



POLICY – Code of Conduct & Integrity

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1. PURPOSE AND APPLICATION

- 1.1 Netball throughout Queensland has a values-driven culture of excellence based on trust. As the state governing body, NQ bears the responsibility of uniting the community to safeguard the integrity and reputation of Netball and its Participants and stakeholders.
- 1.2 NQ is committed to the highest standards of conduct and ethical behaviour in all of its activities, on and off the court, as well as good corporate governance and compliance.
- 1.3 The purpose of this Code of Conduct & Integrity is to:
 - (a) promote and strengthen the reputation of Netball throughout Queensland by establishing a standard of performance, behaviour and professionalism for its Members;
 - (b) protect the health and wellbeing of Participants; and
 - (c) deter conduct that could impair public confidence in the honest and professional conduct of Games or in the integrity and good character of its Participants.
- 1.4 This Code applies to the conduct and behaviour of:
 - (a) NQ;
 - (b) Member Associations;
 - (c) Affiliated Members;
 - (d) Clubs;
 - (e) Administrators,
 - (f) Players;
 - (g) Coaches;
 - (h) Team Support Personnel;
 - (i) Umpires;
 - (j) Selectors;
 - (k) any other entity or person who is covered by the NQ Constitution or who has agreed to be bound by this Code,(each referred to as a **Member**).
- 1.5 This Code:
 - (a) applies to conduct whenever it occurred, including before the enactment of this Code. A Member may be sanctioned for a breach of this Code only if the relevant conduct contravened the Code applicable at the time it occurred;
 - (b) continues to apply to a Member even after that Member's association, registration, employment or engagement has ended, if that Member breached this Code while a current Member;
 - (c) does not limit or restrict the application of NA Regulations, including the Member Protection Policy and, where relevant, the Anti-Doping Policy, National Policy on Match Fixing in Netball, and the Integrity in Netball Framework and associated rules; and
 - (d) may be supplemented by additional codes of behaviour or ethics, provided that they are not inconsistent with the terms of this Code. For example, the NQ Board is the highest level of leadership and needs to set the standard through its additional Directors Code of Conduct.

2. REGULATORY COMPLIANCE

- 2.1 Each Member must respect NQ's regulatory framework. A Member appreciates the impact their conduct may have on the reputation of NQ and Netball and so agrees to behave in an appropriate and ethical manner and to act with integrity at all times.



2.2 A Member must at all times comply with, and abide by:

- (a) the NQ Constitution;
- (b) NQ Policies (as that term is defined in the Constitution and as available on NQ website);
- (c) the Member Protection Policy; and
- (d) this Code and the NQ Disciplinary Procedures Regulations.

2.3 A Member must refrain from any activity or behaviour, or any attempted activity or behaviour, that might give rise to the appearance or suspicion of improper conduct as specified in this Code.

3. SPIRIT OF THE GAME

A Participant must:

- (a) ensure the game is played and conducted in accordance with disciplined and sporting behaviour;
- (b) co-operate in ensuring that the spirit of the Rules of Netball are upheld;
- (c) not repeatedly breach the Rules of Netball;
- (d) accept and observe the authority and decisions of Umpires;
- (e) not commit an anti-doping rule violation as defined in the NA Anti-Doping Policy or an integrity violation as defined in the NA Integrity Framework;
- (f) not do anything that goes against the values of NQ and, in particular, inclusiveness; and
- (g) not do anything which adversely affects NQ, NQ Property or the game of Netball.

4. CORRUPTION

4.1 A Participant must not:

- (a) offer or accept bribes through the offer, promise or acceptance of any Benefit in return for violating his or her duties;
- (b) provide for a Benefit any information concerning a Club, its team's actual or likely composition, the form or injuries of Players or possible tactics (other than in connection with a bona fide media interview);
- (c) abuse his or her position to obtain personal benefit; or
- (d) make improper use of the information acquired by virtue of their office to gain, directly or indirectly, an advantage for themselves or for any other person or to cause detriment to NQ; or
- (e) misappropriate or misuse funds of NQ.

4.2 This prohibition does not apply to token gifts in the nature of souvenirs, mementos, or symbolic items of low material value (less than AUD\$50).

4.3 A Member must not engage, directly or indirectly, in:

- (a) any bet, wager, gamble or any other form of financial speculation where the relevant person stands to win or gain from the win, draw or loss of any Club competing in a Game;
- (b) the throwing or fixing of a Game;
- (c) any conduct or behaviour intended to unfairly affect the result of a Game, including accepting or agreeing to accept any Benefit connected with or relating to the ability of a Member to exercise control over or influence the outcome of a Game so as to bring about a result other than that which would be achieved in a fair contest between the competing teams; or
- (d) behaviour that is otherwise in breach of the NA Integrity Framework.



4.4 A Participant must immediately report to NQ any offer of a bribe or any attempt by a person in breach of this clause.

5. BRINGING THE GAME INTO DISREPUTE

5.1 A Member must not bring, or be Complicit in bringing, NQ or the game of Netball into Disrepute. **Disrepute** includes any conduct, behaviour or statement that is unbecoming, likely to prejudice interests or damaging to reputation. Such conduct might be dishonest, fraudulent, corrupt, illegal, unethical, improper, and unsafe or conduct that may cause financial or reputational loss.

5.2 Without limiting the generality of this obligation, a Member will be taken as having brought NQ or Netball into Disrepute if any of the following occurs:

- (a) discriminatory behaviour, including public disparagement of, discrimination against, or vilification of, a person on account of an Attribute;
- (b) all forms of sexual abuse, harassment and exploitation;
- (c) breach of any child protection or bullying responsibilities, provisions and procedures under the Member Protection Policy;
- (d) statements that are defamatory, misleading, false or reasonably likely to injure the reputation of NQ or NQ Officials;
- (e) offensive gestures and language in order to insult someone or to incite others to hatred or violence;
- (f) intimidation of Umpires, including use of violence or threats to pressure an Umpire to take or omit to take certain action;
- (g) forging a document, falsifying an authentic document or using a forged or falsified document;
- (h) commission or charge of a criminal offence; or
- (i) any other conduct, behaviour or statement that materially injures the reputation and goodwill of NQ, NQ Property, Partners or Netball generally.

6. DISPARAGING PUBLIC STATEMENTS

6.1 A Member must not make any statement in public, including any contribution to television, radio, print or social media that:

- (a) is disparaging of an Umpire, opposition team or any Player or Official;
- (b) is disparaging or critical, without reasonable basis or justification, of NQ, or any NQ Regulation or policy decision; or
- (c) comments on any matter the subject of a current hearing before an Integrity Body.

6.2 NQ acknowledges the enormous value of social networking as a communications tool and to promote Netball. All Members must conduct themselves appropriately when using social networking, including individual personal profiles and using social networking as an electronic means of engaging with others through private messaging.

6.3 A Member must not post, send or forward any social media postings, blogs, status updates or tweets if it contains any information or material that:

- (a) intended to (or could possibly) cause insult, offence to, or humiliation of NQ or NQ Officials;
- (b) is inaccurate, misleading, false, defamatory or likely to injure the reputation of NQ or NQ Officials;
- (c) is in breach of laws, court orders, undertakings or contracts;
- (d) contains any form of confidential information relating to NQ or NQ Property;



- (e) is in breach of this Code, including prohibitions against offensive, discriminatory, obscene, harassing, intimidating, bullying, hateful, racist, sexist or otherwise inappropriate behaviours; or
- (f) otherwise has the potential to derogate from or negatively affect the image, goodwill, name or reputation of NQ, NQ Property or the game of Netball.

7. PROTECTION OF PARTNERS

- 7.1 NQ owns all right, title and interest in and to NQ Property, including Intellectual Property and any and all Commercial Rights associated with NQ and NQ Property.
- 7.2 All revenue generated by NQ from Partners (including in relation to NQ Property) is retained and used for the benefit of Members, to promote the economic viability and growth of NQ and NQ Property and otherwise for the administration, development and promotion of the game of Netball. In return for that investment, Partners receive certain specified rights and benefits and are deserving of protection by the community.
- 7.3 A Member must:
 - (a) provide all assistance necessary (where applicable) to enable NQ to exploit the Commercial Rights and to deliver NQ Partner rights and benefits;
 - (b) not permit or do anything that adversely affects the ability of NQ to exploit the Commercial Rights or for Partners to access NQ Partner rights and benefits;
 - (c) not grant to any person any commercial, promotional or advertising rights using NQ Intellectual Property; and
 - (d) use best efforts to prevent Ambush Marketing of Partners and immediately notify NQ of any incidents of Ambush Marketing.

8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 8.1 A Member:
 - (a) must not disclose to any unauthorised person or organisation or exploit any NQ information that is of a private, confidential or privileged nature;
 - (b) must not make unauthorised disclosure or use of NQ Confidential Information, such as commercially or price sensitive information or information which is confidential by virtue of a contractual arrangement; and
 - (c) acknowledges that Confidential Information of NQ, and in particular information about NQ Property, is of great value and importance to NQ such that the unauthorised use, disclosure or duplication of it may result in significant harm to NQ and the NQ Property.
- 8.2 A Member who is required to co-operate with an Integrity Body in a specific case, regardless of whether they are involved as a party, as a witness, or in any other role, must treat the information provided and their involvement strictly confidentially (unless instructed otherwise by the Integrity Body).
- 8.3 The obligation to respect confidentiality survives the termination of any relationship which makes a person subject to this Code.
- 8.4 A Member must not:
 - (a) use any Intellectual Property without the prior written consent of NQ; and
 - (b) make or issue any public or media statement or release that incorporates a reference to NQ, NQ Property or any Intellectual Property, without NQ's prior written consent.



9. CONFLICTS OF INTEREST

- 9.1 A Participant must not perform their duties (in particular, preparing or participating in the taking of a decision) in situations in which an existing or potential conflict of interest might affect such performance. A conflict of interest arises if a person bound by this Code has, or appears to have, secondary interests that could influence his or her ability to perform his or her duties with integrity in an independent and purposeful manner. Secondary interests include gaining any possible advantage for the Participants themselves or related parties.
- 9.2 Any such conflict must be immediately disclosed and notified to the organisation for which the Participant performs his or her duties.
- 9.3 Before being elected, appointed or employed, a Participant must disclose any relations and interests that could lead to situations of conflicts of interest in the context of their prospective activities.

10. GREATER RESPONSIBILITIES OF REPRESENTATIVE LEVEL

- 10.1 Representative Players are the public face of NQ and so their behaviour is subject to greater scrutiny. Accordingly, a Representative Player must:
- (a) at all times behave in a manner that promotes and upholds the highest standards of integrity, dignity and professionalism;
 - (b) comply with any team protocol and procedures, including in relation to alcohol, curfews and inappropriate relationships;
 - (c) not act in a manner contrary to the best interests of the team; and
 - (d) otherwise comply with the terms of respective playing, training or development contracts.
- 10.2 Coaches and Umpires appointed to NQ Competitions are subject to greater scrutiny and must:
- (a) obtain and maintain relevant accreditation;
 - (b) ensure that they promote only their current qualification;
 - (c) avoid criticising other Coaches or Umpires and NQ Administrators;
 - (d) for Coaches:
 - (i) use appropriate training methods that will benefit those they coach, taking care to avoid those that could be harmful. Coaches should consider age, experience, ability and physical and psychological factors, and specifically, when making such decisions involving children;
 - (ii) not exploit any coaching relationship to further personal, political or business interests at the expense of the best interest of Players or the game of Netball;
 - (e) accept and respect the role of Officials; and
 - (f) at all times comply with the position statements and responsibilities under the Member Protection Policy, especially in relation to child protection and emotional abuse.

11. DUTY TO REPORT

- 11.1 A Member who becomes aware of any material infringement of this Code must inform NQ in writing in accordance with the provisions of the NQ Disciplinary Procedures Regulations. Without limiting the generality of this obligation, it is mandatory in terms of the corruption prohibition under clause 4.
- 11.2 NQ is committed to protecting and respecting the rights of a Member who reports wrongdoing or misconduct under this Code and will not tolerate any reprisals or threats of reprisal.



11.3 NQ employees, directors and contractors may be eligible for protection for reportable conduct under the NQ Whistleblower Policy.

12. RIGHT TO SUBMIT COMPLAINT

12.1 Any Member may file a complaint regarding potential breaches of this Code in accordance with the NQ Disciplinary Procedures Regulations, including use of prescribed forms and submission of evidence.

12.2 There is no entitlement for proceedings to be opened following submission of a complaint.

12.3 A complaint must be made in good faith and on reasonable grounds. A Member must not submit a complaint that they know to be untrue, vexatious, malicious or improper.

12.4 A complaint can be made anonymously, however it may be difficult for the matter to be properly investigated without the Member's identity.

13. DUTY TO CO-OPERATE

13.1 A Member must assist and cooperate truthfully, fully and in good faith with an Integrity Body at all times, regardless of whether they are involved in a particular matter as a party, as a witness, or in any other role. This requires, full compliance with Integrity Body requests, including requests to clarify facts; provide oral or written testimony; submit information, documents or other material; and disclose details regarding income and finances, if the Integrity Body deems it to be necessary.

13.2 A Member must not take any action actually or apparently intended to obstruct, evade, prevent, or otherwise interfere with any actual or potential Integrity Body proceedings.

13.3 In connection with any actual or potential Integrity Body proceedings, persons bound by this Code shall not conceal any material fact; make any materially false or misleading statement or representation; or submit any incomplete, materially false or misleading information or other material.

13.4 A Member must not harass, intimidate, threaten or retaliate against someone for any reason related to that person's actual, potential or perceived assistance to or cooperation with an Integrity Body.

14. CULPABILITY, ATTEMPT AND INVOLVEMENT

14.1 A breach of this Code is subject to the sanctions, whether acts of commission or omissions, whether they have been committed deliberately or negligently, whether or not the breach constitutes an act or attempted act, and whether the parties acted as principal, accomplice or instigator.

14.2 In terms of attempted breaches, an Integrity Body may reduce the sanction envisaged for the actual infringement and determine any extent of mitigation as it sees fit.

14.3 Any person who knowingly takes part in committing an infringement, either as instigator or accomplice, is also punishable. An Integrity Body may take account of the degree of guilt of the party involved by reducing the sanction as it sees fit.



15. TYPES OF SANCTIONS

15.1 The following disciplinary sanctions may be imposed against a Member Entity:

- (a) a reprimand;
- (b) a fine;
- (c) placement on a bond;
- (d) a deduction or loss of competition points;
- (e) suspension from participation in a Game or Gamees;
- (f) exclusion, suspension or expulsion from a Competition;
- (g) annulment of the result of the Game; or
- (h) such other disciplinary sanctions or measures as is appropriate in all the circumstances, including as prescribed in NQ Regulations.

15.2 The following disciplinary sanctions may be imposed against an Individual Member:

- (a) a reprimand or warning;
- (b) a fine;
- (c) compliance training or educative course;
- (d) community service;
- (e) return of award;
- (f) place the individual on a bond;
- (g) suspension from participation in a Game or suspension or expulsion from a Competition;
- (h) suspension or cancellation of registration, licence or accreditation, including coaching accreditation or players registration;
- (i) termination of playing or coaching contract;
- (j) a ban from the dressing rooms and/or the substitutes' bench;
- (k) a ban from entering a stadium or netball venue;
- (l) ban on taking part in any netball related activity; or
- (m) such other disciplinary sanctions or measures as is appropriate in all the circumstances, including as prescribed in NQ Regulations.

15.3 NQ or an Integrity Body can decide to suspend the sanction and place the Member on a probationary period.

15.4 If the person benefiting from a suspended sanction commits any other breach of this Code during the probationary period, the suspension will automatically be revoked and the original sanction fully applied and added to the sanction imposed for the new breach.

16. DISCIPLINARY PROCEDURES REGULATION

16.1 NQ may enforce the terms of this Code and invoke the sanctions in accordance with the rules and procedures specified in the NQ Disciplinary Procedures Regulation.

17. DEFINITIONS AND INTERPRETATION

17.1 In this Code:

Administrator means any person, whether paid or unpaid, involved in the governance or administration of Netball at NQ, Member Associations, Affiliate Members or Clubs in the capacity of staff, contractor, board, officer, committee or working group member.

Affiliate means an organisation recognised by NQ as conducting Netball competitions or programs whose participants are not necessarily registered with a Member Association.



Ambush Marketing means any:

- (a) marketing, promotions or advertising relating to NQ Property that has not been authorised by NQ;
- (b) unauthorised sale of tickets, hospitality or merchandise; or
- (c) other activity that may adversely affect the Commercial Rights or rights granted to Partners.

Attribute means race, colour, religion, language, politics, national or ethnic origin, gender, transgender, sexual orientation, age, marital status, pregnancy or intellectual or physical impairment or any other attribute specified under the Member Protection Policy or commonwealth or state legislation.

Benefit means money, gift, advantage, consideration or any other benefit or reward, whether in cash or kind.

Broadcast Rights mean the right to record any part of NQ Property for transmission, display and distribution by way of audio, audio-visual, television (including free-to-air, subscription, multichannel, closed circuit and interactive television), televisual exhibition, internet, broadband, mobile and video, in all forms whenever devised in any part of the world.

Club means:

- (a) any club or team affiliated to or registered with a Member Association or Affiliate;
- (b) any association, club or team admitted to field a team in a NQ Competition, including a representative team in state championships or state titles; or
- (c) an entity licensed by NQ from time to time to participate in the highest level NQ leagues, including the Sapphire Series, Queensland Premier League or any replacement league.

Confidential Information is any information determined as confidential by the NQ Board or CEO or which may be reasonably considered to be commercially or otherwise sensitive or otherwise given with the understanding or communication of confidentiality.

Coach means any coach, assistant coach, high performance or skills coach who from time to time:

- (a) is registered or affiliated with a Club or Member Association;
- (b) is contracted by NQ, including for Queensland Firebirds, Queensland Fusion and state representative teams; or
- (c) who otherwise participates as a coach in a Competition or Game.

Commercial Rights mean any and all other commercial, marketing and advertising rights associated, directly or indirectly, with NQ Property or Intellectual Property, including:

- (d) Broadcast Rights;
- (d) Partners;
- (e) licensing and merchandise;
- (f) ticketing, corporate hospitality memberships at NQ Competitions;
- (g) Game Statistics;
- (h) Venue supply rights, including signage, ticketing, food and alcoholic and non-alcoholic beverages, concession, wagering, technology and banking.

Competition means any Netball competition, championship or league administered, managed or sanctioned by NQ, Member Associations or Affiliates, including NQ Competitions.

Complicit means assisting, encouraging, aiding, abetting, conspiring, covering up or any other type of intentional complicity involving an offence or breach of this Code.



Event means any committee meeting, launch, awards functions, official dinners or functions, Queensland Sporting Collective, Queensland Leaders Conference or any other event or function that is organised or controlled by NQ.

Game means any Game played under the auspices of NQ or a Member Association, Affiliate or Club, including any trial Game or Game in a Competition.

Game Statistics mean data, statistics or information relating to the Competitions, Gamees, Players or other Participants, collected by or for, or in the possession or control of NQ or Members, including Game results, number of goals scored, names of goal scorers, and penalties and infringements.

Integrity Body means NQ acting in investigative or adjudicative role and Arbitrators, Disciplinary & Integrity Tribunal and the Appeals Tribunal established pursuant to the Disciplinary Procedures Regulations.

Intellectual Property means all rights or goodwill subsisting in copyright, business names, names, trade marks (or signs), logos, designs, patents or service marks (whether registered or unregistered) relating to NQ or any NQ Property.

Member Association means a legal entity recognised by NQ under the NQ Constitution as representing a geographic area or group of clubs.

Member Protection Policy means the member protection policy as promulgated by NA and adopted by NQ from time to time.

Netball means the sport of Netball as determined by Netball Australia and/or NQ and includes all derivative programs, products and variations as may be recognised by NQ from time to time.

Netball Australia or **NA** means the national governing body of Netball in Australia of which NQ is the member organisation representing Queensland.

NA Regulations mean the rules and regulations of Netball Australia in force from time to time, including the Member Protection Policy, Anti-Doping Policy, National Policy on Match Fixing in Netball, and the Integrity in Netball Framework and associated rules (as made available on <https://netball.com.au/integrity-framework-policies>).

NQ Competition mean a Competition owned, managed or hosted by NQ, including Sapphire Series and Queensland Premier League (by whatever name), state age championships, state titles, primary and secondary school cups.

NQ Property mean NQ Competitions, Events and Programs.

NQ Regulations mean any rules, regulations, policies and procedures promulgated by NQ from time to time.

Official means an Administrator, Umpire or Selector.

Participant means Administrator, Player, Coach, Team Support Personnel, Umpire, Selector and any other person who participates in, and or attends, an event, activity or program of NQ, Member Associates or Affiliates, including people who may not be a registered member.

Partner means any partner, sponsor, supplier or licensee appointed by NQ in relation to NQ or any NQ Property from time to time.



Player means any player who from time to time:

- (i) is registered or affiliated with a Club;
- (j) is contracted to Queensland Firebirds or Queensland Fusion, including as trial players;
- (k) participates in a Competition; or
- (l) is registered with, or participates in, a Program.

Program means any program or activity conducted or sanctioned by NQ from time to time, including Girl Warrior, NetX and Diamond Spirit.

Representative Player means a player selected by NQ in a state squad, including development squads and academies.

Selector means any person appointed by NQ to select Players, Coaches or Officials.

Team Support Personnel mean:

- (a) team managers;
- (b) medical personnel, including doctors, physiotherapists, psychologists, masseurs, strength and conditioning, sport trainers, and nutritionists; and
- (c) any other person involved in the preparation, training or rehabilitation of Players.

Umpire means any official appointed to officiate or adjudicate in relation to a Game, including umpires, bench officials and other technical officials.

Venue means Nissan Arena (previously Queensland State Netball Centre) over which NQ has venue management rights.

17.2 In this Code:

- (a) words in the singular include the plural and vice versa;
- (b) reference to "including" and similar words are not words of limitation;
- (c) words importing a gender include any other gender; and
- (d) a Person includes a body corporate.

17.3 This Code may be amended withdrawn or replaced from time to time by NQ in its sole discretion.

17.4 In the event any provision of this Code is determined invalid or unenforceable, the remaining provisions shall not be affected. This Code does not fail because any part of this Code is held invalid.

17.5 A failure to exercise or enforce any right conferred by this Code will not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any other occasion.