost of Home Tutorial Expenses certified as necessary by the attending Medical Practitioner subject to a maximum of \$200 per week for each week of Temporary Total Disablement. An Insured Person's entitlement to benefits under this Section does not commence until after the expiry of the Excess Period specified in The Schedule.

For the purposes of 4.3.2 only Home Tutorial Expenses is defined as costs incurred for a tutor or tutors to attend the Insured Person's Normal Place of Residence to continue the studies that the Insured Person has been completing in the 12 months prior to the date of the Bodily Injury.

## ***Weekly Benefits - continued***

### **4.3.3 Domestic Home Help – Non Income Earners**

If an Insured Person who does not earn income suffers Bodily Injury We shall pay up to 100% of the actual cost of domestic home help certified as necessary by the attending Medical Practitioner subject to a maximum of \$200 per week for each week of Temporary Total Disablement. An Insured Person's entitlement to benefits under this Section does not commence until after the expiry of the Excess Period specified in The Schedule.

Benefits will only be payable under one of the Sub Sections within Section 4.3 for each occurrence of Bodily Injury.

All Benefits payable under Section 4.3 are subject to the Maximum Benefit Period noted in The Schedule.

## **4.4 Other Benefits**

### **4.4.1 Injury Assistance and Parents Inconvenience Benefit**

We will reimburse an Insured Person for non medical expenses incurred directly relating to the Bodily Injury. We will not pay more than the maximum limit specified in The Schedule for this benefit.

For the purposes of 4.4.1 only, non medical expenses includes items such as transportation and accommodation costs certified as necessary by the Insured Person's Medical Practitioner. Non medical expenses does not include wages lost by any person.

No compensation shall be payable in respect of 4.4.1 should there be any amount payable under Section 4.3.

### **4.4.2 Rehabilitation Benefit**

We will pay all reasonable costs incurred for the rehabilitation of a Bodily Injury which have been incurred following a referral from a Medical Practitioner to a rehabilitation provider including but not limited to a Gymnasium, Pilates Studio or physical trainer to a maximum amount of \$500.

In addition to this We will pay the expenses incurred for tuition or advice from a licensed vocational school provided such tuition is undertaken with the Company's prior written agreement and deemed required by the Insured Person's regular Medical Practitioner up to a maximum of \$3,000

### **4.4.3 Bed Care Benefit**

In the event an Insured Person is necessarily confined to a bed after a Bodily Injury for a period of not less than 7 days and their confinement is certified as necessary by their attending Medical Practitioner to be under the continuous care of a registered nurse, who is not related to the Insured Person or a member of the Insured Person's family, We will pay the Insured Person \$300 per week up to a maximum of 52 weeks.

For the purposes of this Benefit, We will not pay for any claim whereby the Insured Person is confined to a bed in any institution used as a nursing or convalescent home, a place of rest, a geriatric ward, a mental institution, a rehabilitation or extended care facility or a place for the care of alcohol or drug addicts.

## ***Other Benefits - continued***

### **4.4.4 Dependant Children's Allowance**

We will pay all reasonable costs incurred by the Dependant Children of an Insured Person as a direct result of the Bodily Injury to the Insured Person whilst the Insured Person is under going treatment for a Bodily Injury covered under this Policy to a maximum amount of \$500

For the purposes of 4.4.4 Dependant Children means the unmarried children under the age of 19 who are still living at home, or under 25 years of age and engaged as a full time student at an accredited institution of higher learning, and are entirely dependant on the Insured Person at the time of the loss. Dependant Children extends to include step or legally adopted children.

### **4.4.5 Home Renovation Benefit**

If, as a direct result of Bodily Injury, an Insured Person has a valid claim under Events 2 to 7 of 4.1 Capital Benefits, and the Insured Person is required to renovate his or her Normal Place of Residence, for the purpose of normal daily living (ie washing, cooking, bathing and dressing) We shall pay 80% of costs incurred for the installation of necessary items including but not limited to ramps, guide rails, alarm systems and similar household aids, up to a maximum of \$10,000

### **4.4.6 Funeral Expenses Benefit**

If, as a direct result of Bodily Injury, an Insured Person suffers Event 1 of Section 4.1, We will pay an amount not exceeding \$5,000 in respect of the Insured Person's funeral expenses upon receipt of verifiable accounts and/or receipts.

### **4.4.7 In Memoriam Benefit**

If, as a direct result of Bodily Injury, an Insured Person suffers Event 1 of Section 4.1 Capital Benefit We will pay to The Insured all reasonable costs associated with the proper observance of the passing of a club member to a maximum of \$1,000.

### **4.4.8 Kidnapping Benefit**

If an Insured Person is kidnapped during the Scope of Cover, We will pay 10% of the Capital Benefit listed in The Schedule.

### **4.4.9 Membership Benefit**

If, following a Bodily Injury, an Insured Person is deemed by their attending Medical Practitioner unable to participate in the playing of the Sport noted in The Schedule, for the remainder of the season, We will pay a pro rata amount of the annual club membership/registration fee for the period from the date of the Bodily Injury until the end of the season that the Bodily Injury occurred in up to a maximum of \$500.

## **5. Cancellation**

- 5.1.** We may cancel this Policy in accordance with the Insurance Contracts Act (1984) as amended. We will return a ratable proportion of any Premium paid by You in respect of any unexpired cover (if any).
- 5.2.** You may cancel this Policy within fourteen (14) days after the Inception Date by writing to Us and We will refund any Premium and Insurance Premium Tax that may have been collected provided that no claim has been notified to Us. If You do not do so You will be deemed to have accepted this Policy and to have agreed to be bound by its terms and conditions.

Thereafter, You have the right to cancel this Policy at any time by giving Us Written notice at Our Registered Office. Cancellation will be effective upon receipt of the Written notice by Us. We will return a ratable proportion, based on a seasonal basis, of any Premium paid by You in respect of any unexpired cover (if any), provided that no claim has been notified to Us.

## **6. What We will not pay for:**

We will not pay any claim under any Section of this Policy that arises directly or indirectly out of the following:

- 6.1.** Suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save life), or Your or the Insured Person's own criminal act, or the Insured Person being under the influence of alcohol or drugs, or suffering from mental sickness, nervous anxiety, depression, emotional disorders or stress related conditions or complaints (even if the mental sickness, nervous anxiety, depression or stress related conditions or complaints arose out of Bodily Injury).
- 6.2.** the Insured Person engaging in or taking part in any Sport/s other than the Sport/s nominated in The Schedule.
- 6.3.** the Insured Person taking part in hazardous and/or dangerous pursuits or pastimes and/or Sports not declared to Us, or engaging in naval, or military and air force services or operations.
- 6.4.** War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, riots, strikes, civil commotion, rebellion, insurrection, or military or usurped power. This exclusion includes but is not limited to civil disorders of any kind, to any security measures that may result in the closure of the venue or the non-access to it, or to the non-participation by attendees or performers, whether voluntary or compulsory. The word "War" includes undeclared war, civil war, insurrection, rebellion, revolution, war-like act by military force or military personnel, destruction or seizure or use for a military purpose, and including any consequences of any of these.
- 6.5.** Death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.  
  
Furthermore this Policy also excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.
- 6.6.** Any pre-existing defect, infirmity or sickness the Insured Person suffered from at the time of the Accident.

### ***What We will not pay for - continued***

- 6.7.** Pregnancy or related complications, in either case, unless accelerated by accidental injury as per Section 4.1, Event 14.
- 6.8.** the Insured Person engaging in any aerial activity except as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.
- 6.9.** All claims arising out of the Insured Person's failure to seek or follow medical advice.
- 6.10.** Human Immunodeficiency Virus (HIV) howsoever this syndrome has been acquired or may be named. However this does not apply to the extent cover is provided in Section 4.1, Event 13.
- 6.11.** Ionising radiation or radioactive contamination.
- 6.12.** Contracting a sexually transmitted disease, abortion or infertility treatment and also medical operations or treatments which are not medically necessary, including cosmetic or beauty treatments.
- 6.13.** Any medical or surgical procedure performed on the Insured Person for any gradually developing bodily deterioration whatever the cause of that deterioration.
- 6.14.** Sickness, disease or disorder of any kind.
- 6.15.** Costs incurred for preventative measures rather than for the treatment of a Bodily Injury.

### **7. Claim Conditions**

- 7.1.** Written notice must be given to Us within thirty (30) days (or as soon as reasonably thereafter) of becoming aware of any Accident which causes or may cause Disablement within the meaning of this Policy of Insurance and, if applicable, You must as early as possible, place Yourself under the care of a duly qualified Medical Practitioner.
- 7.2.** Written notice must be given to Us as soon as reasonably practicable in the event of the death of an Insured Person resulting or alleged to result from an Accident.
- 7.3.** No claim will be accepted under this Policy by Us until We have received a completed claim form together with satisfactory medical evidence, proof of age and Occupation, employer's certificates and such other documents We may reasonably require.
- 7.4.** If the consequence of an Accident shall be aggravated by any condition of physical disability that You had which existed before the Accident occurred, the amount of any compensation payable under this Policy in respect of the consequences of the Accident shall be the amount which it is reasonably considered could have been payable if such consequences had not been so aggravated.
- 7.5.** In event of a claim under this Policy, You shall allow all medical records, notes and correspondence referring to the claim or related pre-existing conditions to be made available on request, in accordance with all statutory provisions relating to access medical records, to the medical adviser appointed by Us or on Our behalf (at Our own expense) and such medical adviser shall be allowed, so often as may be deemed necessary, to make an examination of You.

### ***Claim Conditions - continued***

- 7.6. Once We have accepted the claim for Disablement, We will pay benefits as follows:

In respect of Medical Benefits; at the completion of Your treatment up to a maximum of 12 months from the date Bodily Injury occurred.

In respect of Weekly Benefits; upon receipt of satisfactory evidence from the Insured Person's Medical Practitioner confirming Temporary Total Disablement, We will pay monthly in arrears.

- 7.7. All Temporary Disablement benefits shall cease on the Insured Person's death.

- 7.8. The amount of any Weekly Benefit payable under 4.3.1 will be reduced by the amount of any periodic compensation benefits payable under any other insurance policy or by The Insured Person's employer or from any other source so that the total amount of any such benefits and the Weekly Benefit payable under this Policy shall not exceed the percentage nominated in The Schedule of The Insured Person's Net Income Lost.

- 7.9. Odd days of benefit will be payable at one seventh of the Weekly Benefit. Weekly Benefits will only be payable in respect of complete days of Disablement.

- 7.10. During the currency of the claim You must continue to pay any relevant Premiums and Insurance Premium Tax as originally stated in the Policy Schedule if and when they fall due.

- 7.11. Benefits shall NOT be payable for more than one of the Events in the "Policy Benefits Sections 4.1 and 4.3" in respect of the same Bodily Injury.

- 7.12. Benefits payable for "Policy benefits Section 4.1" shall be reduced by any sum already paid under Sections 4.2, 4.3, and 4.4.1 in respect of the same Bodily Injury. After the happening of any one of Events in Section 4.1 there shall thereafter be NO further liability under Section 4.1 in respect of the same Insured Person.

- 7.13. Benefits shall NOT be payable under more than one of the events for disablement resulting from any further Bodily Injury whilst there is an existing entitlement for Benefits.

- 7.14. Benefits shall NOT be payable unless You shall as soon as possible after the happening of any occurrence obtain and follow proper medical advice from a legally qualified Medical Practitioner.

- 7.15. Benefits shall NOT be payable for any period after the Insured Person has resumed playing or training for the Sport nominated in The Schedule except for subsequent unrelated Bodily Injuries.

- 7.16. Benefits shall NOT be payable for that part of the benefit payable under Net Income Lost for which other loss of income benefits can be claimed.

- 7.17. We will, at Our own expense, have the right and opportunity to examine the Insured Person when and as often as We may reasonably require during the period of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

## **8. Claims Procedure**

- 8.1.** If You or an Insured Person wishes to make a claim, either contact the Intermediary who arranged this Insurance for You or contact Sportscover (as per the address below). When submitting the claim form You must give Your Policy reference. Please note that if medical treatment has been received You or the Insured Person must obtain medical certificates showing the nature of the Bodily Injury. All circumstances that are likely to give rise to a claim under this Insurance should be notified within thirty (30) days after the occurrence (or as soon as reasonably practicable thereafter).

## **9. Complaints Procedure and Dispute Resolution Process**

- 9.1.** It is always Our intention to provide a first class standard of service. However, if You have any cause for complaint You should, in the first instance, contact the Intermediary who arranged this Insurance for You.
- 9.2.** Should the matter not be resolved to Your satisfaction please write to the Internal Dispute Resolution (IDR) Committee, Sportscover Australia Pty Ltd, 271-273 Wellington Road, Mulgrave, Victoria 3170. A representative of this committee will then review the matter with You.
- 9.3.** If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should write to:

Lloyd's Underwriters' General Representative in Australia  
Suite 2, Level 21  
Angel Place  
123 Pitt Street  
Sydney NSW 2000  
Telephone Number: (02) 9223 1433

If your dispute remains unresolved you will be referred to the Insurance Ombudsman Service operated by Insurance Ombudsman Service Limited under the terms of the General Insurance Code of Practice. For other disputes you will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters' General Representative in Australia at the address above.

The Underwriters accepting this insurance agree that:

- (i) if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia  
Suite 2, Level 21  
Angel Place  
Pitt Street  
Sydney NSW 2000

who has authority to accept service and to appear on the Underwriters' behalf;

- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

## **Your Policy Wording consists of:**

- This insurance Policy document which sets out details of Your cover and its limitations; and
- A Schedule approved by Us, which sets out who is insured, the cover(s) selected, the Period Of Insurance, the Benefits, Excesses and other important information. This is referred to as The Schedule in the Policy Wording.

You should carefully read and retain Your insurance Policy Wording and The Schedule. These documents should be read together as they jointly form the contract of insurance between You and Us. Any new or replacement Schedule We may send You, detailing changes to Your insurance or the Period Of Insurance will become the current Schedule which You should carefully read and retain.

### **SPORTSCOVER AUSTRALIA PTY LTD A.C.N. 006 637 903**

**MELBOURNE** – 271 – 273 Wellington Road, Mulgrave, Vic. 3170

**SYDNEY** – Suite 1, Level 2, 68 Macquarie Street, Parramatta, NSW 2150

**LONDON** – LUC, 3 Minster Court, Mincing Lane, London EC3R 7DD

Ph: +61 3 8562 9100

Ph: +61 2 8833 5800

Ph: +44 (0)20 7398 4080

Fax: +61 3 8562 9111

Fax: +61 2 8833 5811

Fax: +44 (0)20 7398 4090

EMAIL: [info@sportscover.com](mailto:info@sportscover.com)

WEBSITE: [www.sportscover.com](http://www.sportscover.com)

**Claims Hotline (Australia only) – 1300 134 956**





# Ice Hockey Australia

(Trading name of the Australian Ice Hockey Federation)

ABN 77 106 538 293

23 DICKERSON WAY, REDWOOD PARK

SOUTH AUSTRALIA 5097

Tel: +61 8 8251 1734 Fax: +61 8 8251 5156

[iha@iha.org.au](mailto:iha@iha.org.au) / [www.iha.org.au](http://www.iha.org.au)

11 March 2009

Subject: IHA Risk Management Audit

Attention: IHA Board & Directors

As you are aware, I have commenced working on developing a formal Risk Management Plan for IHA.

In preparation for this weekend's GA meeting regarding discussion on the Plan, I have identified the majority of risks associated with the sport as listed on the attached Risk Audit Form. The list is presented as a starting point for discussion and further development of the Plan. The objective is to adopt the "KISS" principle which is - "Keep It Simple & Sustainable".

Although at first hand the items listed appear to be 'over the top', you will note that a number of risks listed are already in place either formally or informally. This first stage in the Risk Management process is to identify all of the associated risks with the sport. It is expected many of you will identify additional risks, no matter how minor, that should be included on the list. Feel free to do so.

Whether these can be controlled or be minimised to reduce the risks and claims against IHA's insurance policy will be the next step in the process as some of the risks are associated with privately owned ice venues. However, this does not give excuse for not striving to improve safety within the sport and the foresight of the risks involved.

The next steps will be to:

- Analyse each risk as to the degree of impact and how likely is this impact to occur;
- Evaluate each of the risks to determine if the risks are acceptable or not, taking into account:
  - The controls already in place;
  - The cost of impact of managing the risks or leaving them untreated;
  - Benefits and opportunities presented by the risks;
  - The risks borne by stakeholders (third parties, venue owners, etc.) and
  - Whether they are likely to be Extreme, High, Medium or Low risk.
- Treating the identified risks and assess which are unacceptable and identify the options for reduction using an Action Plan

Once in place, IHA will be compelled to review its Risk Management Plan on a continuous basis by listing any risks experienced or identified during the season.

It is requested you are prepared for further discussion this weekend.

Regards,

Don Rurak  
President





## IHA RISK MANAGEMENT AUDIT

KEY ELEMENT	ID No.	RISK DESCRIPTION	EXISTING CONTROLS		CONSEQUENCES	LIKELIHOOD	CRITERION	AGREED PRIORITY
			YES	NO				
Management Activities	1.	Do the IHA Board and its affiliate organisation's Board meet regularly with all decisions and actions documented?	X		Major	Rare	Sporting Success	Low
	2.	Do IHA and its affiliate organisations conduct risk assessments on all programs, activities and events?		X	Major	Likely	Safety	Medium
	3.	Do IHA have a clear plan for the future that describes what IHA wants to do and how IHA is going to do it?	X		Major	Rare	Sporting Success	Low
	4.	Are all IHA and its affiliate organisations risk assessments documented?		X	Major	Likely	Safety	Medium
Human Resources & Behaviour	5.	Does IHA have position descriptions for all office bearers/staff?	X		Major	Rare	Compliance	Low
	6.	Has IHA officers and players agreed to a code of behaviour or conduct?	X		Moderate	Possible	Image & Reputation	Low
	7.	Do IHA members understand the extent of their "Duty of Care"?	?	X	Moderate	Possible	Image & Reputation	Low
	8.	Do IHA and its affiliate organisations meet the legislative requirements for paid employees?	X		Moderate	Unlikely	Compliance	Low
Financial & Marketing Activities	9.	Do IHA have a realistic budget and present regular financial reports that identify how IHA is going financially?	X		Major	Rare	Financial Viability	Low
	10.	Are all IHA financial transactions accurately recorded?	X		Major	Rare	Financial Viability	Low
	11.	Is an annual audit conducted of IHA's and its affiliate organisations financial records?	X		Major	Rare	Compliance	Low
Regulatory Requirement	12.	Do your organisation and affiliate organisations have a constitution?	X		Major	Rare	Compliance	Low
	13.	Is your organisation and affiliate organisations incorporated?	X		Major	Rare	Compliance	Low
	14.	Does your organisation and affiliate organisation have any policies to guide its decision making (member protection, drugs, etc?)	X		Major	Rare	Compliance	Low



## IHA RISK MANAGEMENT AUDIT

	15.	Do IHA and its affiliate organisations encourage non-alcoholic beverages during a sanctioned event?			Minor	Possible	Image & Reputation	Low
	16.	Do IHA and its affiliate organisations ensure proper licensing during events where alcohol is present?			Moderate	Rare	Compliance	Low
	17.	Do IHA and its affiliate organisations ensure certified bartenders are used for serving alcoholic beverages?			Moderate	Rare	Compliance	Low
	18.	Do IHA and its affiliate organisations ensure all teams have an IHA certified coach(s)?			Moderate	Rare	Compliance	Low
	19.	Do IHA and its affiliate organisations ensure coaches and assisting bench personnel have a good background and character by employing IHA's Member Protection Policy, in specific, police checks?			Moderate	Rare	Compliance	Low
	20.	Do IHA and its affiliate organisations ensure coaches wear a CSA approved helmet during trainings?			Major	Rare	Compliance	Low
	21.	Do IHA and its affiliate organisations ensure coaches do not allow an injured player to return to active play?			Major	Rare	Compliance	Low
	22.	Do IHA and its affiliate organisations ensure all on-ice officials are IHA accredited?			Major	Rare	Compliance	Low
	23.	Do IHA and its affiliate organisations ensure all IHA accredited referees are encouraged to obtain first aid training?			Major	Rare	Compliance	Low
	24.	Do IHA and its affiliate organisations ensure all on-ice officials wear CSA approved helmet and facemask at all times?			Major	Rare	Compliance	Low
	25.	Do IHA and its affiliate organisations ensure all on-ice officials are wearing the appropriate crested attire over their safety equipment?			Minor	Rare	Compliance	Low
	26.	Do IHA and its affiliate organisations conduct systematic audits and evaluations games and game			Minor	Rare	Compliance	Low

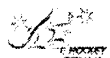


## IHA RISK MANAGEMENT AUDIT

		personnel? (i.e. game sheets, referee reports, evaluations of on-ice officials, coaches and players, etc)						
	27.	Do IHA and its affiliate organisations ensure on-ice officials are consistent in rule application and can effectively communicate these to the players and coaches?			Minor	Possible	Safety	Low
	28.	Do IHA and its affiliate organisations oppose fighting?			Moderate	Possible	Safety	Low
	29.	Do IHA and its affiliate organisations promote the use of mouth guards?			Moderate	Possible	Safety	Low
	30.	Do IHA and its affiliate organisations ensure all drivers of team buses, vans or cars are properly licensed for that type of vehicle?			Major	Unlikely	Financial Viability	Low
	31.	Do IHA and its affiliate organisations ensure that drivers are knowledgeable that if equipment needs to be carried in a bus, the middle seats should be designated as 'equipment seats', so access to the rear emergency door is not blocked?			Major	Unlikely	Financial Viability	Low
	32.	Do IHA and its affiliate organisations ensure teams who are travelling abroad have a copy of every team member's passport in case the person or the passport goes missing?			Moderate	Possible	Safety	Low
	33.	Do IHA and its affiliate organisations ensure teams who require hotel accommodation ensure the accommodation is in a safe area and request non-smoking floors, request that the rooms are located on the 10 <sup>th</sup> floor or lower for access by fire equipment, familiarise the team as to the hotel's emergency exit procedures and location of the emergency exits and implement a "buddy" system approach and mustering point to ensure everyone is accounted for?			Moderate	Possible	Safety	Low

## IHA RISK MANAGEMENT AUDIT

	34.	Do IHA and its affiliate organisations ensure when players are billeted the team manager and coach: <ul style="list-style-type: none"> <li>• know the addresses and telephone number of the homes of every billeted player;</li> <li>• every billeted player has the phone number of the team manager and coach; and</li> <li>• the home where a teenage girl is billeted does not have older teenage boys.</li> </ul>			Moderate	Possible	Safety	Low
	35.	Do IHA and its affiliate organisations ensure that although a Waiver Form does not absolve negligence, a Waiver Form should be used to point out the potential risks as the Waiver can be used to reduce the amount the organisation would be required to pay should legal action take place against the organisation?			Moderate	Possible	Financial Viability	Low
	36.	Do IHA and its affiliate organisations ensure only CSA standard helmets and face mask is worn during games and trainings?			Major	Rare	Safety	Low
	37.	Do IHA and its affiliate organisations ensure that if a child is injured and requires first-aid, he or she will be examined by two adults and should not be touched in an area that would be covered by a swimsuit?			Major	Possible	Financial Viability	Low
	38.	Do IHA and its affiliate organisations ensure adults and children do not sleep together under any circumstances?			Moderate	Rare	Financial Viability	Low
	39.	Has IHA considered the health and safety of everyone in the organisation and does IHA meet OH&S regulations?	X		Major	Rare	Compliance	Low
	40.	Do all coaches/instructors/leaders have appropriate, current IHA accreditation?	X		Major	Rare	Compliance	Low
	41.	Are IHA and its affiliate organisations aware of the industry standards that	X		Major	Rare	Compliance	Low



## IHA RISK MANAGEMENT AUDIT

		apply to your operations?						
Reporting/Accountability Requirements	42.	Do IHA and its affiliate organisations ensure accurate records are kept on all injuries, regardless of how small they are?			Moderate	Possible	Safety	Low
	43.	Is the IHA Annual Report circulated to all members?		X	Minor	Possible	Accountability	Low
	44.	Do IHA and its affiliate organisations ensure the recommended rules of play and protocols are followed for your activity?	X		Major	Possible	Safety	High
Operational Activities & Controls	45.	Do IHA and its affiliate organisations control fans at games & trainings?			Major	Possible	Safety	Medium
	46.	Do IHA and its affiliate organisations announce the dangers in not watching the puck during games?			Moderate	Possible	Safety	Medium
	47.	Do IHA and its affiliate organisations ensure aisles are clear of any obstruction in case of emergency for safe exit?			Major	Possible	Safety	High
	48.	Do IHA and its affiliate organisations identify all emergency exits for all spectators, especially children during games?			Major	Possible	Safety	High
	49.	Do IHA and its affiliate organisations ensure emergency exits are clear of obstructions and not locked during sanctioned events?			Major	Possible	Safety	High
	50.	Do IHA and its affiliate organisations ensure the public do not enter the ice surface at any time during a game or training?			Major	Possible	Safety	High
	51.	Do IHA and its affiliate organisations check that the dasher boards are in good repair, with no protrusions, holes, etc?			Moderate	Possible	Safety	Low
	52.	Do IHA and its affiliate organisations ensure all dasher board doors are secure and operational?			Moderate	Possible	Safety	Low
	53.	Do IHA and its affiliate organisations ensure dressing rooms have adequate			Moderate	Possible	Safety	Low



## IHA RISK MANAGEMENT AUDIT

		lighting, are free from slipping hazards and have adequate exit in case of an emergency?						
	54.	Do IHA and its affiliate organisations ensure there is a system of security for each team's dressing room?			Moderate	Possible	Safety	Low
	55.	Do IHA and its affiliate organisations ensure the venue's first aid room and first aid kit is adequate for a serious injury?			Moderate	Possible	Safety	Low
	56.	Do IHA and its affiliate organisations ensure there is a first-aid kit on the bench at all times?			Moderate	Possible	Safety	Low
	57.	Do IHA and its affiliate organisations ensure there is a certified first-aider on the bench at games and training at all times?			Moderate	Possible	Safety	Low
	58.	Do IHA and its affiliate organisations ensure players and officials are not exposed to the public when exiting the ice surface prior to, during or after a game?			Moderate	Possible	Safety	Low
	59.	Do IHA and its affiliate organisations ensure all available lighting is on during games and trainings?			Moderate	Possible	Safety	Low
	60.	Do IHA and its affiliate organisations ensure only the appropriate personnel (net setters) are on the ice during resurfacing?			Moderate	Possible	Safety	Low
	61.	Do IHA and its affiliate organisations ensure all off-ice officials are adequately protected by glass or a mesh?			Moderate	Possible	Safety	Low
	62.	Do IHA and its affiliate organisations ensure the off-ice officials are separated from the spectators as much as is physically possible?			Moderate	Possible	Safety	Low
Education & Training	63.	Do IHA and its affiliate organisations ensure equipment is properly fitted by height, weight and age and is in a good state of repair?			Moderate	Possible	Safety	Low



## IHA RISK MANAGEMENT AUDIT

	64.	Do IHA and its affiliate organisations ensure old or used equipment meet the protective standards when conducting used equipment sales?			Moderate	Possible	Safety	Low
	65.	Do IHA and its affiliate organisations ensure all teams are knowledgeable of IHA's Emergency Action Plan for safely removing players with neck and/or back injuries safely from the ice surface?			Major	Possible	Financial Viability	High
	66.	Do IHA and its affiliate organisations ensure IHA certified coaches are aware of and have the knowledge to safely employ the Emergency Action Plan for safely removing players with neck and/or back injuries from the ice surface?			Major	Unlikely	Financial Viability	High
	67.	Do IHA and its affiliate organisations ensure coaches know the proper methods of stretching prior to any game or practice?			Minor	Unlikely	Safety	Low
	68.	Do IHA and its affiliate organisations ensure coaches do not allow goalies to warm up with a shooting drill on the side boards, especially with spectators near the area?			Moderate	Possible	Safety	Low
	69.	Do IHA and its affiliate organisations ensure coaches do not promote unsafe or high risk drills? (i.e. Players near or behind the net during warm ups or shooting drills)			Moderate	Possible	Safety	Low
	70.	Do IHA and its affiliate organisations ensure all IHA accredited referees are familiar with the Emergency Action Plan procedures for safely removing players with neck and/or back injuries from the ice surface?			Major	Possible	Safety	High
	71.	Do IHA and its affiliate organisations ensure coaches who are aware of an injury sustained by a player that requires medical attention (Doctor or hospital), must have a written Doctor's			Moderate	Possible	Safety	Low



## IHA RISK MANAGEMENT AUDIT

		approval for the player to return to normal play?						
	72.	Do IHA and its affiliate organisations ensure all IHA members are aware and have access to IHA's insurance programs?			Minor	Possible	Compliance	Low
Processes & Procedures	73.	Are procedures in place to ensure security of membership information and do they comply with the Privacy legislation?	X		Major	Unlikely	Image & Reputation	Low
	74.	Is all IHA expenditure authorised through an identified process?	X		Major	Rare	Financial Viability	Low
	75.	Are IHA and its affiliate organisation's rules, by-laws and practices non-discriminatory?	X		Major	Rare	Financial Viability	Low
	76.	Does IHA have an Emergency Action Plan for safely removing players with neck and/or back injuries from the ice surface?	?		Major	Possible	Financial Viability	High
	77.	Do IHA and its affiliate organisations have a procedure for dealing with complaints?	X		Major	Rare	Compliance	Low
	78.	Do IHA and its affiliate organisations require participants to sign a waiver or release form prior to participating?	X		Major	Rare	Compliance	Low
	79.	Does IHA have a clear procedure for reporting accidents/injuries?	X		Major	Rare	Compliance	Low
	80.	Do IHA and its affiliate organisations conduct regular safety inspections of buildings, grounds and equipment when conducting national or sanctioned programs?		X	Moderate	Possible	Safety	Medium
Interfaces & Communication	81.	Are these policies communicated to all affected?	X		Moderate	Possible	Accountability	Medium
	82.	Do your organisation and affiliate organisations communicate regularly with its members?		X	Minor	Unlikely	Accountability	Low
	83.	Do IHA and its affiliate organisations promote education and training opportunities?	X		Minor	Possible	Accountability	Low



## IHA RISK MANAGEMENT AUDIT

Commercial & Legal Relationships	84.	Do IHA and its affiliate organisations have the following insurance covers – public liability, professional indemnity and directors and officers' liability?	X		Catastrophic	Rare	Financial Viability	Low
	85.	Do IHA meet the terms of any contracts it is involved with?			Major	Rare	Compliance	Low
	86.	Are IHA and its affiliate organisations aware of the legislation or local government by-laws that could apply to IHA sanctioned activities?	X		Major	Rare	Compliance	Low
	87.	Does IHA test and monitor the venue air quality during national championships and major events?	X		Major	Possible	Safety	Low



## IHA RISK MANAGEMENT AUDIT

### DEFINITIONS

#### A. Key Elements

Element	Includes:
Management Activities	Personnel management; Office accommodation; OH&S, Leadership; Planning; Policies; Strategies
Human Resources & Behaviour	Personnel and skills availability; Funding (salaries) availability; Personnel experience and competence/reliability
Financial and Marketing Activities	Budget bids/requirements; Government funding; Private sponsorship funding; Budget allocations; Expenditure monitoring/control
Regulatory Environment	Controls; Government surveillance; Statutory requirements; Constitution, bylaws, regulations & policies; Duties & responsibilities; CEO & Board instructions.
Reporting/Accountability Requirements	Statutory reporting; Reporting to members; Financial (budget and asset) reporting; Auditing requirements; Ad hoc reports.
Operational Activities and Controls	Major event management (program, technical, officials and competitors); Venues and competition facilities; Travel and accommodation.
Education and Training	Coaches and Officials education and training.
Processes and Procedures	Currency of documentation; Management of correspondence; Delineation of responsibilities; Delegations and authorisations; Knowledge and experience gaps.
Interfaces and Communication	MOUs with other sporting organisations; state affiliated bodies or Government agencies; Formal sponsorship arrangements; Face-to-face meetings; Marketing capabilities/functions; Correspondence and mode of delivery; Geographic location; AGMs, GAMs and Conferences; Web-page effectiveness; Developing relationships.
Commercial and Legal Relationships	Insurance – public, professional indemnity, sports injury, product liability, warranties, indemnities, liquidated damages, applicable law, excusable delay.

#### B. Risk Priorities Scale

	Consequences				
Likelihood	Negligible	Minor	Moderate	Major	Catastrophic
Almost Certain	Medium	Medium	High	High	Extreme
Likely	Low	Medium	Medium	High	
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare		Low	Low	Medium	High

#### C. Consequences Impact Scale

Rating	Potential Impact
Catastrophic	IHA would be permanently disbanded i.e. put out of business
Major	Most criteria threatened, or one severely affected
Moderate	Some criteria affected, considerable effort to rectify
Minor	Easily remedied, with some effort the criteria can be achieved
Negligible	Very small impact, rectified by normal process



## IHA RISK MANAGEMENT AUDIT

### D. Likelihood Scale

Rating	Likelihood (The probability that a problem may occur)
<b>Almost Certain</b>	Will probably occur, could occur several times per year
<b>Likely</b>	High probability, Likely to arise once per year
<b>Possible</b>	Reasonable likelihood that it may arise over a five-year period
<b>Unlikely</b>	Plausible, could occur over a five to ten year period
<b>Rare</b>	Very unlikely but not impossible, unlikely over a ten year period

### D. Criterion

Criterion	Definitions
<b>Membership</b>	Decline in members.
<b>Sporting Success</b>	Decline in international success.
<b>Safety</b>	Non-compliance with industry standards, injury to members and the public.
<b>Financial Viability</b>	Solvency of the organisation.
<b>Compliance</b>	Breach of the Incorporations Act; Subject to legal action.
<b>Image and Reputation</b>	Public image and reputation for the sport; No sponsors; Federal Government Agency holding a public inquiry into the management of the sport.

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**AUTRALIAN ICE HOCKEY FEDERATION Inc.  
(Trading as ICE HOCKEY AUSTRALIA)**

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**RISK MANAGEMENT POLICY**

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**March 2009**

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### Overview

Effective governance is an integral characteristic of any successful organisation. Ice Hockey Australia is no exception. Ice Hockey Australia's and affiliated member organisation's boards, directors and officers are responsible for ensuring that their organisations are well managed, able to deal with future challenges, and capitalise on opportunities with minimal risk.

All board and director members need to be aware of their obligations and responsibilities and have the necessary skills and knowledge to competently fulfil their duties as decision makers. If the board and directors allows an organisation to simply maintain the status there is a danger current risks are accepted and will continue to prevail unabated until such time they become major in nature. In addition, changing laws and economic conditions must be acknowledged so the sport is kept abreast with the environmental legal and compliant changes that could severely impact on their core business – financial stability and solvency.

Our sport has recently experienced dramatic changes in today's society's legal attitude. No longer can one afford a "she'll be alright mate" attitude and hope for the best. Reacting to a foreseeable problem after it has happened exhausts time, resources, and at times, financial impact to the members.

Risk Management is both an individual and a corporate responsibility. Individual members are all responsible for anticipating and managing issues that may impact upon how well strategies are implemented to meet the goals and objectives of the sport.

We all deal with risks everyday. In a practical sense, they may present themselves as simply a hazard that may cause harm or loss to an individual member, participant or a fan. In a legal sense, they present themselves as consequences, or may arise as a consequence, of a negligent act or non-compliance with the law which ultimately will result in a financial penalty.

In all our decisions, we have continually strived to ascertain the associated risks with the final outcome. Unfortunately, currently there is no formal structured or tangible approach in place to demonstrate our actions. Therefore, we are open to scrutiny and criticism from individual members and partner organisations. As a result, the sport and its individual members are open to penalties, which in most cases could lead to increased costs. This was never more evident than three significant insurance cases experienced in the past two seasons which resulted in higher insurance premiums. All of these could have been prevented.

Although on surface Risk Management appears to be a daunting and unattainable task, this document is designed to assist the sport's decision makers with a simplistic approach to minimising the associated risks with their decisions. All risks cannot be eliminated, and in such cases, they need to be minimised as much as is humanly possible.

As stated, we are already applying a greater majority of Risk Management techniques in our decisions, some of which have been major to the sport, such as the hosting the World Division II Championship. We now need to formalise them.

It is the purpose of this document to further inform and educate the ice hockey community as to what risk management means and how it can be applied at all levels of competition. Your dedicated assistance in this endeavour will result in a highly professional managed sport.

Don Rurak  
President

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**Section A: Introduction**

Ice Hockey Australia and its affiliated members operate in an environment where all of its officers and administrators must effectively manage and administer the sport at all levels to ensure all sectors of ice hockey are able to deal with future challenges and capitalise on opportunities whilst always giving attention to minimising the associated risks.

Ice Hockey Australia's Risk Management Program, in association with Ice Hockey Australia's constitution, regulations and policies, is designed to encourage an integrated approach to managing risks in the sport. It is developed around having a common understanding and approach to Ice Hockey Australia and its affiliated member's management process. It also provides to ensure the most effective use is made of resources at an acceptable level of risk.

With the dedicated support of the all of the sport's board, directors, officers, affiliated associations and organisations, this will undoubtedly be achieved.

**Our Mission**

*"To be a highly recognised alternative sport for Australian youth"*

**Our Vision**

*"To continue to be recognised as a major-minor sport in Australia"*

**Our Goal**

*"To continue effectively manage and promote the sport of ice hockey by implementing quality programs and maximising awareness and recognition of ice hockey in Australia through the assistance of national and international sporting governing organisations, sponsors and the general public."*



**Section B: Ice Hockey Australia's Risk Management Policy Statement**

<b>Policy</b>	<p>The Ice Hockey Australia Board, Directors and its affiliated Member State Associations and Organisations aim to use world's best practice in risk management to support and enhance their activities, in all areas of their organisation. They will ensure risk management is an integral part of all their decision-making processes.</p> <p>They have agreed to use a structured risk management approach to minimise reasonably foreseeable disruption to operations, harm to people and damage to the environment and property. They will identify and take advantage of opportunities as well as minimising adverse effects.</p> <p>They will train their people to implement risk management effectively and will strive to continually improve their risk management practices.</p>
<b>Responsibilities</b>	<p>The Chief Executive Officers/Presidents are accountable to their respective boards for the implementation of the risk management process and ultimately responsible for the management of risks in the sport.</p> <p>All Ice Hockey Australia officials and officers are responsible for managing risks in their areas.</p>
<b>Process</b>	<p>A risk management systematic process has been established, based on the Australian Standard AS/NZS 4360:1999. Everyone involved with the application of risk management should use this process for guidance.</p>
<b>Monitoring and Reviewing</b>	<p>The Ice Hockey Australia Board will monitor and review the implementation of the sport's risk management program.</p> <p>The Chief Executive Officer / President will facilitate the development of a common risk management approach across areas of the sport's business by:</p> <ul style="list-style-type: none"><li>• Implementing the risk management program;</li><li>• Sharing information with broad applicability across all areas; and</li><li>• Reporting on the progress of implementing the risk management program.</li></ul>
<b>Further Information</b>	<p>For further information on this policy and the risk management procedures, contact:</p> <p>Ice Hockey Australia Office c/o President T: (08) 8251 1734 E: <a href="mailto:president@iha.org.au">president@iha.org.au</a></p> <p><b><i>If in doubt, ASK SOMEONE!</i></b></p>

## Ice Hockey Australia Risk Management Policy

### Section C: Criterion

To ensure all current and significant risks are captured and addressed, the Ice Hockey Australia Board has reviewed key Ice Hockey Australia documents such as Ice Hockey Australia's:

- Strategic and Business Management Plan;
- Constitution, Regulations and Policies;
- **Associated Affiliations, Contracts and Agreements;** and
- Actual risks that have been experienced with the sport previously.

The criteria relating to Ice Hockey Australia's Risk Management Objectives in defining associated risks is specific to the following criterion:

Criterion	Notes
Membership	Strategic direction, public awareness and interest, membership retention, market share
Sporting Success	Competitive results, level of participation, better sporting outcomes
Safety	Safety for the participants, coaches, officials, spectators and volunteers
Financial Viability	Direct costs, loss of revenues, budget certainty, sponsorship (private, International Ice Hockey Federation and Government Agencies)
Compliance	Compliance with the law, regulations, standards of behaviour & ethics, duty of care, rules, membership compliance with the Australian Olympic Committee, Australian Sports Commission and the International Ice Hockey Federation
Image and Reputation	Public image and reputation with stakeholders, regulators, sponsors and media

When making any decision, the decision must be challenged using the above criterion elements. Any negative responses from any of the elements must then be fully interrogated to determine if any risks may result because of the decision, their level of consequence and impact to the sport.

Identified Extreme and High risks must then go to the risk assessment and evaluation phase.

**Section D: Risk Identification, Evaluation and Assessment Process**

After identifying and qualifying the risks, Ice Hockey Australia is committed to take the most appropriate and practical action, with the objective of reducing the level of risk to a tolerable or acceptable level whilst giving consideration at all times to feasibility, costs and benefits of the action.

To assist in this process, Ice Hockey Australia utilises the Risk Identification, Evaluation and Assessment Worksheet as the first step in addressing all of the determined or reported risks. An example of the worksheet designed for this process is shown in *Attachment A* of this document. The worksheet also serves in developing the Risk Register which is then used for the communication, consultation and assessment process with other stakeholders (member state associations, AIHL, OIHAN, etc.).

In addition with identifying the associated risks with the sport, key elements are also identified to categorise the risks. The definition for each key element is detailed in the table below.

**1. Key Elements - Definition**

<b>Element</b>	<b>Includes:</b>
Management Activities	Personnel management; Office accommodation; OH&S, Leadership; Planning; Policies; Strategies
Human Resources & Behaviour	Personnel and skills availability; Funding (salaries) availability; Personnel experience and competence/reliability
Financial and Marketing Activities	Budget bids/requirements; Government funding; Private sponsorship funding; Budget allocations; Expenditure monitoring/control
Regulatory Environment	Controls; Government surveillance; Statutory requirements; Constitution, bylaws, regulations & policies; Duties & responsibilities; CEO & Board instructions.
Reporting/Accountability Requirements	Statutory reporting; Reporting to members; Financial (budget and asset) reporting; Auditing requirements; Ad hoc reports.
Operational Activities and Controls	Major event management (program, technical, officials and competitors); Venues and competition facilities; Travel and accommodation.
Education and Training	Coaches and Officials education and training.
Processes and Procedures	Currency of documentation; Management of correspondence; Delineation of responsibilities; Delegations and authorisations; Knowledge and experience gaps.
Interfaces and Communication	MOUs with other sporting organisations; state affiliated bodies or Government agencies; Formal sponsorship arrangements; Face-to-face meetings; Marketing capabilities/functions; Correspondence and mode of delivery; Geographic location; AGMs, GAMs and Conferences; Web-page effectiveness; Developing relationships.
Commercial and Legal Relationships	Insurance – public, professional indemnity, sports injury, product liability, warranties, indemnities, liquidated damages, applicable law, excusable delay.

## Section E: Risk Assessment and Evaluation

The practical exercises employed in this process are:

- Reviewing the identified risks within each element for credibility;
- Final determination on establishing whether there are existing controls;
- Determining the Consequences;
- Determining the Likelihood of these risks occurring;
- The criterion the risks will affect; and
- The agreed priority for "action".

The following tables provide meaning and definition to each of these elements.

### 1. Consequences Impact Scale

Rating	Potential Impact
<b>Catastrophic</b>	IHA would be permanently disbanded i.e. put out of business
<b>Major</b>	Most criteria threatened, or one severely affected
<b>Moderate</b>	Some criteria affected, considerable effort to rectify
<b>Minor</b>	Easily remedied, with some effort the criteria can be achieved
<b>Negligible</b>	Very small impact, rectified by normal process

### 2 Likelihood Scale

Rating	Likelihood (The probability that a problem may occur)
<b>Almost Certain</b>	Will probably occur, could occur several times per year
<b>Likely</b>	High probability, Likely to arise once per year
<b>Possible</b>	Reasonable likelihood that it may arise over a five-year period
<b>Unlikely</b>	Plausible, could occur over a five to ten year period
<b>Rare</b>	Very unlikely but not impossible, unlikely over a ten year period

### 3. Risk Priorities Scale

Likelihood	Consequences				
	Negligible	Minor	Moderate	Major	Catastrophic
<b>Almost Certain</b>	Medium	Medium	High	High	Extreme
<b>Likely</b>	Low	Medium	Medium	High	
<b>Possible</b>	Low	Medium	Medium	High	High
<b>Unlikely</b>	Low	Low	Medium	Medium	High
<b>Rare</b>		Low	Low	Medium	High

### 4. Criterion

Criterion	Definitions
<b>Membership</b>	Decline in members.
<b>Sporting Success</b>	Decline in international success.
<b>Safety</b>	Non-compliance with industry standards, injury to members and the public.
<b>Financial Viability</b>	Solvency of the organisation.
<b>Compliance</b>	Breach of the Incorporations Act; Subject to legal action.
<b>Image and Reputation</b>	Public image and reputation for the sport; No sponsors; Federal Government Agency holding a public inquiry into the management of the sport.

## **Section F: Risk Treatment**

Ice Hockey Australia has developed and implemented a detailed Risk Action Plan to address risks that are identified as Extreme, High or Medium in nature. For risks that have an inherent risk level of Extreme or High, the Board will endorse the effective treatment strategies recommended.

A Risk Action Plan uses two distinct forms for treating risks – Risk Treatment Options Worksheet and Risk Action Plan Summary which is to be completed for each identified Extreme or High risk. The Worksheets for this process is found in *Attachments B and C* of this document.

### **A. Guidelines on Risk Treatment Responses**

The specific risk action taken by Ice Hockey Australia on each of the identified risks will depend on the nature of the requirement and the risk, and the resources available to implement each. Therefore, Ice Hockey Australia will employ four distinct guidelines to assist in identifying the approach on each risk. These are:

#### **1. Likelihood Reduction**

This action is directed towards limiting the chance that something will occur in the first instance by avoiding the risk altogether. Examples of likelihood reduction are:

- The selection of alternative approaches;
- Procedural changes;
- Quality assurance procedures;
- Operational views;
- Regular audits;
- Training and skills enhancement; and
- Contract terms.

#### **2. Consequence Reduction**

This action is directed to minimising the impact of the associated risk. Some risks, such as those associated with economic variations and natural events, cannot be avoided, so strategies need to be developed to mitigate the consequences more effectively. Consequence reduction strategies include:

- Contingency planning;
- Quality assurance;
- Contract terms and conditions;
- Regular audits and checks to detect compliance or information security breaches; and crisis management and recovery plans.

#### **3. Risk Transfer or Risk Sharing**

This action shifts the responsibility for a risk to another party, who ultimately bears some of the consequences if the risk arises. Contracts are the primary means of transferring risk between the parties. However, transferring the risk to a contractor or affiliated organisation may not really eliminate the risk, as the 'purchaser' in the contract will still retain some overall responsibility for managing the risk.

Insurance is a well-known risk transfer strategy. However, transferring the risk to another party will usually incur a cost - for example a higher insurance premium.

#### **4. Risk Acceptance or Retention**

This action occurs when risks cannot be further reduced, avoided or transferred, or costs of doing so would be too high. Ice Hockey Australia must then tolerate the risks and manage them the best way they can. In some cases it may be in the best interests of Ice Hockey Australia to manage the risk by retaining the risk for internal management.

**Section G: Monitoring and Review**

Ice Hockey Australia is committed to regular monitoring and review of the risks associated with the sport to ensure new risks are detected and managed accordingly, that any changes to the existing risks are detected and managed, and that action plans are implemented and progressed effectively.

To assist in this process, Risk Management will be a regular agenda item for all Board & Director meetings. Performance information will be provided via a Risk Register to ensure all important risks are examined and can assist with identifying likely trends, trouble spots and other changes that have arisen.

The Risk Register, the main tool for monitoring risks, contains the names of the individuals responsible for the management of each risk. The CEO/President, or nominated person, is responsible for keeping the register up to date.

Risks that have been managed, avoided or are no longer relevant will be removed from the Risk Register along with the associated Risk Action Plans.

**Section H: Communication and Consultation**

Ice Hockey Australia endeavours to ensure effective communication and consultation is an integral part of the risk management process. The objective is to ensure stakeholders are aware of the risks associated with the sport and for "buy in" in terms of what actions they can implement to assist Ice Hockey Australia in managing the risks. The Risk Register (*Attachment E*) is to be used as the platform for this process, in association with the Summary Risk Report (*Attachment D*).

In addition, Ice Hockey Board members will discuss risks with the stakeholders in a consistent and regular manner through the sporting season either by written or verbal means. This regular consultation will provide important information on:

- the nature of the risks;
- what is being done; and
- what may be done to further manage them.

The Risk Register Form is to remain a "static" document by which additional identified risks can be added to, changed or omitted on each periodic review by all stakeholders.

**Attachment A: Risk Identification, Evaluation and Assessment Worksheet and Register (Example)**

KEY ELEMENT	ID No.	RISK DESCRIPTION	EXISTING CONTROLS	CONSEQUENCES	LIKELIHOOD	CRITERION	AGREED PRIORITY
Management Activities	1.01	Do the IHA Board and its affiliate organisation's Board meet regularly with all decisions and actions documented?	Twice annual meetings and regular email motions	Major	Rare	Sporting Success	Low
	1.02	Do IHA and its affiliate organisations conduct risk assessments on all programs, activities and events?	Not formally.	Moderate	Likely	Safety	Medium
	1.03	Do IHA have a clear plan for the future that describes what IHA wants to do and how IHA is going to do it?	Mission Statement, Business Mg't & Strategic Plan	Major	Rare	Sporting Success	Low
	1.04	Are all IHA and its affiliate organisations risk assessments documented?	Not at present, but will be in future.	Major	Likely	Safety	Medium
Human Resources & Behaviour	2.01	Does IHA have position descriptions for all office bearers/staff?	Yes. Sent to each on appointment.	Major	Rare	Compliance	Low
	2.02	Has IHA officers and players agreed to a code of behaviour or conduct?	Yes. Signed documents on file.	Moderate	Unlikely	Image & Reputation	Low
	2.03	Do IHA members understand the extent of their "Duty of Care"?	Not all. More communication required.	Moderate	Possible	Safety	Medium
Financial & Marketing Activities	3.01	Do IHA and its affiliate organisations meet the legislative requirements for paid employees?	Yes. Budgets and Audited Statements	Major	Rare	Compliance	Low
	3.02	Do IHA have a realistic budget and present regular financial reports that identify how IHA is going financially?	Yes. Via MYOB & two signature approvals Process	Major	Rare	Financial Viability	Low

**Attachment B: Risk Treatment Options Worksheet**

<b>Risk Description:</b>		
<b>Element:</b>	<b>Risk Identification Number:</b>	<b>Action Sheet Risk Register Number:</b>
<b>Likelihood:</b>	<b>Consequence:</b>	<b>Agreed Risk Level:</b>
<b>Current controls:</b>		
<b>Possible additional actions (treatment options):</b>	<b>Discussions (benefits, costs, resources, insurances, safety, recommendations):</b>	
<b>Comments and Recommendations:</b>		
<b>Compiled by:</b>		<b>Date:</b>



**Attachment C: Risk Action Plan Summary**

<b>Risk description:</b>			
<b>IHA Business Area:</b>		<b>Risk Identification Number:</b>	<b>Action Sheet Risk Register Number:</b>
<b>Likelihood:</b>		<b>Consequence:</b>	<b>Agreed Priority Level:</b>
<b>Current controls:</b>			
<b>Additional Treatment actions recommended:</b>			
<b>Responsibility allocation:</b>			
<b>Resources Required (human, monetary, material):</b>			
<b>Timing (key milestones, closure date):</b>			
<b>Reporting (to whom, when, in what form):</b>			
<b>References (to other documents such as contracts, agreements, emails, regulations, policies or plans):</b>			
<b>Compiled by:</b>	<b>Date:</b>	<b>Reviewed by:</b>	<b>Date:</b>

**Attachment D: Summary Risk Report**

<b>Summary Risk Report:</b>	<b>Period:</b>	<b>Submission date:</b>	
<b>Summary of Extreme and High Risks</b>			
<b>Risk ID Number</b>	<b>Risk Description</b>	<b>Risk Treatment and Control Summary</b>	<b>Responsibility</b>
<b>Commentary on significant changes during the period:</b>			
<b>Commentary on the status of the Risk Management system:</b>			
<b>Risk Manager:</b>		<b>Reviewer:</b>	
<b>Date:</b>		<b>Date:</b>	
<b>Attachments: Risk Action Plan Summaries for Extreme and High risks.</b>			

# IIHF STATUTES AND BYLAWS

2008 - 2012

July 2008

# IIHF STATUTES AND BYLAWS

## 2008-2012

The International Ice Hockey Federation is dedicated to the worldwide growth and development of ice hockey and In-line hockey, providing exemplary leadership and governance by diligently observing the principles of democracy, fairness, solidarity and transparency for its member national associations.

The International Ice Hockey Federation achieves this by establishing in writing a governance structure with defined roles where accountability and responsibilities are clearly documented.

The procedures for holding democratic elections and for all appointments to office are provided in written form with continuous communication between member national associations and the governing body and its officers on elections, appointments, goals, initiatives, the resolution of differences and all other matters in a fair, transparent, accessible and efficient manners.

Every ice hockey player in Member National Associations of the International Ice Hockey Federation has the right to participate in a safe, positive and enjoyable environment and to be treated with respect, dignity and fairness in the process. The International Ice Hockey Federation and each of its Member National Associations do not accept and will not tolerate harassment, abuse or violence in any of its many forms, and particularly where people in positions of responsibility unfairly exercise their power and authority over others.

The International Ice Hockey Federation and each of its Member National Associations is dedicated to prevent the intentional or unintentional use of drugs in hockey and shall, within their means and in cooperation with each other and the World Anti Doping Agency, plan, implement, evaluate and monitor information and education programs for doping free sport.

The current 2008-2012 IIHF Statutes and Bylaws reflect the decisions taken by the General Congress in 2008 in Montreal, Canada and will be applicable from July 2008 until June 2012.

# STATUTES

## I. GENERAL MATTERS

The masculine gender used in relation to any physical person (for example, names such as member, leader, official, participant, competitor, player, referee, candidate, personnel, or pronouns such as he, they, them) shall, unless there is a specific provision to the contrary, be understood as including the feminine gender.

### 1. Name, Composition and Purpose

Founded in 1908, the "International Ice Hockey Federation (IIHF)", hereinafter referred to as the IIHF, is designated an 'association' in accordance with the Swiss Civil Code (Article 60 and following) and is a federation of member national ice hockey and In-line hockey associations governing the sport of ice hockey and in-line hockey for both men and women in accordance with its Statutes, Bylaws and Regulations.

### 2. Objectives

The objectives of the IIHF are

- to govern, develop and promote ice hockey and in-line hockey throughout the world
- to develop and control international ice hockey and in-line hockey
- to promote friendly relations among the member national associations
- to operate in an organized manner for the good order of the sport
- to maintain the integrity of the sport in relation to international competition
- to organize and control international competition
- to promote and actively participate in the fight against the use of doping in hockey and In-line hockey.

The IIHF will take all necessary measures to attain the following:

- to conduct its activities in accordance with its Statutes, Bylaws and Regulations
- to arrange sponsorships, media coverage, license rights, advertising and merchandising in connection with all IIHF competitions
- to establish and maintain clear jurisdiction over ice hockey and in-line hockey internationally
- to establish uniform international regulations and official playing rules
- to support the development of young players
- to support the development of coaches and game officials
- to organise all events and competitions of the IIHF
- to control international transfers of players
- to establish contacts with other sports federations and organizations
- to plan, implement, evaluate and monitor information and education programs for drug-free sport

### **3. Affiliations to Other Organizations**

Membership of the IIHF in any other federation or organization is subject to approval by Congress.

### **4. Recognition by the IOC**

The IIHF is recognized by the International Olympic Committee (IOC) as the only governing body for international ice hockey.

### **5. Statutes, Bylaws and Regulations**

The IIHF shall establish Statutes, Bylaws, Regulations and official playing rules which govern the game of ice hockey and in-line hockey and the relations between the member national associations and shall also establish the rights of the IIHF towards the member national associations and to other national and international federations and organizations.

Bylaws and Regulations are supplements to the Statutes.

The Regulations include but are not limited to:

- IIHF Championship Regulations
- IIHF Sport Regulations
- IIHF Medical Regulations
- IIHF Disciplinary Regulations
- IIHF International Transfer Regulations
- IIHF Bid Regulations
- IIHF Club Competition Regulations
- IIHF In-Line Regulations

### **6. Non-profit Organization**

The IIHF is a non-profit organization functioning as trustee in financial matters for its member national associations.

### **7. Neutrality**

The IIHF observes strict political, racial and religious neutrality.

No discrimination is permitted against a member national association or any club or person on political, racial or religious grounds.

### **8. Languages**

Congresses shall be conducted in English. Simultaneous translation from German to English and Russian to English and vice-versa shall be provided at IIHF Congresses. Any delegate who has difficulties in expressing his views in English, German or Russian will have the right to do so in his own language, provided he has an interpreter.

All correspondence with the IIHF must be in English. All IIHF documentation will only be published in English.

### **9. Headquarters of the IIHF**

The location of the IIHF headquarters will be as decided by the Congress.

#### **10. Fiscal Year**

The fiscal year of the IIHF starts on 1 July and ends on 30 June of the following year.

#### **11. Financial Responsibilities**

The General Secretary is responsible for establishing annually a budget that forecasts the total income and expenditure of the IIHF.

The Audit Committee shall be given the opportunity to review and discuss a revision of the draft budget prior to presentation to Council.

The council shall review the draft budget prior to presentation for approval by the Annual Congress. At the start of the Annual Congress the draft budget shall be distributed in writing to the Congress participants.

Adjustments to Committee budgets may be made within the approved overall budget, but are subject to the approval of the President and General Secretary.

Yearly accounts together with the report of the Audit Committee shall be submitted to the Semi-Annual Congress for approval. At the start of the Semi-Annual Congress meeting, the draft of the yearly accounts shall be distributed in writing to the member national associations.

All further responsibilities are specified in the Financial Bylaws.

#### **12. Financial Limitation**

The financial commitments of the IIHF and any liability that may be ascribed as arising from its activities or those of Council, member national associations or associate or affiliate members or officers on its behalf are limited to its assets.

#### **13. Commercial Rights of the IIHF**

The IIHF is the sole owner of all commercial rights pertaining to all competitions and related activities of the IIHF. The exercise of these rights is applicable to all member national associations and their constituent bodies, clubs, teams, players, officials and any person or bodies whatsoever or howsoever competing or participating in competitions and/or related activities of the IIHF. The President and Council are empowered to exploit these rights in furtherance of the objectives of the IIHF.

The exercise of such rights includes but is not limited to the supply of on-ice uniforms, the design of which may be determined by the IIHF.

The above notwithstanding and excepting as provided for herein the Member National Association retains the commercial rights appertaining to the national team logo or emblem and the uniform design.

Where any such commercial rights or parts thereof are designated by national law to be under the ownership of a member national association or one of their constituent bodies, then it shall be a condition of the application to host and of the allocation of hosting rights that such commercial rights shall have been assigned to the IIHF.

#### **14. Badge of Honour**

Upon the approval of Council the IIHF may award the badge of honour in silver or gold to persons for extraordinary service for international Ice Hockey (as specified in the respective regulations).

**15. Deadline Dates**

For the observance of the established dates in the Statutes, Bylaws and Regulations the post-mark date of letters or system date mark on e-mails is decisive.

**16. Dissolution**

The dissolution of the IIHF shall only be effected by an Extra-ordinary Congress called especially for this purpose.

The Extra-ordinary Congress shall decide how the funds of the IIHF will be disposed to the member national associations for the benefit of amateur ice hockey. The Council will fulfil the duties of liquidation.

Dissolution shall only become effective subject to a 4/5 majority of all member votes cast.



## **II. MEMBERSHIP OF THE IIHF**

Only ice hockey or In-line hockey national associations may be members of the IIHF, subject to the following conditions.

### **17. Mutual Recognition of Member National Associations**

The member national associations of the IIHF shall recognize each other as being solely empowered to control ice hockey and/or in-line hockey in their respective countries; therefore, they undertake that neither they nor any of their members will in any way have relations with non-associated bodies or one of their members, except as may be permitted by the Statutes and Bylaws or with special permission of the IIHF President for limited time periods.

### **18. New Member Applicants**

An organization requesting membership to the IIHF must fulfill the following conditions. It:

- Must be the ice hockey and/or in-line hockey association of a sovereign state
- Must be recognized by the national sports confederation and where applicable by other authority of their country
- Must be in a position to control IIHF ice hockey in the country if played in the country
- Must confirm that it will abide by the Statutes, Bylaws and Regulations of the IIHF and be representative of the players, clubs, game officials and, if any, regional ice hockey organisations.
- Must furnish the IIHF with its Statutes and Bylaws
- Must provide additional information as requested by the IIHF

No additional application for membership will be considered from a country where there is an existing IIHF member national association that is in control of ice hockey in that country.

The request for affiliation must be made in English.

Membership to the IIHF is subject to the approval of Congress, however in exceptional circumstances the IIHF Council may grant affiliation provisionally, subject to ratification by Congress.

### **19. Right of Refusal**

The Council may refuse the application of a club, team or of any individual irrespective of their capacity to participate in IIHF competitions or activities if in the sole opinion of Council such participation would be detrimental to the best interests of the sport.

### **20. Membership Classes**

The term 'controlling solely ice hockey' shall have no affect on the class of membership where an association also controls in-line hockey.

Membership of the IIHF shall be accorded as follows:

#### **1. Full Membership**

Full membership is accorded to an ice hockey association that operates independently of any other organisation, controls solely ice hockey, meets minimum participation standards as specified in Bylaw 202 and has taken part in an IIHF World championship in the senior men category

Where there is a clear transition plan and progress is being made by a member association toward full independent status, Council shall have the right to specify the time period within which this must be accomplished.

Full membership entitles the member national association to participate in all activities and affairs of the IIHF.

## 2. Associate Membership

Associate membership is accorded to either

- an ice hockey association that does not operate independently of any other organization or that does not solely control ice hockey or
- an independent ice hockey association controlling ice hockey but whose operations do not fulfill the Minimum Participation Standards specified in Bylaw 202.

Where the national organization controls other sports in addition to ice hockey, then in order to have Associate Status there must be a special committee of that organization solely in control of ice hockey. When such special committee has been established, it shall be granted the right by the national organization to deal directly with the IIHF on all matters pertaining to ice hockey, including a separate and exclusive bank account for financial dealings with the IIHF. Such special committee shall assume the same obligations to the IIHF as an independent member national association.

Associate membership entitles the member national association to participate in all activities and affairs of the IIHF except that Associate members are not entitled to vote.

## 3. Affiliate Membership

Affiliate membership is accorded to an In-line hockey association in a country where ice hockey is not played or where the ice hockey association has given notice that it is not in a position to develop In-line hockey.

Affiliate membership entitles the member to participate in all IIHF In-line activities, attend the Semi-Annual Congress and may attend the Annual and General Congress at their own expense but Affiliate members are not entitled to vote.

## 21. Duties of all Members

IIHF member national associations are obliged to abide by the Statutes, Bylaws, Regulations and decisions of the IIHF and to undertake not to involve any third party whatsoever outside of the IIHF in the resolution of any dispute arising and to submit any such dispute to the jurisdiction of the IIHF as specified in the IIHF Statutes, Bylaws and Regulations.

Membership in the IIHF includes acceptance by such member national associations, their constituent bodies, clubs, players, members, officials and any person or body whatsoever or howsoever associated of the final and binding authority of the IIHF.

In international competitions, the Statutes, Bylaws, Regulations and Rules of all member national associations must not conflict with those of the IIHF.

Membership in the IIHF includes acceptance of the World Anti Doping Code (Code) and a requirement that the policies, rules and programs of member national associations are in compliance with the Code.

Where Associate Membership of the IIHF has been accorded to a national organization controlling other sports in addition to ice and in-line hockey, the IIHF having first been satisfied that a special committee has been empowered solely to control ice and in-line hockey then the obligation of the IIHF shall be limited to and associated solely with that committee. Both the committee and the national organization will assume the same obligations to the IIHF and be subject to the same controls and sanctions as ascribed to a national governing body. The IIHF reserves the right in the event of any change in the terms of empowerment or relationship between a national organization and the committee to reconsider its position and suspend or expel the national organization.

Member national associations controlling In-line hockey shall also be subject to the rights and obligations as specified in the regulations governing participation in IIHF In-line Championships, competitions and programs under the control of the IIHF.

All members must include a statute as follows within their constitution confirming that they accept the final and binding authority of the IIHF in relation to all international matters.

*All leagues, clubs, teams and persons under the jurisdiction of or under contract to the [insert title of the National Association] where such contracted body or person shall include any person or persons, organisations or leagues authorised to organise ice hockey games, are as regards all international matters subject to the Statutes, Bylaws, Regulations, Official Playing Rules and related decisions of the IIHF and undertake not to involve any third party whatsoever in the resolution of any dispute arising therefrom excepting where having exhausted the appeal procedures within the IIHF, in which case, such dispute may be submitted only to the jurisdiction of the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland whose decision shall be final and binding to all parties involved.*

The absence of this provision in the constitution of a member national association does not negate its application as described herein.

The IIHF may always, at any time, overrule any decision of any member national association, which is inconsistent with the Statutes and Bylaws, Regulations and official playing rules, or decisions of the IIHF. The same principle shall apply to all doping matters.

The above notwithstanding decisions regarding the application or interpretation of the Statutes, Bylaws, official playing rules and decisions of the IIHF, by the IIHF office or an IIHF Committee or Directorate (excepting as specified in Statutes 44, 49, 54, 55 and 56) may be appealed to Council (the appeal process). Decisions by Council may be referred to the Court of Arbitration for Sport (CAS).

## **22. Change of Membership Class**

An Associate Member shall be accorded Full Member status as soon as it has fulfilled the specified criteria for Full Membership and subject to the approval of Congress.

An Affiliate Member shall be accorded Associate or Full Membership status as soon as it has fulfilled the specified criteria for the relevant Membership and subject to the approval of Congress.

The IIHF shall revoke or revise any Membership status if the member national association no longer fulfils the specified criteria for such membership status.

If a member national association controlling ice hockey has given notice to the IIHF that it is not in a position to develop in-line hockey, then the IIHF may grant affiliate status to a governing body controlling in-line hockey in the country concerned. An in-line affiliated member shall be subject to the rights and obligations as specified in the regulations governing members participating in IIHF in-line championships, competitions and programmes under the control of the IIHF, but shall not be entitled to associate status or full membership of the IIHF.

### **23. Resignation of a Member National Association**

Resignation by a member national association may be accepted by Congress upon written request and after having fulfilled all the fiscal obligations towards the IIHF and any of its member national associations.

The request must be handed in at least six weeks before the end of the fiscal year; otherwise, the member national association shall remain a member for the following year with all financial responsibilities.

### **24. Suspension of a Member National Association**

A member national association can after written notice be temporarily suspended by the Council if its members, clubs, teams, officials or anyone

- have been deemed to have brought the sport into disrepute
- have repeatedly failed in their responsibilities towards the IIHF
- have acted contrary to the Statutes, Bylaws, Regulations or decisions of the IIHF

The member national association and/or said bodies or persons will be informed about such suspension. Suspensions of member national associations will be submitted for ratification by the next Congress.

A suspended member national association will have no vote at Congress meetings and all teams and players registered with this member national association will not be allowed to participate in any international competitions and games during the period of the suspension.

### **25. Expulsion of a Member National Association**

A Member National Association can after written notice have its membership revoked if it:

- ceases to fulfil the conditions for the respective membership class
- violates the Statutes, Bylaws, Regulations or decisions of Congress or Council
- brings ice hockey or in-line hockey, where in-line hockey is active under the member national association, into disrepute internationally or in its own country or in the case of a member national association:
- does not pay the annual subscriptions or other financial obligations owed to the IIHF
- does not control IIHF ice hockey, or where applicable in-line hockey in the country concerned.
- ceases to be an association of a sovereign state

Expulsions will be submitted for ratification by the next Congress.

### **26. Termination of Rights and Duties of Members**

All rights and duties pertaining to membership shall cease with resignation or expulsion - excepting the payment of outstanding debts to the IIHF and other member national associations. A member or associate or affiliate national association that has been expelled or has resigned is not entitled to any assets of the IIHF.

#### **27. Life Presidents, Life Members and Honorary Members**

After a minimum of ten years of service and upon recommendation of the Council and subject to the approval of the Congress, former council members who have rendered exceptional services to the IIHF may be elected Life President or Life Member. A Life President shall have the same rights as a Council member excepting the right to vote.

Upon the recommendation of the Council and subject to the approval of Congress, persons who have rendered exceptional services to the IIHF may be elected as Honorary Members.

#### **28. Suspension and Expulsion from IIHF Activities**

Any person elected by Congress or appointed by Council to carry out duties in any capacity on behalf of the IIHF, or a member, team, club, team official or game official participating in an IIHF competition or international game involving national teams can after written notice be temporarily suspended or expelled by Council from the relevant position, appointment or IIHF activities if they

- deemed to have brought the sport into disrepute
- have repeatedly failed in their responsibilities towards the IIHF
- have acted contrary to the Statutes, Bylaws, Regulations or decisions of the IIHF

### III. BODIES OF THE INTERNATIONAL ICE HOCKEY FEDERATION

#### 29. Administration of the IIHF

Congresses and committees of the IIHF are:

##### Legislative Bodies

- General Congress
- Annual Congress
- Semi-Annual Congress
- Extra Ordinary Congress

##### Executive Bodies

- Council
- President and Vice Presidents
- Executive Committee
- Directorates
- IIHF Office

##### Committees

- Audit Committee
- Disciplinary Committee
- Operational Committees

#### A. CONGRESS

##### 30. Meetings of the Congress

The Congresses of the IIHF meet as follows:

- General Congress:  
June 2012 and every fourth year thereafter.
- Annual Congress:  
Every year during the IIHF World Championship or where applicable at the time of the General Congress.
- Semi-Annual Congress:  
Every year in autumn.
- Extra-ordinary Congress:  
Within three months following the request for such meetings.

### **31. Notice of Meetings**

The Congresses are organized by the IIHF office in co-operation with the hosting member national association and as specified in the IIHF Congress Guidelines.

Notice of all regular Congresses will be given by the IIHF office not later than two months before such Congress together with the agenda. Relevant documents will be sent out at least one month before the Congress.

However, for an Extra-ordinary Congress, notice must be given to all member national associations not later than six weeks before the meeting.

### **32. Proposals**

All full and associate member national associations in good standing, Council members and Council have the right to present written proposals to Congress.

The proposals must be received by the IIHF office not later than six weeks before the starting day of the Congress - for the General Congress by 1 March. They must include the precise wording for the Statute, Bylaw, Regulation or official rule and the reasons for the proposal.

1. Proposals for modification of the Statutes and Bylaws of the IIHF may only be submitted for the General Congress.
2. Proposals for modification of the official playing rules must be submitted for the Annual Congress prior to the Olympic Games for implementation following the Olympic Games.
3. Proposals for modification of the Regulations may be submitted for the General Congress or for the Annual Congress.

Except for the Official Playing Rules, adopted changes shall be valid immediately after the current Congress. Exceptions can be made by Congress.

### **33. Delegates**

All member national associations entitled to send a delegate to congress may be represented by a maximum of two delegates, who must be members of their national association. If no member of the delegation speaks English, German or Russian then the delegation is entitled to bring one interpreter at its own expense.

Official delegates must be empowered to commit the National Member Associations on all matters relating to the IIHF business of the Congress.

The names of both delegates must be given to the General Secretary before the opening of the Congress.

A member national association may substitute a delegate at any time. The General Secretary must be advised of any substitution.

### 34. Voting Rights

#### Full Member

A full member national association in good standing is entitled to one vote

A full member national association in good standing, whose national team has competed in three consecutive IIHF World Championships (Senior Men category) immediately preceding or taking place concurrently with the Congress, is entitled to two votes. Participation in an IIHF Qualification or Regional Tournament does not qualify a full member national association to a second vote.

A Member National Association that has participated in IIHF Championships (Senior Men category) loses the second vote, if it subsequently fails to compete for two consecutive championships.

Full member national associations are entitled to a maximum of two votes.

#### 2. Associate or Affiliate Member

A member national association with associate status or affiliate status is not entitled to vote.

#### 3. Council

A member of the Council is entitled to one vote except that for the elections of members to the Council and of the Audit Committee the members of the Council have no vote.

### 35. Voting Procedure

No member national association is obliged to vote. Only valid votes cast count. The number of abstentions and invalid ballots will be counted and announced. Voting is by open ballot unless a secret ballot is requested by one delegate who is entitled to vote. No vote shall be valid unless a quorum representing 75% of the voting entitlement is present. No proxies shall be allowed.

For voting in Congress the following rules apply:

A simple majority (more than 50%) of the votes cast is required for:

- adopting of a proposal except as hereinafter specified
- modifications of the Bylaws and Regulations
- election of President, Vice Presidents and Council
- allocation of Championships (according Bylaw 603)
- modifications to the official playing rules
- suspensions

A qualified majority (75% or more) of the votes cast is required for:

- adoption or modifications of the Statutes
- appointment of Life - Presidents and Life or Honorary Members
- removal from the IIHF of any or all members of the Council, Auditors or of other bodies of the IIHF before the end of their term
- expulsion of a member national association.

If by the first ballot none of two or more proposals concerning the same subject gets the required (simple or qualified) majority of votes as set forth above, a new ballot will be cast. If again none of the proposals achieves the required majority the proposal with the least number of votes will be withdrawn. This procedure will be repeated until one (or the last one remaining) gets the required majority of votes. If the required majority is not reached the motion is defeated.



In the event of a tied vote, excepting the elections, the President of the IIHF or in his absence his substitute may call for a new ballot to be cast before casting the deciding vote if necessary.

### **36. Elections**

The elections of the President, the three Vice Presidents and other Council members shall take place at the General Congress in accordance with the agenda as specified in statute 39. Vacancies occurring between General Congresses may be filled by an election at an Annual Congress.

#### **1 President**

A simple majority of all votes cast on the first ballot shall be decisive.

If a second or subsequent ballot is necessary, the candidate with the lowest number of votes will drop out until there are only two candidates left and from then on the simple majority will be decisive.

#### **2. Three Vice Presidents (Asia, Europe, the Americas)**

A simple majority of all votes cast on the first ballot shall be decisive.

If a second or subsequent ballot is necessary, the candidate with the lowest number of votes will drop out until there are only two candidates left and from then on the simple majority will be decisive.

The continental areas specified shall include Member National Associations as designated by Council.

#### **3. Other Council Members**

From the total number of nominated candidates, seven other Council members will be elected in the order of votes received. A simple majority of all votes cast on the first ballot shall be decisive.

If no candidate receives the required majority, statute 35 applies. If because of equality of votes the required number of male Council members would be exceeded, there will be subsequent ballots among only those candidates who did not get elected because the vote ended in a tie, until the full number of Council members is elected

If, after this procedure there are only two candidates left, the vote ended in a tie, then a second ballot will be held. If the vote again ended in a tie, then if one of the two candidates is the immediate past incumbent of the respective position, he shall be declared as the elected candidate; otherwise the candidate to be elected will be decided by lot.

Should one or no female candidate be elected by Congress as a member of Council, then pursuant to statute 42 the Congress shall have the right to elect at the following Semi Annual Congress up to a maximum of two female members additional to the elected Council to serve during the term.

Full Member National Associations in good standing shall have the right to nominate in writing female candidates until 1 August preceding the Semi Annual congress.

### **37. Minutes**

The proceedings of all Congresses shall be recorded in minutes. The minutes shall be written in English. The minutes will be sent to all member national associations and Council members within one month of the closing date of the Congress.

Objections to the minutes with reasons should be addressed to the IIHF office in writing within one month to the IIHF. The minutes shall be adopted at the next Congress.

### **38. General Congress Agenda**

The agenda of the General Congress is as follows:

1. Notice of Meeting
2. Appointment of Minute Keepers and Scrutineers
3. Approval of the Minutes from the Last Congress
4. Report of the President
5. Admission of New Member National Associations and Expulsions
6. Elections:
  - a) President
  - b) Vice-Presidents
  - c) Council Members
  - d) Audit Committee
7. Modifications to the Statutes
8. Modifications to the Bylaws
9. Modifications to the Regulations
10. Other Proposals
11. Finances
12. Honours and Awards
13. Motion to Destroy Ballots
14. Other Business

The Council has the right to vary the order in which the items are brought on the agenda.

### **39. Annual Congress Agenda**

The agenda of the Annual Congress is as follows:

1. Notice of Meeting
2. Appointment of Minute Keepers and Scrutineers
3. Approval of the Minutes from the Last Congress
4. Report of the IIHF Activities
5. Ratification of Urgent Decisions by Council
6. Elections in Case of Vacancies
7. Admission of New Member National Associations and Expulsions
8. Report of the Organizers of the Coming IIHF Championships and Olympic Games
9. Allocation of IIHF Championships
10. Allocation of General Congress
11. Participation in Olympic Games
12. General Proposals (except for modifications to the Statutes and Bylaws)
13. Proposals for Changing the Official Playing Rules
14. Proposals for Changing the Regulations
15. Budget for the Upcoming Year
16. Motion to Destroy Ballots
17. Other Business
18. Date and Place of Next Congress

The Council has the right to vary the order in which the items are brought on the agenda.

#### **40. Semi-Annual Congress Agenda**

The agenda of the Semi-Annual Congress is as follows:

1. Notice of Meeting
2. Appointment of Minute Keepers and Scrutineers
3. Approval of the Minutes from the Last Congress
4. Report of the IIHF Activities
5. Ratification of Urgent Decisions by Council
6. Allocation of IIHF Championships (if necessary)
7. Directorate Chairmen for IIHF Championships Allocated by the Council
8. IIHF Championships:
  - a) Organizers Report
  - b) Approval of Game Schedules
  - c) Confirmation of Nominated Referees and Linesmen
9. Yearly Accounts and Auditors Report
10. Discharge of the Responsibilities of the President, the Treasurer and the Council
11. Approval of Appointed External Auditors
12. Motion to Destroy Ballots
13. Other Business

The Council has the right to vary the order in which the items are brought on the agenda.

#### **41. Extra-Ordinary Congress Notice and Agenda**

An Extra Ordinary Congress shall be called only upon request of one fifth of the full member national associations in good standing or by Council. The items on the agenda shall be limited to those specified at the time the Extra Ordinary Congress was requested.

### **B. COUNCIL**

#### **42. Council Composition and Principles**

The general management of the IIHF is administered by the Council for a four year term, under the control of the Congress.

The Council shall consist of:

- the President
- three Vice-Presidents
- seven other members including two female members
- the General Secretary (non-voting member)

No person other than an elected paid President who is a paid officer or employee of or appointee to a member national association or of one of its affiliated bodies or who holds a position with an IIHF commercial partner or of one of their competitors can serve as a Council member.

A member national association may have only one elected member on the Council.

Asia, Europe, the Americas shall each be represented by a Vice-President. The Vice President of the Americas will also represent the regions not belonging geographically to Asia, Europe or the Americas.

Should a vacancy occur in Council during its term a substitute may be elected at the following Annual Congress.

The Council may take decisions only when more than half of its members are present. In case of urgency, decisions of the Council can be agreed by mail, fax or by e-mail.

In the event of an equality of votes the president or his appointed deputy must exercise the casting vote.

The Council will assemble

- during Congresses and at least one more time during the year or
- when the President deems it necessary or upon request of three members

All members of the Council shall defend the general interests of IIHF and the decisions of the Council.

All members of the Council shall adhere to the IIHF Code of Conduct.

#### **43. Nominations for Council**

A candidate may be nominated only by his full member national association in good standing of which he must be a member except for an incumbent President and Audit Committee members offering themselves for re-election.

Candidates nominated for Council must not be over 72 years of age as of 1<sup>st</sup> June in the year of the General Congress.

All nominations for the positions to be elected at the General Congress must be in writing and be received by the IIHF office not later than the 1<sup>st</sup> of May preceding the General Congress. All candidates for elected office must comply with the conduct guidelines specifying the pre-election procedure. Notification of the names of nominated candidates must be sent out to the member national associations.

#### **44. Duties and Responsibilities of the Council**

The Council shall be responsible for:

- observing and enforcing the Statutes, Bylaws and Regulations
- executing decisions of the Congress
- ratifying urgent decisions of the Executive Committee
- reviewing recommendations of the committees
- reviewing and making recommendations on all proposals to be submitted to the Congress
- initiating proposals for decision by Congress
- ensuring that member national associations follow the IIHF Statutes, Bylaws and Regulations
- appointing directorate chairmen
- appointing and dismissing committee members (nominations with consent of the respective member national association)
- appointing of ad hoc committees and their members
- executing the financial policy of the IIHF

- approving the budget and adjustments thereto
- approving agreements (television, radio, advertising, sponsor, merchandising etc.)
- controlling of all championships of the IIHF and the Olympic ice hockey competitions
- recommending external auditors to the General Congress
- approving new staff positions, agents or representatives
- deciding appeals lodged against decisions of the IIHF office, IIHF Disciplinary Committee (other than appeals in connection with a doping offence) or other bodies of the IIHF (the appeal process).
- employing a General Secretary
- All duties and matters arising that are not specifically outlined in the Statutes and Bylaws are under the authority of the Council

#### **45. Decisions by Council in Case of Urgency**

In case of urgency, the Council may take decisions that are normally under the authority of Congress; however, such decisions shall be subject to ratification by Congress.

If any decision taken by Council is not ratified where required by Congress, the decision shall be declared void and the status quo prior to the decision be re-established without compensation to any party that may have been affected either by the original decision or the re-establishment of the status quo.

### **C. PRESIDENT AND VICE PRESIDENTS**

#### **46. Duties and Responsibilities of the President**

The President of the IIHF or his substitute has the following duties and responsibilities:

- The President of the IIHF will chair all Congress and Council meetings.
- He is responsible that he and all members of council are aware of their responsibilities under Swiss Law.
- Representing the interest of the IIHF in all external matters.
- Ensuring that all decisions are taken in accordance with the Statutes, Bylaws and Regulations as well as for the execution of decisions by Congress and by Council.
- Negotiating agreements with IOC, other sports federations and organizations
- Negotiating television, radio, advertising, sponsor and merchandising contracts on behalf of the IIHF, but may delegate this authority.
- Notwithstanding his responsibility to negotiate agreements and contracts as above, he may not commit the IIHF without the approval of council or, where required, Congress.
- He has the right to sign on behalf of the IIHF in all matters that have been approved by Council; but may delegate this authority to another Council member. Nevertheless, he cannot sign any contract exceeding the period for which he has been elected, except with the approval of Council for one additional year and with the approval of Congress for a longer period. All contracts shall also be signed by another member of the Executive Committee or by the General Secretary. The following Congress shall be advised about contracts that have been concluded pursuant to item 4 above.

#### **47. Duties and Responsibilities of the Vice Presidents**

- In the absence of the President of the IIHF, the Vice Presidents can execute the affairs delegated to them by the President or the Council. In the event that the President is incapacitated, the Council shall decide which of the Vice Presidents will assume the role of President.
- Monitors the development of the sport in their respective geographical region.
- Reports the interests of their respective geographical region to Council.

### **D. EXECUTIVE COMMITTEE**

#### **48. Composition and Duties of the Executive Committee**

The President, the three Vice-Presidents, additional two by the President appointed Council members and the General Secretary (non voting member) form the Executive Committee which, in urgent cases, has the right to make decisions for ratification by Council within 15 days by mail, fax or by e-mail.

The Executive Committee shall be responsible for:

- Maintaining proper accounting records that disclose with reasonable accuracy at any time the financial position of the IIHF and to enable them to ensure that the financial statements comply with the accounting practices and laws of the country in which the IIHF has its headquarters
- Safeguarding the assets of the IIHF and for taking reasonable steps for the prevention and detection of fraud or other irregularities
- Ensuring that the financial affairs of the IIHF are transparent to Congress by providing Congress with a complete true and fair view of the state of affairs of the IIHF inclusive of current financial statements and commercial contracts.
- Establishing guidelines to safeguard manage and invest the assets of the IIHF in support of its objectives as specified in the Statutes and activities arising there from as approved by Congress.
- Establishing sufficient reserves to enable the IIHF to maintain its activities in the event of unforeseen shortfalls in anticipated revenue.
- Investing the liquid resources of the IIHF and of IIHF assets and conducting other matters concerning the finances of the IIHF in a prudent manner
- Establishing an annual pool of funds for the salaries and benefits for the office staff for allocation by the General Secretary. All other compensation payments including those to the President shall be administered directly by the Executive Committee.
- Supervising the management of the IIHF by the General Secretary.

The Executive Committee may employ the services of external professional advisers as needed and determine all honoraria payments when appropriate for the federation.

## **E. OTHER EXECUTIVE BODIES**

### **49. Directorates**

The Directorates are temporary executive bodies of the IIHF with responsibility for conducting IIHF championships.

The directorate of the IIHF World Championship and the Olympic competitions for men and women will be under the chairmanship of the IIHF President or his deputy plus other members of the Council plus one member representing the organizing country. Where a participating national association is not represented on the Council, such national association shall have the right to have a member on the directorate. The chairman cannot represent his own country. A Council member may appoint a substitute from his national association to the Directorate in which case he waives his right to participate in the directorate.

The directorate of all other IIHF Championships and qualifications thereto will be under chairmanship of a member of Council or Council appointee (who shall not be from the organizing country) plus one representative of each competing member national association plus one representative of the organizing country.

In all directorates, every member has one vote. In the case of equality of votes, the chairman must then exercise the casting vote.

All decisions of the directorates, including disciplinary matters concerning the operation of the IIHF Championships and the Olympic competitions, are final for the present competition and do not establish a precedent.

The first directorate meeting will be held on the eve of the relevant competition.

At WM, WW, W20 and W18 an independent Disciplinary Panel must be established to deal with all disciplinary matters during the course of the championship. For all other Championships the chairman may also establish an ad hoc Disciplinary Panel.

### **50. IIHF Office**

#### **1. IIHF Office Location**

The IIHF office is located at the IIHF headquarters and shall carry out all the administrative work of the IIHF under the direction of the General Secretary.

#### **2. Duties and responsibilities of the General Secretary**

The General Secretary shall establish an organisation and staff complement as required to fulfil the objectives of the IIHF and subject to the approval of Council.

The General Secretary shall select and employ office staff.

The General Secretary and other staff, shall attend Council and Congress meetings as required, but shall have no vote.

## **F. COMMITTEES**

### **51. Audit Committee**

The Audit Committee shall be comprised of a chairman and two internal auditors and shall be responsible to Congress.

The three members of the Audit Committee shall be elected by General Congress from candidates nominated by full member National associations. The Executive Committee shall review

nominations and have the right to reject candidates in the event they do not meet the required qualifications for that post. The Chairman shall be nominated from the elected persons by Council for approval by Congress.

The chairman shall not be part of the Council but shall attend all council meetings where budgetary matters are discussed.

All members should be financially literate, being defined as able to read and understand financial statements, have financial management expertise and experience with at least one being aware of the Swiss legislation relating to book keeping, taxes and presentation of accounts.

The chairman should be familiar with the operations of the IIHF and have extensive business experience.

Duties and Responsibilities shall consist of:

- Monitoring and advising the IIHF on short and long term financial management
- Advising Council on all financial matters including asset management
- Identifying and monitoring the management of the principle risks, which may impact IIHF financial and reporting position
- Monitoring the integrity, completeness and reliability of the IIHF's financial reporting processes and systems of internal controls regarding financial reporting and accounting.
- Reviewing the mandate, budgets, plans, change in plans, activities, and organisational structures, as needed, including any litigation claim or other contingency which could have a material effect upon the financial position of the IIHF
- Reviewing the IIHF Annual Audited statement and related documents prior to filing or distribution
- Monitoring the independence and performance of the IIHF's external auditors, considering whether the external auditors should be appointed and making recommendations to Congress accordingly
- Providing an avenue of communications among the external auditors, management staff, Council and Congress members, with the requirement of presenting an annual report to Congress on the year's operations.
- Developing and monitoring compliance with the code of conduct and ethical guidelines.

The Council shall propose External Auditors to examine and certify the treasury of the IIHF and the accounts for the past financial year. The External Auditors shall be appointed annually and are subject to approval by Congress. The report of the External Auditors shall be submitted to the Audit Committee and to Council.

## **52. Disciplinary Committee**

The Disciplinary Committee shall consist of a Chairman, a Deputy Chairman and up to four other members. The members of the Disciplinary Committee are appointed by Council for the period between two General Congresses. Council members may not be members of the Disciplinary Committee. The members of the Disciplinary Committee should be familiar with the sport, its rules and procedures. They are independent, not bound by instruction and are not accountable to anyone for their decisions.



The Disciplinary Committee may with prior approval of the General Secretary take external advice, if there is no sufficient expertise available

The Disciplinary Committee shall act in accordance with the Disciplinary Regulations.

Decisions of the Disciplinary Committee except for doping offences can be appealed to the Council.

Notwithstanding the provisions in the IIHF Statutes, Bylaws and playing rules council may refer any incident or activity to the Disciplinary Committee

### **53. Operational Committees**

Operational Committees shall be established at the discretion of Council. The Council may vary the number, structure, activities and mandate of the operational committees.

With the exception of the Disciplinary Committee, committees are recommending bodies to the Council.

The Council shall determine the committee structure of the IIHF and assign activities with specific mandates to different committees.

The operational committees will be chaired by a Council member appointed by the Council, assisted by an executive secretary from the IIHF office and a minimum of three and a maximum of five members. The members will be proposed by the chairman together with the General Secretary and approved by the Council.

The Council may establish separate bodies and related regulations under the control of Council and Congress with regard to IIHF Club Competitions or In-Line Competitions which may be subject to Bylaws and Regulations established specially for such competitions or championships.

The committee chairman shall conduct the affairs of the committee in accordance with the goals and objectives as specified within the Statutes, Bylaws and Regulations.

The committee chairmen must control financial expenditures by the committee within the framework of the approved budget. Financial adjustments within their budget must be approved by the General Secretary or the President.

The Committee chairman may invite external specialists on an ad hoc basis subject to the approval of the General Secretary.

Each committee chairman will submit a written report on his activities to the Council and to the Annual Congress.

The committees may make recommendations or decisions within their mandate when more than half of the total number of members is present.

Committee decisions shall be by simple majority with the exception of the IIHF Hall of Fame committee, which requires a 75% approval for inductees. Each committee member has one vote. In case of equality, the chairman must exercise the casting vote. In case of urgency, decisions can be taken by fax or by mail.

## **IV. ARBITRATION**

### **54. Subject Matter of the Arbitration**

Any dispute concerning the interpretation or application of the Statutes, Bylaws, Regulations and official playing rules or decisions of IIHF bodies or the decisions of any duly authorized representative of the IIHF and the appeal and all review processes within the IIHF having been fully exercised must be settled by arbitration through the Court of Arbitration for Sport (CAS) - except of those specified in statute 49. This also applies to disputes between and among the member national associations or between them and the IIHF bodies, if no amicable agreement has been reached.

### **55. Court of Arbitration for Sport (CAS)**

Any dispute to be settled by arbitration must be submitted exclusively by way of appeal to the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland, which will resolve the dispute definitively in accordance with the Code of Sports-Related Arbitration. The time limit for appeal is twenty-one days after receipt of the decision concerning the appeal.

### **56. Binding Authority of CAS**

All parties that are subject to the arbitration accept that the Court of Arbitration for Sport (CAS) is the Court of Final Appeal and the decisions of CAS shall be final and binding to all parties involved.

### **57. Liabilities**

Member National Associations are responsible to ensure that they understand and apply statutes, bylaws and regulations of the IIHF and contracts entered into by the IIHF of which they are party. In the event that they challenge or cause one of their constituent bodies, clubs, teams, players or officials to challenge the validity of the said statute, bylaw regulation, contracts or their interpretation by the IIHF office and having exhausted the appeal procedures within the IIHF seek arbitration or settlement by a court, then in an event they are unsuccessful the MNA shall be held liable for all expenses incurred by the IIHF in defending the challenge. Notwithstanding the above in event of any dispute to the extent of the expenses incurred by the IIHF the matter will be resolved by a sole arbitrator agreed by the parties whose decision would be final.

# BYLAWS

The Bylaws apply to ice hockey only excepting, where applicable, to the general management of the IIHF as a whole.

## 100 GENERAL MATTERS

### 101. Application

These Bylaws and related Regulations apply to all IIHF bodies and committees, to all member national associations, their constituent bodies, clubs, teams, players, officials, members and any person or body whatsoever and howsoever associated as regards competitions of the IIHF or international games or competitions.

### 102. Meetings and Minutes

The meetings of the IIHF bodies are conducted by the President of the IIHF or by his appointed chairman.

Minutes containing all recommendations and decisions taken will be recorded for every meeting and sent within 30 days to all Council members and committee members concerned and will be made available to the General Secretaries of all Member National Associations.

### 103. Jurisdiction, Players and Officials

All clubs, teams, players, team officials and game officials who participate in international games must be under the jurisdiction of their member national association.

## 200 COMPETITIONS, ELIGIBILITY, TRANSFERS

### 201. Competitions of the IIHF

Competitions of the IIHF are:

- IIHF World Championships (WM)
- IIHF World Women's Championships (WW)
- IIHF World U20 Championships (WM20)
- IIHF World U18 Championships (WM18)
- IIHF World Women U18 Championships (WW18)
- Olympic Competitions (OG)
- Qualifications to the IIHF Championships (--Q)
- Qualifications to the Olympic Competitions (OGQ)
- IIHF World Cup of Hockey
- World and Continental Club Competitions such as the IIHF European Cup, IIHF Continental Cup (CC), IIHF Champions Hockey League (CHL), Victoria Cup (VC)
- any other international competitions so designated by the IIHF

All clubs, teams, players, team officials, game officials and members of the directorate who participate in games organized or conducted by the IIHF are under the jurisdiction of the IIHF.

### 202. Minimum Standards to participate in IIHF Men's Championship

Only Members fulfilling the Minimum Participation Standards as specified below are eligible to participate in the IIHF Championship Program.

To enter a team in an IIHF championship the member national association has to submit the proof to the IIHF office that the following minimum standards are fulfilled:

1. To qualify for entry into IIHF Official Championships at any level, all member national associations must comply with the following minimum standards within their own associations and only within their own country.
  - One operational artificial indoor ice rink meeting the standards as stated in the IIHF Rule Book including seating capacity of not less than 500 spectators.
  - Not less than 60 participating players in the category in which they have applied to participate, each of whom must be registered on official association registration cards (which may be requested by the IIHF with application for entry).
  - Not less than four teams participating in league competition in their own country in the category in which they have applied to participate.
    - A 'League' shall be defined as not less than four teams
    - A 'League Competition' shall be defined as a schedule of games numbering not less than fifteen for each league member team.
  - An active and operational hockey development program in operation for educational purposes, which shall include not less than 100 registered participants.

2. Any national association that has not paid a fine or, where applicable, compensation arising in connection with Bylaw 619 (Withdrawal from IIHF Championships) shall not be permitted to enter a team at any level.

Exceptions may be decided by Council following the IIHF Statutes. Such exceptions are limited to a maximum of two years.

Notwithstanding the above, participation in IIHF competitions and activities is subject to Bylaws and Regulations related thereto.

#### **203. Minimum Standards to participate in IIHF Women's Championship Competitions**

1. To apply for a license for entry into IIHF Women's Championship competitions at any level, all member national associations must comply with the following minimum standards within their own associations, which will be controlled if necessary by the IIHF.

One operational artificial indoor ice rink meeting the standards as stated in the IIHF Rule Book including seating capacity of not less than 500 spectators.

- Not less than 45 participating players in the category in which they have applied to participate, each of whom must be registered on official association registration cards (which may be requested by the IIHF with application for entry).
  - Not less than three teams participating in league competition with not less than 12 games for each team in the category in which they have applied to participate.
  - An active and operational hockey development program in operation for educational purposes, which shall include not less than 60 registered participants.
2. Any national association that has not paid a fine or, where applicable, compensation arising in connection with Bylaw 619 (Withdrawal from IIHF Championships) shall not be permitted to enter a team at any level.

#### **204. Olympic Competitions**

The Olympic ice hockey competitions are operated by the IIHF and are subject to the competition Bylaws, Regulations and official playing rules of the IIHF.

The eligibility of players must be as permitted by the IIHF and accepted by the IOC.

Participation by the IIHF in the Olympic Winter Games is subject to approval of Congress. The IIHF will comply with the IOC Charter.

#### **205. Player Eligibility Rules for Participation in IIHF Championships and Olympic Competitions**

It is the objective of the IIHF that national teams competing in IIHF championships shall reflect the status and standard of the sport as currently played by citizens of and in the country concerned and to protect the integrity of international competition.

1. Only players meeting the following qualification requirements can participate in the IIHF championships, the Olympic competition and in the qualifications to these competitions:

- 1.1 Each player must be under the jurisdiction of a member national ice hockey association of the IIHF and be a citizen of the country he represents. The player must properly complete and sign the IIHF Player Entry Form which must also be completed and countersigned by his member national association which shall at all times be responsible for the player's eligibility.
- 1.2 The player must submit (a) his signed Player Entry Form and (b) his valid national passport, which must confirm that he is a citizen of the country he represents.
- 1.3 When once a player has represented a country in any IIHF championship, or in the Olympic competition or in the qualification to these competitions he will not be eligible to represent another country excepting that he may apply to the IIHF to represent another country provided that
  - a) he is a citizen of that country,
  - b) he has an international transfer card that was approved and dated by the IIHF at least four years before the start of the IIHF competition in which he wishes to participate,
  - c) he has participated for at least four consecutive years in the national competitions of his new country during which period he has neither transferred to another country nor played ice hockey within any other country, and
  - d) he has not played for his previous country in an IIHF competition either during this four year period or between completion of this four year period and the start of the IIHF championship he wishes to compete.

Such a change will be allowed only once in a player's life and is final and irrevocable.

- 1.4 A player who has represented a country in any IIHF championship, Olympic competition or in the qualifications to these competitions and has later acquired another citizenship shall still be eligible to represent his old country provided he is still a citizen of that country.
- 1.5 If a country or part of it becomes independent, or if a country or part of it becomes incorporated into another country, or if two or more countries are united into a new country, or if a country is divided into more countries, a player who has already represented a country and whose citizenship was thus changed by decision of the state authorities, may apply to the IIHF to play for any one of the partitioned or united countries without a waiting period subject to his providing proof of his new citizenship. This particular choice may only be made once and is final and irrevocable.
- 1.6 When a player has changed his citizenship or has acquired or has surrendered another citizenship and wants to participate for the first time in an IIHF competition and represent his new country he must
  - a) have an IIHF international transfer card that was approved and dated by the IIHF at least two years before the start of the championship in which he wishes to participate, and
  - b) he must prove that he has participated for at least two consecutive years in the national competitions of and resident in his new country during which period he has neither transferred to another country nor played ice hockey within any other country.

1.7 When a player has multiple citizenship where the relevant citizenships are for countries of member national associations and he has never represented any country in any IIHF championship or an Olympic competition or in qualifications to these competitions, then in order to play for the country of his choice he must

- a) prove that he has participated for at least two consecutive years in the national competitions of and resident in the country that he wishes to represent during which period he has neither transferred to another country nor played ice hockey within any other country and
- b) if the country of his choice is one to which the player has transferred then he must have had an IIHF international transfer card approved and dated by the IIHF at least two years prior to his proposed participation.

When a player wishes to establish his eligibility under subsections c) or e) or f) or g) the member national association for which he wishes to play must submit an application to the IIHF together with all relating evidence at the latest four weeks before the competition or game in which the player wishes to play. The General Secretary is responsible for investigating the application and confirming the player's eligibility to play for the country concerned. Notwithstanding the above, the decision of the General Secretary is not conclusive proof of the eligibility of the player to play for the country concerned.

1.8 Exceptional circumstances can be decided by Council.

1.9 Players of non-member organizations who participate in competitions of the IIHF including Olympic competitions and in qualifications to these competitions must, for the period of these events, be under the control and management of the respective member national association and be eligible in accordance with the applicable criteria to compete. When competing in the above specified competitions, these players are subject to the same conditions as other players and to the disciplinary procedures of the IIHF.

2. The player and the member national association registering a player for an IIHF championship, Olympic competition or qualification to these competitions are at all times fully responsible for the player's eligibility with all the disciplinary consequences for the member national association and the player:

2.1 If the ineligibility of one or more players is proved during a championship then the games played by the team with an ineligible player shall be forfeited and the ineligible player dismissed from the tournament.

In exceptional circumstances, the Directorate may vary the application of this clause in the best interests of the competition applying the principle that the team at fault should not take benefit of any ranking and with the objective not to disadvantage, even indirectly, other teams taking part in the competition. Any decision taken by the Directorate in this respect shall not be regarded as a precedent.

2.2 If the ineligibility is proved after the championship and before the following Semi- Annual Congress, the team with the ineligible player shall be disqualified.

2.3 If the ineligibility is proved after the next championship, the team with the ineligible player shall be deleted from the relevant championship rankings and its results annulled and the correct ranking established.



2.4 An ineligible player is not qualified for any award.

The case of ineligibility will be investigated by the Disciplinary Committee for a disciplinary action against the player and possible further action against the member national association.

Where the effect of any of the above measures has resulted in a change in the rankings following the completion of the championship, awards and payments shall be adjusted accordingly.

3. Eligibility to play for a country in IIHF in-line competitions does not constitute eligibility of the player to play for this country in IIHF ice hockey competitions unless the player has fulfilled the applicable eligibility criteria.

#### **206. International Player Transfers**

It is the responsibility of the IIHF to ensure the good order of the sport internationally and, in relation to player movement, to safeguard the player and his position with regard to player eligibility for international competitions and to uphold discipline and maintain order between clubs and within the sport.

Players who wish to move from one country, irrespective of whether or not they are registered with the member national association of that country, to the member national association of another country are required to have a valid IIHF international transfer card (ITC). The ITC must be signed by the player, by the member national association of that country, by the new member national association and confirmed by the IIHF. The transfer becomes valid on the date it has been confirmed by the IIHF.

When a player applies for an international transfer, the member national association of the country from which he is transferring in signing the transfer application shall be deemed to have confirmed that there is no reason for them to prevent the player from transferring to the new club or national association.

The regulations governing international player transfers are specified in the International Transfer Regulations. In exceptional circumstances, the Council may authorize the transfer of the player.

A player under suspension by the IIHF, by his member national association, or a non affiliated organisation if recognised by the IIHF, shall not be allowed an international transfer. The above notwithstanding a player who has been under suspension by his member national association or a non affiliated organisation recognised by the IIHF may not be allowed an international transfer if had the offence for which he was suspended occurred in an IIHF competition and for which he would have received a longer suspension. Such cases shall be reviewed by the IIHF Disciplinary Committee to determine the length of time during which the transfer will be withheld.

#### **207. Transfers with Non-Member Organizations**

Transfers with non-member organizations having a transfer agreement with the IIHF will be executed according to the terms of such agreements.

A player who leaves his member national association to play in a non-member organization not having a transfer agreement with the IIHF will at all time be regarded as belonging to his original member national association.

#### **208. Limited and Unlimited Transfers**

A player may apply either for a limited or an unlimited transfer to the IIHF through his National Association. A player applying for an unlimited transfer must in addition to the international transfer card sign the "unlimited transfer card request."

If the application does not specify the basis of the transfer it will be automatically regarded as limited. A player who has transferred on a limited transfer may at any time during the period of that transfer extend the period or terms of limitation or change from limited to unlimited.

A player changing his status must initiate a new transfer process.

A limited transfer may limit the player to playing for a specified club or for specific duration or both. A limited transfer card must specify the date on which the player is transferred back to his old National Association and must be for a period not less than for which the player has contracted to play for a club affiliated to his new National Association.

A player who has been issued an unlimited transfer card becomes a full member of his new National Association.

The IIHF shall forward any received application to the National Association concerned. All international transfers shall be processed according to the International Transfer Regulations.

#### **209. Refusal of International Transfers**

If a member national association refuses to sign an international transfer card, the player concerned is entitled to appeal to the IIHF and his case will be resolved in accordance with the International Transfer Regulations.

#### **210. Offences against the International Transfer Regulations**

When a player plays without a valid transfer card the member national association, the club and the player shall be subject to the disciplinary procedures of the IIHF.

#### **211. Transfer without a Transfer Card**

Any player who moves from one country to another for any reason without approval of the member national association will have to establish his residence abroad for eighteen months before being permitted to play in the new member national association. After this period of time the new association may apply by transfer card to the IIHF for permission for him to play. The IIHF will inform the old national association.

Where a player under the age of 18 has moved from one country where he was not registered with the member national association to the member national association of another without an international transfer card and is playing under jurisdiction of the national association of his new country, transfers may be effected in accordance with the procedures outlined in the International Transfer Regulations.

#### **212. Service Charge**

The IIHF shall establish annually a service charge for effecting player transfers and changes to transfer status.

## **300 INTERNATIONAL GAMES AND COMPETITIONS**

### **301. International Games**

Only member national associations or clubs with the permission of their member national association are authorized to organize or participate in international games, leagues or other competitions.

Clubs, teams, players and officials taking part in such games shall be subject to the applicable IIHF Statutes, Bylaws, Regulations and official playing rules.

For all international games the IIHF Official Rule Book shall apply and Official Game Sheets must be completed.

All international senior club team and national team games must be officiated by IIHF licensed Referees and linesmen.

### **302. Player Suspensions**

Member national associations must honour all IIHF suspensions.

Any penalty that might affect a player participating for his National Team must be reported immediately by the player's Member National Association to the Chairman of the subsequent World Championship. The first Directorate of such World Championship will review the circumstances, impose discipline and may refer the case to the IIHF Disciplinary Committee for further action.

Player suspensions will apply to participation in both ice hockey and In-line hockey competitions irrespective of the competition in which the offence giving rise to the suspension occurred.

### **303. Games with Non-Member Teams**

International games involving teams of non-member organizations require the approval of the member national association where the games will be played and of the IIHF. For these games a fee set by Council must be paid to the IIHF when the organizer is not an IIHF member national association.

### **304. IIHF Official Game Sheets**

Official game sheets of all international club games must be distributed by the organizer to the participating clubs and their respective member national associations.

Official game sheets of IIHF championships, Olympic competitions and qualifications to these competitions, national team games and other IIHF events must be distributed to the IIHF, to the organizer and to the respective member national associations.

Official game sheets and referee reports of international games where a match penalty or game misconduct penalty was imposed on a player or team official must be sent to the member national association of the penalized player or team official and to the IIHF by the IIHF referee.

Where the game officials were physically or verbally abused and their safety endangered, the official game sheet and referee report must also be sent to the IIHF and the national association by the IIHF referee for possible disciplinary action.

### **305. Protection of IIHF Competitions**

No other high profile games of Member National Associations shall be played in the organizing country during the IIHF World Championship.

During the period when a country participates in an IIHF championship or qualification - seniors, juniors under 20, juniors under 18, men or women, no other national team of the same category of that country shall participate in other international games or competitions.

Any club that has registered a player who is eligible under IIHF Bylaws to play for the national team of a member national association must, in the event that he is selected for one of its representative teams, release him to the member national association for which team he is eligible to play irrespective of age and in accordance with the IIHF International Transfer Regulations which in this respect include all players whether transferred or not.

#### **306. Description of Selected Teams**

The name "international" team, "IIHF" team or "continental" team (European team) or any like description is the exclusive right of the IIHF. No member national association or club of such association is permitted to have a team play under these names.

The descriptions "national" team, "national junior" team, "national selection" team or any like description are the exclusive right of the member national associations.

The description "International All Star" team or a description exceeding the territory of a member national association can only be used with the previous authorization of the IIHF.

#### **307. Names of International Competitions and Cups**

Competitions and Cups with names of geographical areas exceeding the territory of a member national association (such as World Cup, European Cup, World Tournament, Continental Tournament etc.) can be only used with the previous authorization of the IIHF.

#### **308. Default**

Any international game agreed in writing between member national associations or their clubs where either the organizer or one of the participants has failed to fulfil their obligations will render the defaulter liable to disciplinary action by the IIHF.

#### **309. Television and Advertising Rights**

Except for competitions of the IIHF, the television and advertising rights from national and international games belong to the organizing member national association. Nevertheless, the member national association of the visiting team is the exclusive owner of the television rights from the games played by their national team abroad, but for their own territory only.

## 400 FINANCIAL BYLAWS

### 401. Administration

The IIHF General Secretary is responsible for the reporting of financial matters to Council and Congress according to the Statutes. All correspondence, documentation and bank statements relating to financial matters shall be made available to the Audit Committee.

### 402. IIHF Accounts and Currencies

All payments to the IIHF must appear on the bank accounts of the IIHF. The accounts of the IIHF shall be kept in Swiss Francs.

The IIHF may maintain bank accounts in other currencies for operational purposes. The IIHF may buy or sell currency forward for operational purposes.

### 403. Authorized Signatures

No persons other than the President, and the General Secretary or his deputy are authorized to commit expenditure on behalf of the IIHF, except other persons as authorized by the Council.

The IIHF funds shall be administered according to the budget and the decisions of the Council.

The President, the General Secretary or his deputy and other persons as assigned by council are separately entitled to make or commit payments up to CHF 50,000.--. Payments or commitments exceeding CHF 50,000.-- must be authorised or signed by the President together with the General Secretary or his deputy.

The Head of finance is entitled to make payments against invoices or expense payments that have been authorised.

The President and a member of the Executive Committee including the General Secretary have the right to sign contracts on behalf of the IIHF that have been approved by Council and where required by Congress. All such contracts require two signatures.

The General Secretary shall negotiate and sign all employee contracts. The Executive Committee shall negotiate and the President shall sign the employee contract of the General Secretary.

### 404. Income of the IIHF

The income of the IIHF consists of but is not limited to:

1. An affiliation fee of CHF 3000.-- to be paid by a new member on admission.
2. Annual subscriptions of the member national associations of CHF 1000.--, due by August 31st of the current financial year.
3. International transfers and licences  
The service fees for international transfers and the licence fees for international referees and linesmen are established annually by the Council and shall reflect the cost of providing and supporting such services.
4. IIHF competition fees
5. Revenues from television, advertising, sponsorship, and other commercial rights from competitions and related activities of the IIHF
6. Share of the revenue from the Olympic Games and other competitions requiring the authorisation of the IIHF
7. Revenue from the investment of assets
8. Fines
9. Sales of official publications
10. Revenues from licensing emblem rights, advertising, merchandising etc.
11. World Championship Application Fees
12. World Championship Organising Fee
13. Incidental revenues

#### **405. Expenses**

The IIHF will pay expenses for all persons appointed by Council when performing their authorized duties. The IIHF will pay the travel, board and lodging expenses, except when the person is attending an IIHF event as an official or delegate of his national association.

#### **406. Liability Insurance**

The IIHF will provide directors and officers' liability insurance for all persons authorized to act on behalf of the IIHF, being its legislative, executive, control and disciplinary bodies, elected or nominated officials and staff who act and make decisions on behalf of the IIHF.

#### **407. Accident and Health Insurance**

The IIHF shall provide accident and medical treatment insurance coverage for IIHF Council and committee members as well as other persons assigned to duties and acting on behalf of the IIHF and, where authorized, their accompanying persons.

#### **408. Insurance for Participants**

The national associations or their teams are responsible for the necessary medical, accident, disability and liability insurance coverage of their players, team officials and delegates participating in IIHF championships, competitions, congresses, clinics, seminars, symposiums, meetings and other IIHF operated and organised activities.

The IIHF is neither responsible for insurance nor for any liability whatsoever or howsoever arising of any kind for teams, players, team officials, delegates, spectators, or of media representatives or representatives of the organizers or commercial partners or any other persons or bodies whatsoever participating in IIHF activities of any kind unless otherwise arranged by the IIHF.

#### **409. Insurance for IIHF Championships and Competitions**

The insurance responsibilities of member national associations that host and organize IIHF championships and participating teams are specified in the IIHF Championship Regulations.

All insurance coverage effected by a host member national association in connection with the organisation of a Championship including but not limited to insurance coverage that is required to be provided in accordance with the Championship Regulations shall include IIHF indemnification from any and all claims whatsoever and howsoever they may arise and the IIHF must be named as first insured under those policies.

#### **410. Television, Radio, Advertising and Licensing Rights**

All television, radio, new media, advertising, sponsorship, official supplier licensing, merchandising and/or other commercials rights in and outside the organizing country of the IIHF championships are the exclusive property of the IIHF or shall have been assigned to the IIHF. All revenues from the exploitation of these rights go to the IIHF. The IIHF has the right to assign any of the above rights to the Local Organising Committees or any other third party.

#### **411. Solidarity Fund**

From the revenues of the IIHF (as by bylaw 404), the IIHF shall make provision for the operating costs of the IIHF, establish reserves, contribute to the costs associated with the operation of said championships and the development of the sport, establish Funds for specified purposes and distribute financial support to member national associations to enable them to participate in the activities of the IIHF.

The Council shall establish an annual program for the distribution of funds for these purposes.

Provided that payments are made to the IIHF under existing contracts, the contribution to organizers and participating teams at IIHF Championships 2008 - 2012 will be as presented by the General Secretary at each Annual Congress and during the said period both

- a) shall not exceed in total the amount agreed by the 2008 General Congress, and,
- b) shall be distributed in accordance with the provisions as agreed by the 2008 General Congress.

**412. IIHF Cups and Competitions**

The Council will establish the financial conditions for all other IIHF authorised competitions.

## 500 NEW MEMBERS IN IIHF CHAMPIONSHIPS

### 501. Allocation of National Teams of New Member National Associations or Reorganized Countries into the IIHF Championships and Qualifications

National teams of new member national associations will start their participation in the IIHF Championships in the bottom division or qualification of the respective competitions subject to meeting IIHF minimum participation standards as specified in the IIHF Sport Regulations.

If a sovereign country has been newly established by separation from an existing sovereign country and its national association is then affiliated to the IIHF, its national team may be entered into the bottom division or qualification of the IIHF championships.

The national team of the existing sovereign country is entitled to participate in the same championship division for which it qualified from the preceding championship.

If a country is incorporated into another existing sovereign country with a member national association affiliated to the IIHF, the former will be deleted from membership in the IIHF and the latter will be entitled to enter its representative team into the higher championship division in which one of the two or more countries qualified from the preceding IIHF championship.

If two or more countries are united into a new sovereign country with a member national association affiliated to the IIHF, the previous countries will be deleted from membership in the IIHF and the new country will be entitled to enter its team into the higher championship division in which one of the previous countries qualified from the preceding IIHF championship.

If a country is divided into two or more sovereign countries with member national associations affiliated to the IIHF and the previous country does not exist any more, then if no other agreement is reached between the new countries the following shall apply:

The country that proves that during the preceding four year period the majority of players on the national team of the previous country were its present citizens will be entitled to enter its team into the championship division for which the team of the previous country was qualified from the preceding IIHF championship.

The other country or countries may enter their teams into the bottom division or qualifications.

The above notwithstanding, entry is subject to current IIHF Bylaws and Regulations.



## **600 COMPETITION**

### **601. Application Range**

These Bylaws apply to all competitions of the IIHF, Olympic competitions, including qualifications to such competitions, and to all international games and the participating clubs, teams, players, referees and officials.

### **602. Application to Host IIHF Championships**

The application and allocation of IIHF championships shall be governed by the respective IIHF Statutes and Bylaws and IIHF Bid Regulations.

All IIHF competitions must be organised and played in accordance with the respective Statutes and Bylaws, Regulations, and official playing rules.

A member national association shall not be eligible to host an IIHF championship in the same group/division for two consecutive years unless there is no other applicant.

The member national association applying to organize an IIHF World Championship or any IIHF event, including qualification tournament, must submit to the IIHF the properly completed and signed Championship Application Form not later than the start date of the IIHF World Championship, or as stipulated in the IIHF Bid Regulations and participate in the respective bidding process as specified therein.

If no application has been made to organize a specified championship, then an exception may be permitted by Council.

If there are more than six teams in the event, the organizer must have two ice arenas (depending on the playing system and the required ice time for games and practices) corresponding with the IIHF requirements. The games of a championship may not be played in more than two ice arenas or in cities too far from each other according to the IIHF Championship Regulations. Exceptions may be permitted by Council.

### **603. Voting for Allocation of World Championships**

For the allocation of the top divisions of all IIHF World Championship categories who are allocated 5, respectively 3 years prior to the event according the IIHF Bid Regulations, all voting member national associations and council are entitled to vote subject to the procedure in Statutes 34 and 35.

For all other divisions in the categories, only the participating national associations and council are entitled to vote subject to the procedure in Statutes 34 and 35.

The allocation of any IIHF championship is final only when the IIHF and the respective national association have signed the official host country contract.

#### **604. Hosting Rights for IIHF Championships**

The IIHF member national association must take full responsibility for the organization of the event in accordance with the IIHF Statutes, Bylaws and Regulations.

Hosting rights of IIHF Championships granted to member national associations are not transferable. The inability of member national associations to perform in accordance with the host country contract can only result in the return of the event to, or it being reclaimed by, the IIHF.

Member national associations, in accepting hosting rights and organizational responsibilities, must at all times maintain full hosting and organizational control, and when requested by the IIHF office, provide interim progress and financial reports.

#### **605. Withdrawal of Hosting Rights**

If in the opinion of the IIHF Council and after having exhausted all possible remedies with the hosting national association:

1. the Member National Association has failed to meet any material pre-condition on which hosting rights were granted
2. the Member National Association is unable to meet its obligations in accordance with the Host Country Contract
3. the Member National Association is in fundamental breach of the Host Country Contract
4. there is reason for concern that the well-being or the safe freedom of movement of the players, officials, travelling spectators and media is in doubt,

then the IIHF Council shall have the right

1. to withdraw hosting rights from a Member National Association in which case such rights to the championship shall revert to the IIHF without the IIHF being liable for compensation to the Member National Association and
2. to allocate the championship to another Member National Association, subject to ratification by Congress.

#### **606. Responsibilities of the Hosting National Association**

The allocation of hosting rights for an IIHF Championship to a Member National Association is subject to its acceptance that it shall organise the IIHF Championship in accordance with the Statutes, Bylaws, and Regulations of the IIHF without qualification, and that it shall fulfil all organisational responsibilities specified in the IIHF Championship Regulations, the Host Country Contract and any separate agreement with the IIHF.

The Hosting National Association is responsible for ensuring the arena facilities are fit for purpose and maintained as such throughout the championship. Inspection by the IIHF does not imply a warranty by the IIHF in this respect.

The Hosting National Association is responsible to providing a safe environment for spectators, players and officials. Any incident involving spectators will be investigated and may result in disciplinary sanctions.

In advance of the Championship, the organizing member national association must inform the IIHF and the participating member national associations when requested by the IIHF about all aspects of the organization.

Any taxes levied by the authorities of the country organizing an IIHF championship on any revenues or similar levies or fees from the championship or payments to the participants or officials shall be paid by the organizing member national association.

#### **607. Responsibilities of the Participating Member National Associations**

Member national associations entering a team in any IIHF Championship or IIHF event, including qualifications to these competitions, must submit the respective Team Entry Form to the IIHF no later than 15 April prior to the IIHF Annual Congress at which the respective Championship will be allocated. Participation in IIHF Championships is subject to approval of the IIHF Annual Congress.

Member national associations entering a team in the Olympic competition must submit the respective Team Entry Forms co-signed by their National Olympic Committees no later than 1 February two years prior to the respective Olympic Winter Games, to enable the timely scheduling of the qualifications.

In order to participate in an IIHF competition, a member national association must fulfil Bylaw 202 or 203 respectively.

Member national associations entering teams into IIHF championships must fulfill all conditions as specified in the Statutes, Bylaws, Regulations and official playing rules including those rules relating to the use of IIHF supplied uniforms, advertising and the display of manufacturers' identification on equipment as specified in the IIHF Championship Regulations and IIHF Media & Marketing Guidelines for Teams and Players at IIHF World Championship. All teams, players, team officials and game officials must follow these regulations.

Member national associations entering teams into the IIHF championships must fulfill all conditions relating to anti-doping, including availability for doping control, submission of valid therapeutic use exemptions and updated whereabouts information as specified in the IIHF Medical and Doping Control Regulations.

#### **608. Visa procedures**

Before any application to host an IIHF Championship may be filed with the IIHF, the Member National Association has to clarify any special procedures which may exist to issue visas for any participating team. and must arrange in time for all necessary support related to entry visas for all participants according the IIHF Visa Guidelines relating to the application for visas.

If any Member National Association has not been granted a visa in time in order to compete in an IIHF championship and having failed to comply with the IIHF Visa Guidelines shall be referred to the Disciplinary Committee for possible sanctions which may include suspension.

Where any Member National Association has not been granted a visa in order to compete in an IIHF championship and has complied with the IIHF Visa Guidelines then the circumstances will be investigated by the IIHF with possible consequences for both it and the Hosting National Association.

#### **609. Forfeits**

A game is forfeited when a team does not appear for that game, when a team does not resume playing after a game break or when a team breaks off a game before the completion of the game in contravention of the IIHF official playing rules.

When a game is declared forfeit the result will be recorded 0:5. Should the actual game result be better for the non-offending team than the forfeit then such result remains valid.

When both teams have caused a forfeit, a defeat with a result of 0 points and 0:5 goals will be recorded for each team.

When a team or teams cause a game in progress to be cancelled, then, in addition, three points shall be deducted from the team or teams at fault. The case will be investigated by the IIHF Disciplinary Committee for further disciplinary action.

**Note:** A game is deemed to be in progress from the opening face-off until the final whistle.

#### **610. Awarding of Points**

Points shall be awarded as follows:

- 3 points for the winning team at the conclusion of regulation time
- 1 point for both teams at the conclusion of regulation time if the game is tied  
1 additional point for the team winning the game in a overtime period (sudden death), or the game winning shots procedure if the teams are still tied at the conclusion of the overtime period
- 0 points for the losing team at the conclusion of regulation time
- minus 3 points for a team causing a forfeit

The IIHF Council may authorize a different system for IIHF competitions and Olympic competitions.

#### **611. Classification**

Teams within a competition are classified according to the number of points awarded.

In case of equality of points of two or more teams for any classification the teams will be ranked according to the following rules:

1. Should two teams have the same number of points in a standing their positions will be determined by the result of the game played between such teams, the winner of the game taking precedence.
2. Should three or more teams have the same number of points in a standing a sub-group among the tied teams will be created applying the points awarded in the direct games amongst the teams in the subgroup from which the teams are then ranked accordingly.
3. Should the teams still remain tied, the better goal difference (goals scored for deducted by goals scored against) in the direct games of the sub-group will be decisive whereas the greater positive surplus or smaller negative difference takes precedence.
4. Should the teams still remain tied, then the team with the greater number of goals scored for in the direct games of the sub-group shall take precedence whereas the higher number takes precedence.
5. Should the teams still remain tied, then the results of each of the three teams and the closest better-ranked team outside the sub-group will be applied. In this case the tied team with the best result in that game (1. points, 2. goal difference, 3. more goals scored) against the closest best-ranked team will take precedence.
6. Should the teams still remain tied, then the results of each of the three teams and the closest next highest better-ranked team outside the sub-group will be applied
7. This process will continue until only two teams remain tied. The game between the two remaining tied teams would then be the determining tie-breaker as the game between these two teams could not end as a tie.

#### **612. World Championships**

The IIHF World Championships are organized in men's divisions every year and Women's Championship in non-Olympic years.

#### **613. Post Game Protocol for IIHF Championships**

At the end of each game when the winner is declared both teams will take off their helmets and line up on their blue lines, facing the flagstaff on which the national flag of the winning team will be hoisted and during which time the national anthem of the winning team is played. After that the teams will shake hands at the center circle and leave the ice.

The case of a member national association whose team or members thereof fails to observe this ceremony will be submitted to the Directorate and may be reported to the Disciplinary Committee for possible further sanctions.

#### **614. Promotion and Relegation**

In the IIHF Championships the bottom team(s) of the higher division pool(s) is (are) relegated to the lower division pool(s) and is (are) replaced by the winner of the next lower division pool(s) as specified in the Competition Bylaws. The relegated team(s) takes the top position in the lower division pool(s). Any deviation can only be made by the IIHF Council.

#### **615. Responsibilities of the Directorates**

Every IIHF championship is controlled by its directorate

The directorates shall be responsible for:

- controlling the eligibility documents of the players
- controlling the organizer's responsibilities
- controlling the participating national association teams' responsibilities
- controlling of media and marketing issues
- ruling on all disciplinary matters during the competition
- doping control and all matters resulting from or related to doping control
- awarding trophies, medals, diplomas and all individual recognition
- confirming the nominations of best three players of each team in the competition
- selecting the best goalkeeper, defenseman and forward of the competition
- authorizing any other awards of the competition.

Game protests, if any, must be submitted to the IIHF Directorate Chairman in writing in English within one hour after the completion of the game.

If no Medical Supervisor is assigned to the tournament, the Directorate Chairman is responsible to ensuring compliance with the IIHF Medical Regulations.

The IIHF Directorate Chairman is responsible to ensuring that after each game the game sheet is submitted to the IIHF office or other IIHF designated site.

The chairman of each directorate will send a written report and the minutes of each Directorate meeting to the IIHF office within two weeks after the completion of the championship. The report will include all information specified in the IIHF form prepared for this purpose.

#### **616. Schedule of Games**

The organizing member national association must prepare the game schedules for the respective IIHF championships in accordance with the IIHF Sport Regulations. The organizers will propose the dates, times and places of the games to the IIHF for control following which the participating member national associations shall approve the schedule for ratification by the Semi Annual Congress.

The team listed first is the home team and will have the choice of jersey colour and players bench. When the teams play each other in any further round again, the higher ranked team of the preceding round will be home team for the following round. If the teams did not play each other before, the team with the better ranking in the preceding round will be the home team. If the teams are ranked equal, then the home team will be that with the:

- most points
- better goal difference
- most goals scored for
- better seeding position at the start of the Championship

The difference between the starting times of successive games by the same team shall be at least 20 hours for the IIHF World Championship, the IIHF World Championship Division I, the IIHF World Women Championship, the IIHF World U20 Championship, the IIHF World U18 Championship and IIHF World Women U18 Championship. All other IIHF Championship division tournaments must have at least 17 hours between starting times of successive games by the same team.

No team may be called upon to play on more than two consecutive days and more than one game a day unless proposed by the IIHF and all participating teams agree.

#### **617. Uniforms and Numbers**

For the World Championships each participating team must have at least two sets of jerseys and socks, one of light colour and one of dark colour. Both sets must be approved by the IIHF. The basic colour must cover approximately 80% of each item.

Teams may only wear ice hockey competition jerseys, pants and socks of a design, materials and manufacture that have been approved by the IIHF.

All players of each team shall be dressed in helmets (except goalkeepers), jerseys, pants, and socks that are uniform in colour. Jerseys and socks must be of the same colour.

Each player must have his name on the back of the upper part of his sweater in block Latin letters 10 cm high. This is compulsory for all IIHF championships and IIHF events. The positions of the numbers are as specified in the official playing rules. Each player must play the entire competition under the same player number.

If the IIHF provides the teams with uniforms with advertising, the member national associations are obliged to play the respective championship with these uniforms.

#### **618. Players Control by the Directorate**

1. The players participating in the respective IIHF World Championship events must conform to the age restrictions as stipulated in the respective Bylaw below, governing the various gender and age categories.

2. Younger players within the defined age limits participating in the Senior Men and Women Championships may be permitted only on presentation of a waiver signed by two medical doctors, by the member national association and the player's parents or legal guardian, confirming that the player has the physical ability to play ice hockey in the respective age category. Nevertheless, the IIHF reserves the right to refuse entry of an under-aged player.
3. The Player Entry Forms, Team Registration Forms and Team Official Registration Forms with applicable waivers, all completed and printed in block Latin letters, with correct family and given names and personal data identical to those on the passport, signed by the player and the member national association, together with the player's valid national passports confirming state citizenship must be submitted by the Directorate member representing the team for the players control on the eve of the championship, by midnight local time at the latest.

The Player Entry Forms and the applicable waivers in authenticated translation into the player's spoken language, completed with the required signatures must be filed with the member national association.

4. The aforementioned Team Registration Form must name a minimum number of 15 players and 2 goalkeepers per team and be submitted at the first Directorate meeting at which time it will be considered as provisional. However, this minimum number of players and goalkeepers must be present at the championship venue by the time of the players control failing which the team will be disqualified.

If the Team Registration Form controlled at the first Directorate Meeting is not changed or corrected by the respective Directorate member two hours before the first match of the championship at the latest, it will become final.

The remaining players up to the allowed maximum of players and goalkeepers must be submitted for players control in the same way during the competition, two hours before the respective game at the latest.

5. In championships where three goalkeepers may be registered, a team will be entitled to dress and play the third goalkeeper registered for the championship if a goalkeeper entered on the Official Game Sheet is incapacitated and unable to play. During a normal stoppage of play, the captain or alternate captain shall inform the referee who will report the third goalkeeper to the official scorekeeper. When the incapacitated goalkeeper has left the ice and the players' bench, the third goalkeeper may join his team and no delay shall be permitted. The replaced goalkeeper shall not be allowed to return to that game. The appropriate changes shall be recorded on the Official Game Sheet.
6. In championships where only two goalkeepers may be registered for the respective competition, each participating member national association will have the right to register an emergency goalkeeper during the championship. The respective Directorate member, together with his team doctor, must declare in writing that a registered goalkeeper is unfit to play; such goalkeeper may be replaced by the emergency goalkeeper who, after being controlled at the latest two hours before the respective game, becomes eligible to play when the unfit goalkeeper is deleted from the team list by the Directorate. The replaced goalkeeper shall not be permitted to play any further game in the championship.
7. Control by the tournament Directorate does not constitute acknowledgement by the IIHF that the player is eligible to take part in the championship. Such control is limited to acknowledgement that the completed Player Entry Form has been received and the details correspond with the player's passport.

## 619. Withdrawal from IIHF Championships

### 1. Participation of Teams:

Member national associations that want to participate in an IIHF championship must confirm their participation at the preceding Annual Congress.

A member national association that does not fulfil its commitment will be fined as follows, except in the case of force majeure:

• IIHF World Championship	CHF 100.000
• IIHF World Championship Division I	CHF 30.000
• IIHF World Championship Division II and III	CHF 15.000
• Junior and Women Championships	CHF 10.000
• Qualifying Events	CHF 10.000

### 2. Organizer:

A member national association that does not fulfil its commitment to host and organise a Championship or where the IIHF has withdrawn hosting rights will be fined as follows, except in the case of force majeure:

• IIHF World Championship	CHF 1000.000
• IIHF World Championship Division I	CHF 240.000
• IIHF World Championship Division II and III	CHF 120.000
• Junior and Women Championships	CHF 80.000
• Qualifying Events	CHF 80.000

These fines do not restrict the rights of the IIHF and the IIHF member national associations to claim compensation arising from the withdrawal of a host organiser or confirmed participant or as a consequence of the IIHF having withdrawn hosting rights.



## **700 IIHF CHAMPIONSHIPS SENIOR MEN**

The players participating in any IIHF World Championship in the senior men category must be at least 18 years of age on the day the respective championship starts.

Participating players who are younger than 18 years of age are required a under age waiver as stipulated in Bylaw 618, 2. Players must have had their 16<sup>th</sup> birthday at the latest on the day the respective championship starts.

### **701. IIHF World Championship**

The IIHF World Championship will consist of 16 teams including the team of the organising country. The playing system will be as specified in the Sport Regulations. The bottom two ranked teams will be relegated to the IIHF World Championship Division I in the following championship.

A maximum of 20 players, 3 goalkeepers and 8 team officials may participate for the Preliminary Round. From the start of the Qualification Round (second round) of the World Championship, the teams are entitled to add to their roster two additional players or goalkeepers.

The IIHF World Championship will be played in April/May each year. Exceptions may be proposed to the Council.

The IIHF Council shall have the option to amend the seeding rankings with the agreement of all participating countries to accommodate special requirements if a championship is organised in two countries.

### **702. IIHF World Championship Division I and Division II**

The IIHF World Championship Division I and Division II will consist of 12 teams each, seeded in two groups of six teams within each division, playing each other as specified in the IIHF Sport Regulations.

The winner of each group in Division I will be promoted to the World Championship and the bottom team of each group will be relegated to Division II.

The winner of each group in Division II will be promoted to the World Championship Division I and the bottom team of each group in Division II will be relegated to Division III, or where applicable the qualifications to Division II.

A maximum of 20 players, 2 goalkeepers and 6 team officials may participate in Divisions I and II. The teams may register an emergency goalkeeper during the competition.

Both Divisions will be played in March/April each year, and must be finished at least one week before the beginning of the IIHF World Championship.

### **703. IIHF World Championship Division III and Division II Qualification**

Division III will be played in one, or two groups with a maximum of six teams in each, seeded and playing as specified in the IIHF Sport Regulations depending on the number of entries.

If only one or two teams are entered for Division III then these teams will be promoted without any qualification into Division II for the next season.

If three teams are entered then the competition will be played as a qualification.

If four to seven teams are entered for Division III, there will be one group to play as specified in the IIHF Sport Regulations. The top two teams will be promoted to Division II.

If eight to twelve teams are entered for Division III, there will be two geographic groups to play as specified in the IIHF Sport Regulations. The top team in each group will be promoted to Division II.

A maximum of 18 players, 2 goalkeepers and 6 team officials may participate. The teams may register an emergency goalkeeper during the tournament.

Division III or the qualifications as applicable will be played in March/April each year, if required, and must be finished at least one week before the beginning of the IIHF World Championship.

#### **704. Men's Olympic Competition**

The playing system for the Olympic competition will be determined by the IIHF depending on the participating teams and agreement with the IOC. The competition will be governed by the same Bylaws, Regulations and official playing rules as for the respective IIHF World Championship.

#### **705. Men's Championship and Olympic Qualifications**

The qualification tournaments or games, both for the IIHF World Championships and Olympic competitions, will be governed by the same Bylaws, Regulations and official playing rules as for the respective IIHF Championship. The system for qualification will be formatted depending upon the number of entries and geographical considerations.

## **800 IIHF CHAMPIONSHIPS WOMEN**

The players participating in any IIHF World Women Championship in the senior category must be at least 18 years of age on the day the respective championship starts.

Participating players who are younger than 18 years of age are required a under age waiver as stipulated in Bylaw 618, 2. Players must have had their 16<sup>th</sup> birthday at the latest on the day the respective championship starts.

### **801. IIHF World Women Championships**

The IIHF World Women Championship Program will be organised in non-Olympic years in four or five events; the World Women Championship will be played with eight teams, Division I, Division II and Division III with six teams in each and Division IV with a maximum of six teams. The teams will play as specified in the Sport Regulations. The team finishing bottom in the Championship and in each division will be relegated and the team finishing first in each division will be promoted, except as specified below.

If one or two women's teams are entered into Division IV then the bottom one or two teams of Division III will be relegated and replaced by the one or two teams entered into Division IV without any qualification.

If three teams are entered then the competition will be played as a qualification.

If four to six teams are entered into Division IV then the teams will play as specified in the Sport Regulations and the winner will be promoted, the bottom team of Division III having been relegated.

IIHF World Women Championship will be played in April. The World Women Championship Divisions will be played in March/April.

### **802. Women's Olympic Competition**

The playing system for the Olympic competition will be determined by the IIHF depending on the participating teams and agreement with the IOC. The competition will be governed by the same Bylaws, Regulations and Official Playing Rules as for the respective IIHF World Championship

### **803. Women's Championship and Olympic Qualifications**

The qualification tournaments or games both for the IIHF World Championships and the Olympic Competitions will be governed by the same Bylaws Regulations and Official Playing Rules as for the respective IIHF Championship. The system for qualification will be formatted according to the results from previous World Championships.

### **804. Number of Players and Team Officials**

A maximum of 18 players, 2 goalkeepers and 6 team officials may participate in IIHF World Women Championships

The teams may register an emergency goalkeeper during the competition.

A maximum of 18 players, 3 goalkeepers and 6 team officials may participate in IIHF World Women Championship (top Division) and Olympic competitions.

The minimum number of players on a team to start with in any IIHF competition is 15 players plus 2 goalkeepers.

**805. IIHF World Women U18 Championships**

Players participating in all IIHF World Women U18 Championships must be not over 18 years of age and must have had their 15<sup>th</sup> birthday at the latest on the day the respective championship starts. No under age waiver is permitted.

- 2008/2009 players born in 1991
- 2009/2010 players born in 1992
- 2010/2011 players born in 1993
- 2011/2012 players born in 1994

**806. IIHF World Women Under 18 Championships Number of Players and Team Officials**

A maximum of 18 players, 2 goalkeepers and 6 team officials may participate in the IIHF World Women U18 Championship and lower Division competitions.

## **900 IIHF CHAMPIONSHIPS JUNIOR MEN**

### **901. Junior Age for IIHF World U20 Championships**

Players participating in all IIHF World U20 Championships must be not over 20 years of age and must have had their 15<sup>th</sup> birthday at the latest on the day the respective championship starts. No under age waiver is permitted

- 2008/2009 players born in 1989
- 2009/2010 players born in 1990
- 2010/2011 players born in 1991
- 2011/2012 players born in 1992

### **902. IIHF World Under 20 Championship Program**

The IIHF World Under 20 Championship Program will be played every season.

The World Under 20 Championship will be played with 10 teams seeded into two groups of five teams each to play as specified in the IIHF Sport Regulations. The bottom two ranked teams will be relegated to Division I.

Division I will consist of twelve teams seeded into two groups of six teams to play as specified in the IIHF Sport Regulations. The winner of each group will be promoted to the World Under 20 Championship. The bottom ranked team of each group will be relegated to Division II.

Division II will consist of twelve teams seeded into two groups of six teams to play each other as specified in the IIHF Sport Regulations. The winner of each group will be promoted to Division I of the category and the bottom ranked team of each group will be relegated to Division III.

Division III will be played in one, or two groups with a maximum of six teams in each, seeded and playing as specified in the IIHF Sport Regulations and depending on the number of entries.

If only one or two teams are entered for Division III then these teams will be promoted without any qualification into Division II for the next season.

If three teams are entered then the competition will be played as a qualification.

If four to seven teams are entered for Division III, there will be one group to play as specified in the IIHF Sport Regulations. The top two teams will be promoted to Division II.

If eight to twelve teams are entered for Division III, there will be two geographic groups formed to play as specified in the IIHF Sport Regulations. The top team in each group will be promoted to Division II.

The IIHF World Under 20 Championship Program will be played between December 22 and January 5. Exceptions may be proposed to Council.

### **903. IIHF World Under 20 Championships Number of Players and Team Officials**

A maximum of 20 players, 2 goalkeepers and 6 team officials may participate in the IIHF World U20 Championship and Division I competitions.

A maximum of 18 players, 2 goalkeepers and 6 team officials may participate in the IIHF World U20 Championship Division II and lower divisions.

The teams may register one emergency goalkeeper during the championship.

The minimum number of players on a team to start with in any junior championship is 15 players plus 2 goalkeepers.

#### **904. Junior Age for World U18 Championships**

Players participating in all IIHF World U18 Championships must be not over 18 years of age and must have had their 15<sup>th</sup> birthday at the latest on the day the respective championship starts. No under age waiver is permitted.

- 2008/2009 players born in 1991
- 2009/2010 players born in 1992
- 2010/2011 players born in 1993
- 2011/2012 players born in 1994

#### **905. IIHF World Under 18 Championship Program**

The IIHF World Under 18 Championship Program will be played every season.

The World Under 18 Championship will be played with 10 teams seeded into two groups of five teams each to play as specified in the IIHF Sport Regulations. The bottom two teams will be relegated to Division I.

Division I will consist of twelve teams seeded into two groups of six teams to play as specified in the IIHF Sport Regulations. The winner of each group will be promoted to the World Under 18 Championship. The bottom team of each group will be relegated to Division II.

Division II will consist of twelve teams seeded into two groups of six teams to play as specified in the IIHF Sport Regulations. The winner of each group will be promoted to Division I and the bottom team of each group will be relegated to Division III.

Division III will be played in one, or two groups with a maximum of six teams in each, seeded and playing as specified in the IIHF Sport Regulations depending on the number of entries.

If only one or two teams are entered for Division III then these teams will be promoted without any qualification into Division II for the next season.

If three teams are entered then the competition will be played as a qualification.

If four to seven teams are entered for Division III, there will be one group to play as specified in the IIHF Sport Regulations. The top two teams will be promoted to Division II.

If eight to twelve teams are entered for Division III, there will be two geographic groups formed to play as specified in the IIHF Sport Regulations. The top team in each group will be promoted to Division II.

The IIHF World Under 18 Championship is to be played as late as possible in April and must be finished one week before the World Championship. The IIHF World Under 18 Championship Divisions will be played in February, March or April and must be finished at least one week before the beginning of the IIHF World Championship.

**906. IIHF World Under 18 Championships Number of Players and Team Officials**

A maximum of 20 players, 2 goalkeepers and 6 team officials may participate in the IIHF World U18 Championship and Division I competitions.

A maximum of 18 players, 2 goalkeepers and 6 team officials may participate in the IIHF World U18 Championship Division II and lower divisions.

The teams may register one emergency goalkeeper during the championship.

The minimum number of players on a team to start with in any junior championship is 15 players plus 2 goalkeepers.

**907. Age Classes Other Junior Competitions**

For all IIHF junior competitions and all international junior games of the member national associations the IIHF age class system 20/18/16/14/12/10 is obligatory.

## **1000 DISCIPLINE**

### **1001. Disciplinary Bylaws**

The IIHF may sanction member national associations, clubs, officials, coaches and players if they infringe the Statutes, Bylaws, Regulations or official playing rules of the IIHF, or if they violate the good order of the sport of ice hockey or in-line hockey, or bring the sport of ice hockey or in-line hockey into disrepute, or if they violate the decisions of Council, Directorates or officials of the IIHF who are entrusted with the implementation of the Statutes, Bylaws, Regulations and/or official playing rules.

The IIHF may sanction Member National Association or clubs that fail to provide a safe environment for spectators, players and officials at IIHF events.

The Member National Association is accountable for the conduct of its clubs, players, officials and fans at IIHF events.

The above notwithstanding disciplinary sanctions, shall not be limited to cases specified expressly in the Statutes, Bylaws, Regulations and official playing rules. The exercise of sanctions is as specified in the Disciplinary Regulations.

Any disciplinary measure does not restrict the right of the IIHF to compensation arising from the violation where such violation results in financial or other loss to the IIHF or its Member National Associations.

The IIHF Disciplinary procedures are set out in the IIHF Disciplinary Regulation.

### **1002. Disqualification**

A disqualified player shall be dismissed from the respective IIHF competition and his case will be investigated by the IIHF Disciplinary Committee for possible further disciplinary action.

A disqualified team shall be dismissed from the respective IIHF competition, relegated into the lower division, its results annulled and the ranking adjusted accordingly. The case will be investigated by the IIHF Disciplinary Committee for possible further disciplinary action.

### **1003. Suspension**

A suspended player, team official or team shall not be allowed to participate in the championship in accordance with the decision of the respective IIHF Disciplinary Authority. A suspended team official shall have his accreditation suspended during the period of suspension.

A player under suspension by the IIHF, by his member national association, or a non affiliated organisation if recognised by the IIHF, shall not be allowed to participate in any IIHF Competition. The above notwithstanding the IIHF will not allow any player to participate in an IIHF Competition who has been sanctioned by his member national association or a non affiliated organisation if recognised by the IIHF if the offence for which he was sanctioned had occurred in an IIHF competition and would have incurred a more serious sanction. Such cases shall be reviewed by the IIHF Disciplinary committee to determine the length of time during which the player will be suspended from all IIHF competitions and activities.

Any team suspended for a period of time exceeding the start day of the next IIHF Championship, Olympic competitions or qualifications to these competitions for which they are qualified, will be relegated into the lower division.



#### **1004. Gambling and Betting**

Players, team officials, on and off ice officials and IIHF representatives assigned to an IIHF Event, shall not be involved before and during an event in any gambling and betting activities, such as:

- Placing bets or encouraging someone to place bets;
- Accepting compensation to affect results;
- Giving information either directly or indirectly which impacts on betting / odds.

Any infringement of this prohibition will result in disciplinary sanctions by the IIHF Disciplinary Committee.

Any person asked to violate this Bylaw must immediately report the approach to the Directorate Chairman.

#### **1005. Appeals**

Any suspended or disqualified team, team official or player may appeal the decision to the IIHF Council. An appeal to Council is mandatory prior to any application for arbitration.

## 1100 REFEREES

### 1101. International Referees and Linesmen

International Referees and Linesmen are licensed in categories, A, B and C as specified as follows:

- 'A' License: Top IIHF Championship competitions of Men, Women, Men under 20, Men under 18 and Women under 18, (WM, WW, WM20 and WM18, WW18) Olympic Winter Games Final Qualifications and Olympic Winter Games.
- 'B' License: All other IIHF Championships or competitions, Olympic Winter Games Preliminary Qualifications and all international games involving a national team in the categories of Men, Women, Men under 20, Men under 18 and Women under 18.
- 'C' License: All senior international club team games and all international games involving national teams not specified above.

#### Application Review Process:

The IIHF Referee Committee shall review all applications and license requests received by the IIHF from member national associations, which must be submitted to the IIHF office by 31 July.

The Referee Committee may adjust the license application according to the Career Path Program, previous evaluations and the IIHF Referee Supervisor reports.

The IIHF Referee Committee must submit its recommendations together with the proposed list of licensed referees and linesmen to the IIHF Council for approval.

The maximum age of IIHF referees and linesmen is 50 years of age as of the application deadline of 31 July.

The license fee for an international Referee and Linesman Licence shall be established annually by the Council.

### 1102. Nomination of Referees for IIHF Competitions

The IIHF Referee Committee must submit their proposed list of licensed referees and linesmen to the Council for approval. From this approved list the IIHF Referee Committee will propose the referees and linesmen for the respective IIHF competitions for approval by Council. These Council approved nominations must be unanimously approved by the participating member national associations of each IIHF competition.

A selected referee or linesman may only be replaced with the approval of the IIHF General Secretary.

The referees and linesmen for every game of an IIHF competition will be nominated by the referee supervisor through the Directorate Chairman except in the IIHF World Championship and Olympic competitions where they will be nominated by the IIHF Referee Committee. All nominations are final.

Goal judges for games in the IIHF championships must, in principle, be from countries other than those taking part in the game.

Other international games must be officiated by referees holding current IIHF licences whose appointment is agreed by the respective member national associations.

### **1103. International Game Reports**

IIHF Referees are obliged to report to the IIHF on all incomplete games, game misconducts and match penalties and any extraordinary circumstances that occur in international games operated under IIHF jurisdiction.

### **1104. Officiating System**

The officiating system of the IIHF is established in the IIHF Official Rule Book. The three-man system will apply in all IIHF championships, tournaments and international games of national teams. Council may adjust the officiating system for certain IIHF Championships, tournaments and international games involving national teams operated under IIHF jurisdiction. Member national associations may use the two-man system or other officiating systems in games under their jurisdiction.

### **1105. Uniforms for IIHF Referees and Linesmen**

At IIHF Competitions IIHF referees and linesmen shall wear the following:

- plain black trousers
- a black helmet with a visor
- a vertically striped black and white sweater (3 cm wide stripes)
- the appropriate IIHF crest on the left front part of his sweater
- if the IIHF supplies uniforms the IIHF referees and linesmen are obliged to wear them
- a red armband 8 cm wide on the upper part of each sleeve (only for referees)

### **1106. Advertising**

It is forbidden for referees and linesmen who hold an IIHF licence to wear any advertising trademark or manufacturer's identification during IIHF competitions and all international games operated under IIHF jurisdiction unless this advertising has been arranged and approved by the IIHF.

If the IIHF has arranged advertising for the IIHF licensed referees and linesmen they are obliged to wear it in accordance with instructions by the IIHF.

### **1107. Expenses for the Referees and Linesmen at International Games**

Unless otherwise specified, each IIHF 'A' and 'B' licensed referee and linesman will receive for each competition day plus one travel day from the organiser:

1. For international games between national senior teams
  - Game Fee CHF 400.-- / game
  - for incidental expenses in the host country's currency CHF 100.-- / day
2. For international senior club games
  - Game Fee CHF 250.-- / game
  - for incidental expenses in the host country's currency CHF 100.-- / day

The organizer shall pay room and board and all travelling expenses.

'C' licensed game officials will be remunerated according to national regulations.

**1108. Expenses for the Referees, and Linesmen and Referee Supervisors at IIHF Championships**

Each assigned IIHF licensed referee and linesman will receive:

1. From the IIHF at any IIHF championship:

- Daily Allowance (including travel days) CHF 100.-- / day
- return transportation to the city where the championship takes place

The Council may establish additional financial regulations for the IIHF World Championship, the IIHF World Women Championship, the IIHF World Championship Division I, the IIHF World U20 Championship, the IIHF World U18 Championship, the IIHF World Women U18 Championship, and the Olympic competitions.

2. From the organiser at any IIHF championship:

- For incidental expenses in the host country's currency CHF 100.-- / day
- room, board and transportation within the organizing country

Each assigned IIHF Referee Supervisor will also receive the payment from the organiser as stipulated in 1108, 2).

The game officials and Referee Supervisors shall receive their full expenses from the organiser within 2 days of their arrival at the event.

## 1200 OFFICIAL PLAYING RULES

The official playing rules for all IIHF competitions, Olympic competitions, qualifications thereto and all other international games shall be established by the IIHF and contained within the IIHF Official Rule Book. The IIHF shall be responsible for establishing guidelines by which the official playing rules shall be interpreted.

For all international games the IIHF Official Rule Book shall apply and Official Game Sheets must be completed.

All international senior club and national team games must be officiated by IIHF licensed Referees according Bylaw 1100.

## 1300 HEALTH CARE

The organizers of IIHF competitions must ensure that applicable IIHF Medical Regulations are fulfilled at any IIHF Competition.

## **1400 DOPING CONTROLS**

All matters relating to anti-doping shall be carried out in accordance with IIHF Regulations, the World Anti-Doping Code and any relevant International Standard.

The organizers of IIHF competitions must ensure that the Doping Control Regulations specified in the IIHF Medical Regulations and the International Standard for Testing are fulfilled.

All players are subject to IIHF Doping Control Regulations at all times.

### **1401. Doping Controls**

The IIHF Council has the right to decide at which IIHF competitions, or when out-of-competition or out-of-season doping controls that shall be performed in accordance with the Drug Testing Service Agreement signed by the IIHF with the World Anti-Doping Agency (WADA) for out of competition doping tests.

The IIHF Council has the right:

1. to test any and all players who have signed Player Entry Forms to participate in IIHF competitions and are still under IIHF jurisdiction.
2. to order doping controls at events outside the above mentioned IIHF competitions to be carried out on all players of IIHF member national associations without previous announcement (out of IIHF competition doping controls) in conjunction with the agreement with WADA as stated above.
3. to order doping controls on all players under the control of their member national associations at any time (out-of-season doping controls) in conjunction with the agreement with WADA as stated above.
4. to accept the dope testing efforts of recognized National Anti Doping Organisations (NADOs) that choose to test visiting and local teams while in their respective countries.

The IIHF shall not give notification of its intention to perform doping controls to either the player or his national association

The IIHF Medical Committee must propose to the Council the doping control program for approval.

### **1402. Refusal to Undergo Doping Control**

Any player who refuses to undergo IIHF doping controls will not be permitted to participate in the IIHF Championships and will be subject to sanctions as specified in the IIHF Disciplinary Regulations and the World Anti Doping Code.

### **1403. Doping Control Tests**

The IIHF Medical Committee or IIHF appointed Medical Supervisors or an agency appointed by the IIHF shall perform all doping controls ordered by the IIHF Council. Doping Control conducted at all IIHF Events will be performed in accordance with IIHF Doping Control Regulations and the International Standard for Testing. Any player or other person who attempts to manipulate or is deemed to have manipulated the results of a test shall be subject to sanctions as specified in the IIHF Disciplinary Regulations and the World Anti Doping Code.

#### **1404. Doping Control Provisions**

The IIHF member national association that organizes an IIHF competition or international games where scheduled doping controls will be carried out must ensure that the doping controls can be performed in accordance with the IIHF Doping Control Regulations and the International Standard for Testing. Failure to respect this obligation may result in the IIHF imposing sanctions on the relevant member national association.

#### **1405. Test Procedures**

The procedure for doping controls and testing during IIHF championships and the Olympic Games are specified in the IIHF Medical Regulations and for out-of-competition and out of season testing in the World Anti-Doping Code, International Standard for Testing and the Out Of Competition Testing Agreement between IIHF and WADA.

#### **1406. Whereabouts Information**

It is the responsibility of every Member National Association to submit to the IIHF valid and up-to-date whereabouts information upon request for member of its teams prior to any international competition. Any Member National Association or player who fails to submit valid whereabouts will be subject to sanctions as specified in the IIHF Disciplinary Regulations.

#### **1407. Sanctions with Doping**

The anti-doping rules of the IIHF as set down in the IIHF Doping Control Regulations and in the World Anti-Doping Code are applicable to all clubs, teams, officials, players, team officials and game officials who participate in competitions of the IIHF and all international games and competitions, and to all players who are tested on the occasion of out-of-competition or out-of-season doping controls, ordered by the IIHF. Violations of the anti-doping rules of the IIHF will be sanctioned according to the IIHF Disciplinary Regulations in strict compliance with the World Anti Doping Code.

Any player suspended due to a doping offence will be subject to doping control prior to be eligible to play again.

#### **1408. Doping Control Procedures in Member National Associations**

The results of all positive doping tests carried out by Member National Associations or on players within their jurisdiction must be reported to the IIHF together with information about the sanctions imposed.

Any player who has been sanctioned for a doping offence by Member National Associations or other authority shall have his case reviewed by the IIHF Disciplinary Committee. The IIHF Disciplinary Committee shall have the right to impose additional sanctions inline with the WADA Code and WADA shall at all times have the right to appeal and impose additional sanctions in accordance with the WADA code.

In national level cases where the Member National Associations does not posses any anti doping regulations, the disciplinary measures taken by the Member National Association must be substantially the same as those that would have been imposed by the IIHF in accordance with the IIHF Disciplinary Regulations and the WADA code.

#### **1409. Binding Authority of the IIHF and the WADA Code**

Member National Associations and their affiliated leagues, teams and players are bound by the provisions of the WADA Code and subject to the IIHF Disciplinary Regulations relating thereto.