



## **Code of Conduct**

Each individual member shall

### **1. Conduct**

- 1.1 Ensure and maintain the highest level of professionalism in the sport, whether in or out of administration, competition, officiating or within or outside the borders of the Republic of South Africa (RSA), whether as an amateur or a professional, or at any time whatsoever whilst in membership with EGA.
- 1.2 Conduct themselves in a proper and professional manner, so as not to bring anyone, including the individual member, the Republic of South Africa, EGA and SSA, the team management, sponsors, or any entity associated with the sport, into disrepute or censure, and at all times shall act in the interests of the sport in accordance with the directives of EGA and the team management, where applicable.
- 1.3 Conduct themselves in such manner, which will ensure optimal fitness, health and performance in order and to perform to their best ability at all times.
- 1.4 Comply with all decisions and instructions given and made by EGA, it's duly appointed and authorized representatives, officials and/or proxies.
- 1.5 Comply with the rules and regulations of any event organizer in which the individual members are participating.
- 1.6 Use their best endeavour's to ensure compliance with this Code, acknowledging that adherence hereto is vital to the maintenance and promotion of aquatics as a code governed by EGA in and outside the Republic of South Africa.
- 1.7 In the case of a withdrawal from an event or competition, this must be undertaken prior to the Technical Meeting, and only after consultation with EGA and the Team management.



## 2 Medical

- 2.1 Undergo such medical or other testing as may reasonably be required by SSA, FINA, IOC, competition organizer, or a duly appointed authority, in order to determine whether the member has transgressed any provision regarding banned or prohibited substances as mentioned above.
- 2.2 When selected to represent any team associated with EGA and or SSA, whether on an international, national, regional or local basis, or the like, shall agree to achieve and maintain their optimal fitness and health in order to perform to the best of their ability.
- 2.3 At all times, make a full declaration to EGA and or SSA of any factors, which may affect their performance due to physical, mental or for any reason whatsoever.
- 2.4 Agree to conduct themselves in such a manner so as not to endanger their health, fitness or wellbeing, and agree to ensure that their health and wellbeing is maintained at all times before, during and after a tour and/or competition.
- 2.5 Responsible for advising the EGA and or SSA and the Team Management of any medication with regard to allergies, and such like conditions.
- 2.6 Not take or use any type of medication without first consulting EGA and or SSA and the Team Management.

## 3 Doping Control

- 3.1 Be solely responsible for noting the conditions of doping control as set by FINA, SSA and the like.
- 3.2 Not take any prohibited or banned substance as determined by FINA and/or the International Olympic Committee (IOC), or any organizer, and in this regard, confirm that any such transgression, whether intentional, negligent or innocent, constitutes a breach of this Code, as a consequence of which the member shall be liable to the appropriate sanction.
- 3.3 Be responsible for submitting all doping control forms, in triplicate, within the stipulated time period.



#### 4 Dress Code

- 4.1 Accept that EGA shall have the sole discretion to determine what clothing shall be worn during the duration of the competitions and functions.
- 4.1 Comply with the dress code determined by EGA, including, but not limited, to the wearing of the appointed uniform and/or clothing and/or kit for travelling, training and competition and for designated functions, awards, ceremonies, etc.
- 4.2 Wear clothing, kit, etc. that has been approved by EGA or the event organiser.
- 4.3 Appear at all presentations, television interviews, etc. in the clothing provided by EGA and as directed by the Team Management.
- 4.5 Be responsible for all clothing and equipment, and shall be personally responsible for the replacement of the same equipment at his/her cost.

#### 5 Travel/ Accommodation

- 5.1 Accept and agree that EGA, where applicable, will undertake all travel and accommodation bookings.
- 5.2 Be expected to settle all outstanding financial obligations one week before the member/team departure,
- 5.3 Be responsible, if approved by EGA, for any deviations from the original schedule set by EGA with regard to travel, costs, etc.
- 5.4 Accept the decision of the Team Management with respect to mode of travel, accommodation arrangements, etc.
- 5.5 Be personally responsible for all additional expenses, such as private telephone calls, room service, etc.
- 5.6 Travel to and from competitions in accordance with the manner and directions of EGA and/or its duly appointed representatives, and in this regard, shall as far as is practically possible, travel together as a team.



- 5.7 Agree that at all times, whilst travelling to and from and while on tour, or meetings, to stay in the accommodation provided by EGA, and further agree to be subject to and comply with all directions and orders of EGA, its duly authorized representatives, team officials and the proxies.
- 5.8 Be responsible for advising EGA and the Team Management of any religious or dietary objections/needs.

#### 6 Minors

- 6.1 In the case of minors, their parent/s and/or legal guardian/s of any team member, shall agree in writing that EGA and/or its duly authorized representatives shall have the authority of in loco parentis to exercise any control over such minor team member, in the interests, health and wellbeing of the member, EGA, the sport, other team members and any other authorized persons.

#### 7 Behaviour

- 7.1 Unless authorized by EGA and/or its duly authorized representatives, the members shall not smoke, consume alcohol or imbibe any substance banned by EGA, SSA, FINA, IOC, organizers, or any substance declared illegal by any due authority.
- 7.1 Act in accordance with the directions and in the interests of sponsors as approved by EGA and to provide the sponsors with the appropriate exposure whilst a team member, or at any time whilst receiving any benefit from such sponsor. In this regard, members agree to, as is reasonably required, appear in advertisements for such sponsors for no remuneration, unless authorized by EGA.
- 7.2 Not advertise, be associated with, or endorse any product or service which is illegal, immoral, or contrary to the interests of any official sponsors of EGA or its events or competitions and/or any products, services, promotions, commercials, advertisements, or the like which are not sanctioned by EGA or its events, products, services, promotions, commercials, advertisements or the like not sanctioned by EGA.



- 7.4 Not display any mark or logo at any time, which is not that of the EGA official sponsors or the like.

## 8 Media

- 8.1 Not make, comment, issue, authorize, offer or endorse any public criticism or statement having or designed to have an effect prejudicial to the best interested of the sport, EGA, SSA, team members, other competitors, organizers or any other person or body whatsoever.

Whilst as a member of a team or a competition, not to act as a journalist, contributor to articles, or give interviews to the print or electronic media without having obtained the prior written permission of EGA.

Shall be entitled to undertake interviews to the media as arranged by the EGA

Only comment on their individual performances or prospects.

## 9 Discipline

- 9.1 Notwithstanding anything to the contrary contained herein or in the Constitution, EGA and/or its duly authorised representatives, shall have the power to hold a summary disciplinary enquiry over any team member, and to terminate such a team member's membership and/or participation in any tour or team, and to order such a member to return at the members own cost, notwithstanding EGA's right to recover any damages suffered by it and/or its sponsors as a result of such termination.
- 9.2 Have the right to appeal against any decision of the disciplinary action.

## 10 Indemnity

- 10.1 Once the individual member has been selected to represent EGA in any capacity, he/she expressly agrees that EGA shall not, in any circumstances whatsoever, be under any liability whatsoever for any loss, damage or injury of whatsoever kind arising directly from any act, neglect or default on the part of EGA and connected with he or she's membership of the team.



- 10.2 Hereby indemnifies, and will at all times hereafter sufficiently indemnify and keep fully indemnified, EGA and its appointed Team Officials from all actions, suits, proceedings, claims, demands, costs and expenses whatsoever, which may be taken or made against EGA or incurred or become payable by injury and hereby agree (without obligation upon EGA to do so) that EGA may act as the agent in incurring such expenses, and/or do whatsoever is reasonably necessary for his/her benefit in connection with or arising out of any such loss, damage or injury
- 10.3 It is incumbent upon members to familiarize themselves with the contents of this Code. Failure to do so will in no way constitute or cause any member to be exempt from the provisions of this Code of Conduct.
- 10.4 Any breach of any provision of this Code shall be deemed to be a serious offence in terms of the Constitution and, as a consequence will be subject to sanction as provided by the Constitution.