

Your guide to the

Sport and Recreation Complaints and Mediation Service



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Service
Guidelines

1. Establishment of the Service

- 1.1. The Sport and Recreation Complaints and Mediation Service (“SRCMS” or “Service”) is an independent complaints and mediation service for sport and active recreation across Aotearoa New Zealand.
- 1.2. The SRCMS is operated by Immediation New Zealand Limited (“Immediation”), a private organisation with dispute resolution expertise. SRCMS is authorised by Sport NZ but is independent of it. Immediation is not owned by the Government and is not a government agency.
- 1.3. Immediation has been contracted by Sport NZ to run the Service, independently of the Government and all sporting bodies, clubs and organisations. The Service provides an impartial process for individuals and organisations to seek to resolve disputes within the scope of the Service.
- 1.4. As an impartial dispute resolution provider, the SRCMS does not provide any legal services i.e. does not provide any legal advice or opinion in connection with a complaint or dispute. It does not assess the merits of a complaint or dispute nor assess the strength of the evidence in support of it. The parties using the service must decide whether the Service is right for them and whether they need legal advice about their complaint or dispute.
- 1.5. Immediation uses its best endeavours to assist parties to resolve their disputes in accordance with these Guidelines and its contract with Sport NZ. It does not act on behalf of any person. Immediation has no obligation to any individual or body to take any specific step on their behalf. It does not have any obligation to the Government to take any specific step in connection with any specific dispute.
- 1.6. Immediation does its best to assist with dispute resolution processes with consent from both parties. If one party to a dispute does not consent to any part of the process, it is not the role of Immediation to compel participation of any individual or organisation nor does it have any authority to do so. Consent of any party may be withdrawn at any time.
- 1.7. In accordance with the attached Investigations Protocols, organisations may agree to appoint an independent investigator under a Terms of

Reference to be determined by the organisation and in consultation with the complainant. Immediation will facilitate that appointment only and is not involved in the conduct of the investigation.

- 1.8. Immediation will operate the Service on the basis that it will protect the information and confidentiality of all parties except to the extent required by law or where consent to release information is provided.
- 1.9. Parties are required to agree confidentiality as part of any mediation process, however, Immediation has no authority or power to compel adherence to confidentiality obligations agreed between parties or control over information in the hands of third parties.
- 1.10. Immediation contracts a Panel of independent dispute resolution Experts including cultural advisors and recipients of whistleblowing complaints (“Experts”). Except in the very limited circumstances set out in the contracts with those experts, such experts cannot be directed by Immediation to take any particular step.
- 1.11. FairWay Resolution Limited (“FairWay”) operates facilitated dispute resolution services under a contract with Immediation. Immediation cannot compel FairWay facilitators or mediators to act in a particular way in relation to a particular dispute. FairWay will be provided with a copy of these Guidelines and will be required to operate its part of the Service in accordance with them.

2. Purpose and Scope

- 2.1. The Service will be fully funded by Sport NZ, so there is no out of pocket expense for any individual or organisation to access the Service. The Service will operate consistently with the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 2.2. These Guidelines provide a framework for the SRCMS team at Immediation. These guide how the team will deliver the “triage” component of the Service i.e. from receipt of a complaint through to the commencement of a dispute resolution or other process, where applicable.
- 2.3. In particular, the Service will identify:
 - (a) when a complaint or dispute is within the scope of the Service;

- (b) for a complaint or dispute that is within the scope of the Service:
 - (i) the options that may be offered under the Service and the factors that will be taken into account in assessing which option(s) (where applicable) will be offered;
 - (ii) when complaints or disputes will be referred to existing mechanisms within the sport or recreation organisation;
 - (iii) when matters will be referred to Tribunals, regulatory bodies and the Police.

2.4. It is understood that each complaint or dispute has its own factual background, duration and dynamics. Some disputes have a history of litigation and/or dispute resolution attempts. There are a great range of issues raised, with varying degrees of complexity, severity and importance to the parties concerned. Importantly, individuals who submit complaints have different objectives and perspectives about the resolution avenues they might wish to pursue.

2.5. Whilst understanding that no two disputes are the same, these Guidelines provide a framework to maintain consistency of overall approach in the triage process.

3. Who can access the Service

3.1. The SRCMS is available to anyone over 18 years of age. Anyone over 18 years of age can raise a complaint or dispute with the Service by calling the hotline or by submitting an online form. The online form, available through the Service website, enables anyone to submit a written complaint, including anonymously.

3.2. The Service encourages general enquiries through the hotline. The SRCMS team can provide information about potential avenues available to a particular individual or organisation without any obligation to proceed.

3.3. A parent or legal guardian may access the Service on behalf of a child or young person and initiate a dispute resolution process. Any dispute resolution process within the Service requires the written consent of a parent or legal guardian.

- 3.4. SRCMS triage services are not available to children and young people without a parent or legal guardian present. If notwithstanding this a child or young person under 18 does call the hotline or submit an online enquiry, the SRCMS team is authorised to take any of the following steps as it considers appropriate in its absolute discretion:
- (a) explain that a parent or guardian needs to be the contact person on their behalf in order to access this Service;
 - (b) provide the person under 18 years of age with contact details for other support services;
 - (c) if the SRCMS team is concerned about an imminent risk to the safety of the child or young person, contact 111;
 - (d) if the SRCMS team is concerned about the mental health of the child or young person, contact EAP Services and/or request that EAP carry out a welfare check (either on the phone or in person as EAP considers appropriate); the SRCMS will use its best endeavours to obtain the individual's prior consent where practicable before contacting EAP but the SRCMS may contact EAP without consent if the SRCMS is concerned about the mental health or wellbeing of any person;
 - (e) if the SRCMS team is concerned about possible abuse or risk of abuse to a child, the SRCMS team may in its discretion contact Oranga Tamariki for advice and/or to make a report of concern.
- 3.5. The SRCMS team is also authorised to take any of the steps set out at 3.5(c), (d) and (e) as it considers appropriate in its absolute discretion with respect to a child or young person where an adult has contacted the SRCMS.
- 3.6. The SRCMS team is authorised (but under no obligation) to seek, and where it considers it appropriate to do so act in accordance with, advice from EAP Services, Safeguarding Children NZ, or Oranga Tamariki regarding any matter relating to a child or young person at any time. The SRCMS team is authorised to seek the advice of EAP Services, Safeguarding Children NZ or Oranga Tamariki on a no names basis without consent, if the SRCMS considers it necessary to do so because the SRCMS team is concerned about the mental health, wellbeing or safety of an individual.

4. Whether a complaint or dispute is within the scope of the Service

4.1. In order for a complaint or dispute to come within the scope of the Service, the complaint or dispute:

- (a) must be “in connection with” sport or active recreation in New Zealand; and
- (b) must not fall within one of the exclusions set out below.

4.2. There are many ways that a complaint or dispute may be “in connection” with sport or active recreation including, without limitation:

- an incident has taken place in a sporting or active recreation setting, whether on or off field;
- the complaint is about a sport or active recreation organisation or rules;
- it relates to a member or employee of a sporting or active recreation organisation;
- the person making the complaint is unable to participate in a sport or active recreation event;
- the people are connected through, and the issue arises in the context of sport and recreation.

4.3. The following are examples of matters that would be within the scope of the Service (if they meet the requirement of “in connection with” sport or active recreation):

- a complaint about behaviour of a coach, volunteer, parent, sportsperson or participant;
- a dispute about selection for a particular team or event;
- a complaint about management, culture, policy or rules of an organisation;
- a complaint of wrongdoing by a volunteer, coach, individual team member or their parent;

- complaints of bullying, harassment, or discrimination;
 - a dispute about inappropriate use of social media in a sporting or active recreation setting.
- 4.4. At this stage, there is no historic time limit on complaints.
- 4.5. All complaints or disputes connected with a school or inter-school sport or competition will be out of scope except where the following applies:
- the SRCMS is satisfied that all available steps have been taken (formally or informally) to resolve the matter through existing channels within the New Zealand education system including, where relevant, with School Sport New Zealand; and
 - the matter remains unresolved; and
 - the SRCMS considers that it would be appropriate for this Service to provide dispute resolution services.
- 4.6. For complaints that are outside scope, the SRCMS will, so far as practicable, provide individuals with general information about other processes that they may wish to pursue to resolve the issue raised (e.g. by contacting relevant regulatory bodies).

5. The triage process and dispute resolution options

- 5.1. If a matter is within the scope of the Service, the SRCMS will then assess whether a suitable dispute resolution or other avenue is available within the Service in the circumstances.
- 5.2. The SRCMS will use its best endeavours to provide individuals with all necessary information so that they can access the SRCMS triage and any applicable dispute resolution services.
- 5.3. The role of the SRCMS team is to gather sufficient detail about the particular factual circumstances and dynamics of a dispute and apply this framework, as it considers appropriate to each particular complaint or dispute. In some instances, individuals will need additional support to be able to provide Immediation with the relevant detail. Additional support

may also be available, where needed, for participation in the dispute resolution process.

- 5.4. The SRCMS team who triage complaints and disputes have legal and dispute management training which enables them to understand issues within a dispute resolution context. However, SRCMS team members do not provide legal advice and do not act for any party, particularly the complainant. This is explained to each complainant who raises a complaint or dispute with the Service.
- 5.5. As part of the triage process, the SRCMS team may, if it considers it appropriate, suggest that the individual speaks in the first instance with Incident Response (who have particular expertise in taking calls from whistleblowers and/or individuals who wish to remain anonymous). Incident Response will then (in accordance with its contract with Immediation) provide the SRCMS team with details of the complaint or dispute for triage purposes.
- 5.6. Where appropriate, following triage of the matter the SRCMS team may:
 - deliver early facilitation services;
 - appoint one of its Immediation Panel expert mediators to deliver early facilitation services;
 - where mediation services are being provided, appoint one of its Immediation Panel expert mediators;
 - recommend one of its Immediation Panel members as an independent investigator (but not otherwise have any involvement in the investigation);
 - refer the matter to FairWay for dispute resolution where appropriate.
- 5.7. Dispute resolution services offered under the Service will be so far as possible tailored to the particular needs of the parties.
- 5.8. Immediation panel expert mediators will be selected by the SRCMS team based on their suitability and availability on a case by case basis, following conflict checks. Consent to the participation of each Panel member will be sought from the complainant(s) and the respondent(s) in any facilitated process.

- 5.9. Sometimes, there may not be any suitable avenue (dispute resolution, investigation or other) available within the Service for the particular dispute. Immediation will provide the individual with general information about any obvious avenues outside the service that may be useful.
- 5.10. So far as practicable, the SRCMS will adapt its triage and dispute resolution processes to meet any accessibility requirements, language requirements and cultural needs of all parties utilising the Service (including but not limited to the individual who first contacts the Service).
- 5.11. Should a complaint be submitted or received by any individual or organisation that seeks Te Ao Māori input, the SRCMS will, if and to the extent considered desirable by those involved, and so far as practicable:
- (a) involve Tūtira Mai NZ (“Tūtira Mai”), in initial discussions during the triage process to assist with the consideration of dispute resolution options;
 - (b) in consultation with Tūtira Mai, adapt its early facilitation and dispute resolution processes to incorporate culturally appropriate practices, principles and supports.

This may include for example but is not limited to:

- a Mana Restoration process facilitated by Tūtira Mai; or
- an expert facilitator from Tūtira Mai NZ working together with one of our Panel members to deliver a mediation process to the parties.

See *Mana Restoration Overview* for further details.

- (c) provide additional support throughout any dispute resolution process where needed (e.g. access to a Māori support person).

6. Whether the complaint is suitable for facilitated resolution

- 6.1. Once the SRCMS team confirms that a matter is within the scope of the service, it will consider whether to offer the individual who has submitted the complaint or dispute a Facilitated Resolution service, which is generally one or both of:

- Early facilitation: this is a flexible and informal process whereby the SRCMS team and/or Panel member works with all parties involved to seek to resolve a dispute;
- Mediation: this is a facilitated resolution process with an expert mediator. The mediator assists the parties to seek to resolve their dispute on terms that they agree.

6.2. A number of factors will be considered in this assessment including (but not limited to):

- (a) the respective needs of the parties and how those can most safely and appropriately be ascertained;
- (b) whether the nature of the complaint and the parties involved are such that a negotiated resolution process is appropriate;
- (c) whether the parties previously attempted to resolve their dispute;
- (d) whether there is a relevant legal or other process (whether formal or informal) in relation to the issue in dispute which is not yet concluded or is more suitable as the next step (e.g. written complaint lodged with an organisation or a meeting scheduled to take place between the parties to seek to resolve the issue);
- (e) whether suggestions as to resolution, formally or informally, would be likely to assist or whether the complaint is such that facilitated resolution is unlikely to work (e.g. a negotiated resolution may be unrealistic and resolution may require a binding decision of a third party);
- (f) whether the complaint or dispute is more suitable to be dealt with by the organisation concerned;
- (g) whether the complaint or dispute is within the scope of an existing regulatory body or Court and therefore is best dealt with by that body or Court or Tribunal;
- (h) the urgency of the issue(s) to be resolved.

6.3. Early facilitation may be offered first, particularly where the SRCMS team is needed to engage with the parties and assist in bringing them “to the table” to explore potential resolution of the dispute. Conversely, it may

be clear from the outset of a complaint or dispute that early facilitation is either unnecessary or unsuitable and that the matter should proceed directly to mediation. Detailed information about these processes is set out in the Early Facilitation and Mediation Terms and Conditions.

- 6.4. If early facilitation or mediation is to be offered, then as part of the triage process the SRCMS team will assess whether the dispute is community based or high performance / elite sport. Where appropriate, early facilitation and/or mediation services may be provided using the staff of FairWay.
- 6.5. Some complaints or disputes are within scope but are more suitable for investigation rather than dispute resolution. The SRCMS may where appropriate consider whether an investigation could be made available under the Service; investigations require agreement of the sporting organisation to proceed and investigators are appointed by the sporting organisation; see the *Investigation Protocols*.
- 6.6. The SRCMS team will not as part of the triage process consider whether a particular complaint or allegation has any merit. An assessment of the merits / evidence in support of a particular complaint will be a matter for the independent investigator.
- 6.7. Where the SRCMS proposes to offer investigation services, it will require funding for that investigation to be approved in advance by Sport NZ. The scope and duration of investigations will vary greatly.

7. Counselling services and wellbeing of complainants and other individuals

- 7.1. Immediation is a dispute resolution service provider; the SRCMS is not a counselling service, mental health support service or overarching support service. Counselling is not provided by SRCMS, but SRCMS can assist individuals to access independent services provided by EAP Services.
- 7.2. All individuals who submit a complaint or dispute to the SRCMS, or are involved or connected with the dispute in any way (e.g. family member or friend supporting someone involved in a dispute), are able to access counselling services through EAP Services, free of charge.
- 7.3. The SRCMS team will inform individuals and organisations using the SRCMS that confidential counselling services are available and where appropriate will provide them with contact details for EAP. EAP will not

provide the SRCMS with the name of anyone who accesses these counselling services without their consent.

- 7.4. Counselling services can be provided in person, by video-call, by telephone or e-counselling. Initially, 3-4 sessions are available and additional sessions can be accessed if required through this service (subject to funding approval).
- 7.5. Counselling services are available to support individuals in their complaint or dispute resolution and can be accessed at any time from the initial enquiry onwards.
- 7.6. The SRCMS is authorised to take the following steps in its absolute discretion:
 - (a) if the SRCMS team is concerned about an imminent risk to the health or safety of any person, contact 111;
 - (b) contact EAP Services and/or request that EAP carry out a welfare check (either on the phone or in person as EAP considers appropriate); the SRCMS will use its best endeavours to obtain the individual's prior consent where practicable before contacting EAP but the SRCMS may contact EAP without consent if the SRCMS is concerned about the mental health or wellbeing of any person;
 - (c) in any case with the individual's consent, provide a referral to EAP for counselling services.
 - (d) require before an individual commences an early facilitation or dispute resolution process that the individual provides the SRCMS with a letter from his or her health professional confirming that relevant supports are in place to support the individual's health, wellbeing and safety.
- 7.7. The SRCMS team is authorised but under no obligation to seek and where it considers it appropriate to do so act in accordance with advice from EAP Services regarding any matter relating to the mental health of an individual. The SRCMS team is authorised to seek the advice of EAP Services or Safeguarding Children NZ on a no names basis without consent, if the SRCMS considers it necessary to do so because the SRCMS team is concerned about the mental health, wellbeing or safety of an individual.

- 7.8. Immediation and FairWay will use their best endeavours to:
- (a) facilitate access to EAP counselling services if and to the extent practicable, to complainants and any other individuals who are using this Service;
 - (b) if requested by the individual or their circumstances suggest such support may assist, to provide contact details for other support services;
 - (c) facilitate access to mediation preparation support through FairWay (where FairWay considers it applicable and practicable to do so).
- 7.9. As an impartial dispute resolution provider, it is not the role of the SRCMS to assess the mental health or wellbeing of any individual nor seek to monitor or put in place measures to monitor or support, on an on-going basis, the health or wellbeing of any person beyond.

8. Use of information about complaint

- 8.1. All information is handled in accordance with these Guidelines, our terms and conditions, and our privacy policy.
- 8.2. The SRCMS team will not disclose details of a complaint to any person including a third party, without the individual's consent, other than in extreme circumstances.
- 8.3. Those circumstances would include where required by law to disclose, or where the Privacy Act principles allowed disclosure and it was reasonable to do so such as where there was an imminent and serious risk to the safety of a known person and attempts had been made to obtain consent.
- 8.4. SRCMS and Immediation are conduits of information for the purposes of dispute resolution. None of Immediation, SRCMS or its team make, or can be construed to make, allegations (wrongful or otherwise) against any person or body when acting in accordance with these Guidelines.
- 8.5. The SRCMS may be contacted by two opposing parties to a dispute. Information provided by one party will not be provided to the other without consent. Accordingly, unless and until consent is provided, we will not be able to inform a party contacting the Service if we have

already been contacted by someone else in relation to the same matter. Where we are contacted by opposing parties to the same dispute, the SRCMS will use its reasonable endeavours to, but is under no obligation to, have a different SRCMS team member take the initial call and undertake the triage for that enquiry.

- 8.6. Each complaint or dispute which is raised with SRCMS is treated by the Service as an entirely separate, unique matter. It is possible for individuals or organisations to be party to more than one matter. An individual or organisation might be the respondent in respect of one dispute and a complainant in another dispute. The SRCMS will not notify parties of the fact that an individual or organisation has already utilised the Service on a previous occasion.
- 8.7. As an impartial dispute resolution provider, the SRCMS does not assess the merit of any allegation. It is not the role of the SRCMS to assess whether a particular allegation may be untrue or potentially defamatory to the respondent. It is not SRCMS's role to make a judgment about an allegation and/or refuse to pass that allegation on to any individual or organisation.

9. Referral to a Tribunal or regulatory body

- 9.1. The SRCMS has been established to complement existing complaints and dispute resolution processes.
- 9.2. As explained above, a key consideration as part of the triage process is whether the complaint is within the scope of an existing regulatory body or Tribunal that is better equipped to deal with the complaint. If it is, then the SRCMS team will inform the individual that their matter is not suitable for facilitated resolution and inform them of their option to redirect the complaint to another agency. Alternatively, with the agreement of the individual who has submitted the complaint or dispute, the matter will be referred directly to the applicable regulatory body.
- 9.3. The SRCMS is working in consultation with regulatory bodies to formalise the process for referrals and scope of matters to be referred. This will include the Tribunals and bodies set out in the table below (and there may be other regulatory bodies such as disciplinary tribunals or specialist jurisdictions which may deal with complaints and issues).

Tribunal or regulatory body	Summary of referral matters	Reference
Drug Free Sport New Zealand	Allegation or complaint which could be an anti-doping violation under New Zealand's Sports Anti-Doping Rules and the World Anti-Doping Code	Sports Anti-Doping Act 2006
The Sports Tribunal	<p>Proceeding for an anti-doping violation brought by Drug Free Sport New Zealand</p> <p>Appeal by an athlete against a decision denying a therapeutic use exemption (TUE)</p> <p>Appeal against a decision of a national sporting organisation or the New Zealand Olympic Committee if the constitution, rules, or regulations of that body specifically provide for an appeal to the Tribunal including: appeals against disciplinary decisions and national selection.</p> <p>Other proceedings where the parties to the dispute agree in writing to refer the dispute to the Tribunal and the Tribunal agrees to hear and determine the dispute</p>	Sports Anti-Doping Act 2006
The Office of the Privacy Commissioner	Complaint about a breach of privacy or privacy principles	Privacy Act 2020
The Human Rights Commission	<p>Complaint about unlawful discrimination or racial or sexual harassment</p> <p>Dispute resolution process available as well as recourse to the Human Rights Review Tribunal</p>	Human Rights Act 1993

The New Zealand Police	An allegation that a person has committed a criminal offence (under the Crimes Act or another relevant statute).	Crimes Act 1961
The Health and Disability Commissioner	Complaint about the provision of a health or disability service (regardless of whether it is paid for or not).	HDC Act 1994
Serious Fraud Office	Investigates and prosecutes serious or complex fraud (including corruption and bribery)	Serious Fraud Office Act 1990
Department of Internal Affairs	Investigation of complaints regarding gambling	Gambling Act 2003
Employment Relations Authority	Matters which involve a personal grievance or other dispute involving an employment relationship	Employment Relations Act 2000

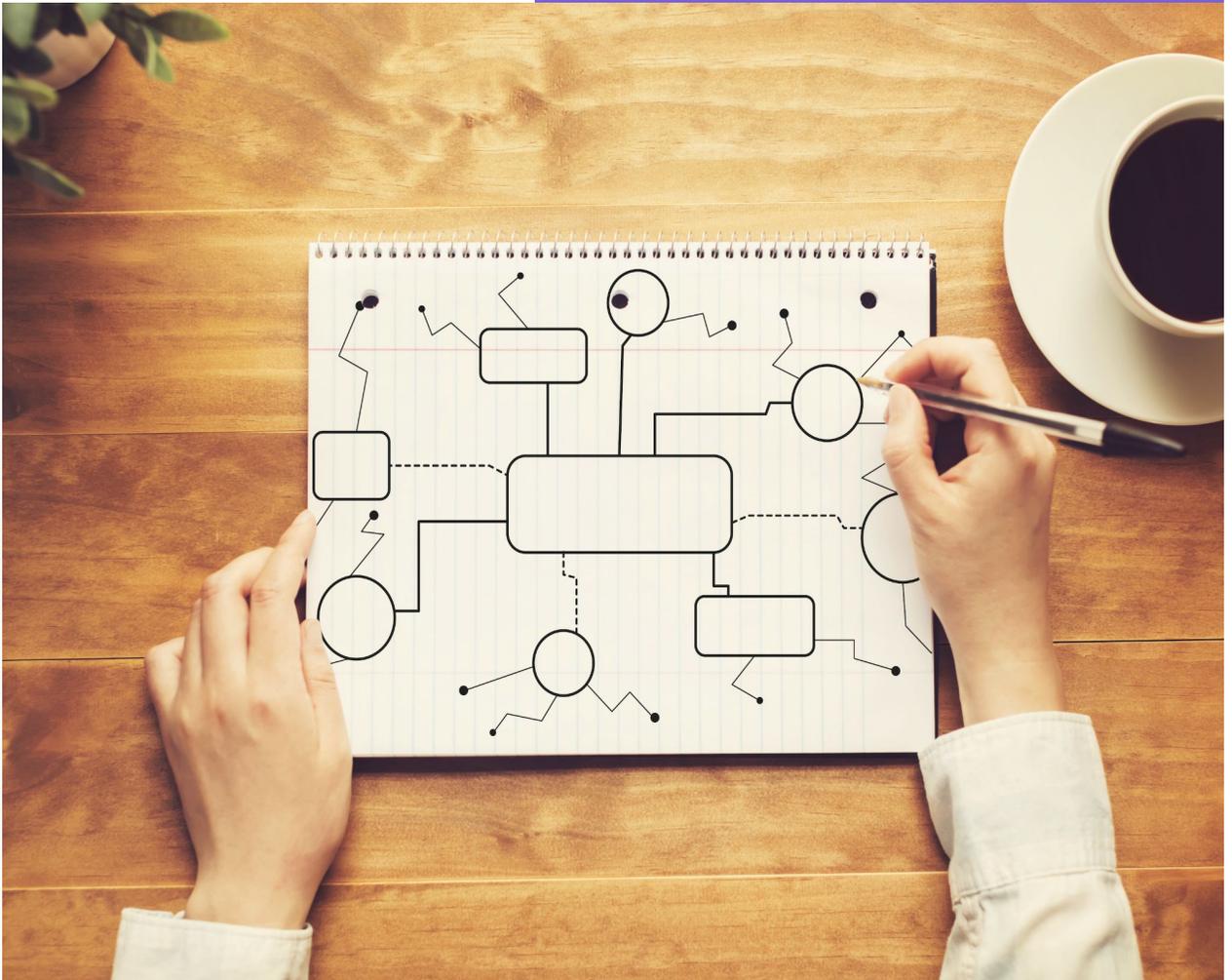
10. Referral to sports and recreation organisations

- 10.1. As part of the triage and/or early facilitation process, the SRCMS will as appropriate make enquiries as to whether the organisation (in connection with which a complaint or dispute has been submitted) has an existing mechanism for handling the complaint.
- 10.2. If there is an existing complaint handling and/or dispute resolution mechanism and the SRCMS considers it to be on the face of it a fair and reasonable mechanism for the circumstances, then:
- (a) in the first instance the matter will be referred with the individual's consent to the organisation to see whether the matter can be resolved in accordance with existing processes; and
 - (b) in the event that the matter remains unresolved following that process, then the individual can contact the SRCMS and the SRCMS will consider at that stage whether any other avenue is available under the Service.

- 10.3. Where participants are obliged to use an organisation's complaint or dispute resolution process, then the matter should be referred there unless there are compelling reasons not to do so (for example, without limitation, there is an apparent lack of impartiality in the dispute resolution process due to a potential conflict of interest). If the matter is not satisfactorily resolved, the individual should contact SRCMS.
- 10.4. Where another process is already underway in connection with the complaint or dispute (whether that process is within a sport or active recreation organisation, or a Tribunal or regulatory body), generally speaking facilitated resolution processes will not be offered under this Service, except where:
- the SRCMS is informed that there is an urgent need to resolve the issue which cannot await the outcome of the existing process; and
 - the parties as well as the relevant sporting organisation, Tribunal or regulatory body, agree that early facilitation or mediation within this Service is appropriate.

11. Review of these Guidelines

- 11.1. These Guidelines will be reviewed by Immediation in Q4 of 2021, with any proposed amendments subject to the approval of Sport NZ.



Protocol for Independent Investigations

BACKGROUND

This protocol applies to any independent investigation established under this Sport and Recreation Complaints and Mediation Service (“Service”) into a complaint made or referred to the Service.

Under the Service, complaints will be made by phone call to the established confidential hotline 0800 493 612 or alternatively, may be submitted online through our Website <https://sportsmediationservice.whispli.com/inbox/register>.

On receipt of your complaint, the SRCMS team may suggest that you speak with one of our colleagues at Incident Response (who have particular expertise in taking calls from complainants with sensitive matters and/or individuals who wish to remain anonymous) who will then provide the SRCMS team with details of your complaint.

Through our triage process, the Service, in consultation with the complainant, will ascertain what option/s are available for resolution of the complaint. The complainant is free to decide if they wish to proceed with any option offered.

The Service may, in accordance with the Service Guidelines, offer the complainant the option of an independent investigation.

The following protocol will be used as a broad guideline in relation to any independent investigation into a complaint. Each investigation process will be tailored in some respects to meet the circumstances of the complaint. The SRCMS team will let the complainant know where one or more aspects of the process will differ from the protocol below.

The person who is the subject of a complaint (the “respondent”) may be an individual who is part of a sporting organisation or may be the sporting organisation itself. Before any investigation can proceed, the sporting organisation must agree to the investigation taking place. It is up to the sporting organisation whether its participation also requires any individual respondent (if different) to agree to take part in the investigation. In all cases, the participation of any respondent is voluntary. Once the sporting organisation has determined to proceed, funding approval will be sought from Sport NZ; however information (including the identity of the individuals and organisation involved) will be kept strictly confidential (other than at a de-identified level as to the nature of the sport and the level of risk/complexity of the dispute).

This Protocol is also to be applied alongside the Service Guidelines and other relevant protocols.

1. SCOPE OF INVESTIGATIONS

- 1.1 The Service will, in appropriate cases, recommend an independent person, usually from its Panel of Independent Experts or from an alternative third party provider, to act as an independent investigator to conduct an independent investigation in relation to the complaint.
- 1.2 The independent investigator will be appointed by the relevant sports organisation to conduct the investigation. Once an independent investigator has been recommended, the SRCMS will not have any further involvement in the investigation.
- 1.3 A Terms of Reference will be established to outline the scope of the investigation. The investigator will be invited to settle the Terms of Reference with the relevant sporting organisation, in consultation with the complainant and any respondent.
- 1.4 The Terms of Reference will outline the nature of the complaint, the allegations to be investigated and the process of the investigation in accordance with the guidance provided in this protocol.
- 1.5 The investigator will be impartial and will be required to follow a natural justice process in the investigation. Investigations will generally remain confidential to the parties involved, so far as the law allows. Investigations will not be conducted under legal privilege.
- 1.4 The investigator will determine on the balance of probabilities whether any of the allegations made in the complaint are substantiated on the facts.
- 1.6 The investigator may also address any related matters that arise in the course of the investigation (provided that the complainant and respondent are made aware of any additional allegations sufficiently in advance of any interview with the investigator).
- 1.7 At the conclusion of the investigation, the investigator will make the final report available in accordance with the Terms of Reference and these Protocols. Generally, this will involve the report being provided to the complainant, the relevant sporting organisation, and any other

relevant party. All parties who receive the final report will not disclose the report to any other person except in accordance with the Terms of Reference or as agreed otherwise between all relevant parties.

2. INVESTIGATION PROCESS

The investigation process will usually involve the following steps:

Interviews

- 2.1 At the commencement of any interview the investigator will describe the investigation process. This includes the rights and obligations established in the Terms of Reference. The interviewee must accept that they are happy to proceed on the terms stated before the interview begins.
- 2.2 The investigator may audio record interviews if this is considered appropriate by the investigator. Audio recordings of an interview can be made available in the event they are requested by an interviewee.

Complainant interview

- 2.2 The investigator will interview the complainant/s. Any complainant will be entitled to have present at the interview any support person or representative the complainant wishes to be present.
- 2.3 A written statement of each complainants' interview will be prepared by the investigator and the complainant will be asked to review and sign the witness statement in a form they are satisfied accurately reflects their complaint. The complainant will be made aware that their statement (together with any enclosures to the statement) will need to be shown to the respondent to the allegations. In most cases the name of the complainant will need to be provided to the respondent.
- 2.4 The complainant will be asked to produce any documents either they or the investigator consider relevant to the complaint or the investigation and any documents produced will be annexed to each complainant's witness statement.

Witness interviews

- 2.5 The complainant and respondent will be invited to propose any relevant witnesses to be interviewed. The investigator will, in most circumstances, interview witnesses proposed by either the complainant or respondent, except where the investigator does not consider a witness's statement is necessary. The investigator may also elect to interview any person that may provide relevant evidence to the investigation.
- 2.6 Any relevant and necessary witnesses will be interviewed separately by the investigator and in the presence of any support person or representative the witness wishes to be present.
- 2.7 A written statement of the witness interview will be prepared by the investigator and the witness will be asked to review and sign the written statement in a form that they are satisfied accurately reflects their interview.

Respondent interview

- 2.8 Complainant and witness statements and any documents produced will be provided to the respondent, prior to being interviewed. Redactions may be made where necessary in the investigator's opinion to protect the personal information of individuals.
- 2.9 The investigator will then interview the respondent separately and in the presence of any support person or representative the respondent wishes to be present. A written statement of a respondent's interview will be prepared by the investigator and the respondent will be asked to review and sign the written statement in a form they are satisfied accurately reflects their response to the complaint.
- 2.10 The respondent will be asked to produce any documents either they or the investigator consider relevant, and any documents produced will be annexed to the respondent's witness statement.

Opportunity to respond

- 2.11 Following the respondent's interview the complainants will be provided with a copy of the respondent's statement (and any witness statements), so far as they relate to their complaint. The complainant

will be asked to respond to any new information contained in the respondent and/or witness statements.

- 2.12 The investigator may determine whether the opportunity to respond is provided by way of communication by email separately with the complainants and respondent or whether it is necessary to conduct second interviews to provide this opportunity to respond.

3. INVESTIGATION REPORT

- 3.1 The investigator will produce a draft report which will be provided to relevant parties in accordance with the Terms of Reference, usually to include complainant and relevant respondent.
- 3.2 The final report will be provided to the parties in accordance with the Terms of Reference established at the commencement of the investigation. The final report will be stored by SRCMS however no action will or may be taken with that report including provision of the report to any other parties (other than by consent or by compulsion of law).

4. INVESTIGATION PRINCIPLES

- 4.1 Investigations will be completed in accordance with the principles of natural justice. The investigator will determine what information needs to be provided to any parties involved having regard to the need for the investigation to be thorough and fair to all parties.
- 4.2 Any information provided to the investigator will be provided on the basis that it may be disclosed, by the investigator, to any other person involved in the investigation. This will be to ensure that the investigator is able to conduct the investigation in accordance with the principles of natural justice.
- 4.3 The investigation will be confidential to the investigator, complainant(s), respondent(s) and any relevant bodies as determined by the Terms of Reference. Information will only be disclosed to other witnesses where that is necessary for the purposes of the investigation or it is agreed prior between all relevant parties.
- 4.3 The investigator will ensure that those participating in the investigation understand and agree to applicable confidentiality

requirements. Neither the SRCMS nor the investigator can or will take any legal steps to compel a party's compliance with confidentiality requirements; that is a matter for the relevant parties.

5. INDEPENDENT LEGAL ADVICE AND SUPPORT

- 5.1 All parties to an investigation process will be entitled to seek their own independent advice or support at any stage during the process. Neither the SRCMS or the investigator will provide legal advice to any individual or organisation involved.

- 5.2 Confidential external counselling through EAP Services is also available during the process to any complainant or respondent or their support person(s) or any member of a relevant sporting organisation.



TŪTIRA MAI NZ
STAND TOGETHER

Mana Restoration

Tākina te kawa o mate ki te tini a te kura kua momotu ki tawhiti, ki Paerau. Waiho nei te aroha, waiho nei te mamae. E maringi a wai ana te roimata. Kai te iwi o te pō, takoto, e moe, okioki. Kai te hunga ora ki a tātou anō hai kaikawenga, hai kaipupuri, hai pou kaiāwha, whakamaua ki a rātou i hiahia ai. Ko ngā taonga tuku iho hai tuarā e haere nei te uri i tona ao.

Kai te whānau, tēnā tātou katoa. Hai kai mo te hinengaro - Kia ora whānau - food for thought and consideration to prepare for a mana restoration hui.

Mana Restoration

Process

The hui will be facilitated in the following manner -

- Pou Mua: Facilitators
 1. Wairangi Jones (Te Arawa, Ngāti Tūwharetoa, Ngāti Maniapoto, Ngāti Raukawa ki te tonga).
 2. Cheri (Panda) Waititi (Ngāti Porou, Te Whānau a Apanui)
- The role of the pou is to facilitate only and guide proceedings to find pathways for mana restoration. The pou have no vested interest in the parties and their take / kaupapa. In this respect it is not necessary to know the details involved.
- Facilitation will be mana whenua, tikanga based and include contemporary restorative practice.
- Whānau support is encouraged. Should the group exceed 20, whānau are asked to have māngai / representatives speaking on behalf of the wider group so as to maximise time. It would be helpful to allocate speaking roles to representatives.
- Hohou te rongō is a lengthy process. Expect, depending on the numbers of participants (20 +) for a hui to last 4 - 5 hours. Selecting māngai / speakers will address this.
- Due to tapu / noa ensure that participants have eaten well beforehand. Toilet and drink stops are permissible.
- The parties involved will meet with the pou separately before the hui, to go over the mana restoration process, so that everyone is familiar with it and knows what to expect.

Mana Restoration

Hui structure

Kaupapa	Hai mahi	Tikanga	Kaikawe
Mihi / Karakia	<p>Karanga & formal welcome to the hui</p> <p>Karakia to open proceedings</p>	<p>Call of welcome and greetings to open the hui</p> <p>Settle everyone to wairua tau, open all to te ao wairua and set the hui atmosphere to wairua pai</p>	Wairangi & Panda
Mihimihi Whakawhanau ngatanga	<p>Introductions (no hea / nā wai) - all explain where they are from and whakapapa connections + whai i te kōrero</p>	<ul style="list-style-type: none"> ○ Connect / reinforce whanau relationships ○ Gauge intention for mana restoration 	All participants or selected māngai
Rau ponga / tikanga a noho	<p>Set the:</p> <ul style="list-style-type: none"> ○ Rau punga process ○ Seating configuration 	<p>Explain tikanga of rau / exchange of taonga ritual and seating configuration</p>	Wairangi
Tikanga a hui	<p>Setting up of mātāpono</p>	<p>Setting up of mātāpono 5x tikanga / rules for engagement to ensure meaningful, respectful & Confidential engagement will occur</p>	Wairangi

Mana Restoration

Hui structure

Kaupapa	Hai mahi	Tikanga	Kaikawe
Tū atu, tū mai	Speakers present / talk to their take	<ul style="list-style-type: none"> • Hohou te rongō / process underway • participants tell their story • collaborative solutions • Taking action / planning 	<p>Māngai for each roopu</p> <p>All attendees as appropriate</p>
Taonga	Sharing of rau	Exchange of taonga at the completion of the hui to signify hohou te rongō	<p>Māngai only</p> <p>All attendees as appropriate</p>
<p>Poroporoaki - summary</p> <p>Karakia whakamutunga</p>	<p>Acknowledgements of proceedings</p> <p>Closing karakia</p>	<p>Acknowledgements of proceedings</p> <p>Closing karakia</p> <p>Tikanga whakakapi - closing hui</p>	<p>Māngai + others</p> <p>Wairangi</p>
Kai	Hai hiki i te tapu / whakakotahitanga	Shared kai to reunite, lift tapu, return to the world of light, lift wairua, nourishment	All



Triage Terms and Conditions

1. The SRCMS is an independent national complaints and mediation service.
2. You may raise a complaint or dispute by calling our hotline or submitting an online form through this website.
3. The SRCMS team will inform you whether your complaint or dispute is within the scope of the Service and will talk with you about available dispute resolution options.
4. The SRCMS team member who answers the phone is not your lawyer. So we will not take sides in the dispute or provide you with advice about the strength of your complaint or your legal options.
5. If your complaint or dispute is within the scope of the Service, the SRCMS has the option to offer you:
 - Early facilitation: this is a flexible and informal process where we work with all parties involved to seek to resolve a dispute;
 - Mediation: this is a facilitated resolution process with an independent mediator. The mediator assists the parties to seek to resolve their dispute on terms that they agree;
 - Investigation: we will assess whether or not an investigative mechanism is available to you under the Service. If it is, the sporting organisation may appoint an independent investigator from our panel (see our Investigation Protocols).
 - A combination of any of the above.
6. It is always up to you whether or not to participate in any of these and we will provide you with information and support throughout the process.
7. Free and confidential counselling services provided by EAP Services are also available to anyone using this Service.
8. If you have any questions in relation to the Protected Disclosures Act, you should contact the Ombudsman and/or obtain your own independent legal advice. We cannot provide you with legal advice about whether or not you are covered by the Protected Disclosures Act or the steps you should take under that Act.
9. The SRCMS team may in consultation with you and where appropriate refer the complaint back to the entity/organisation or appropriate national

organisation (NSO, RSO) or to another agency.

10. This Service is confidential. This means that you can speak with us confidently knowing that we will not contact any other person or organisation about your complaint unless you choose to do so.
11. We would only disclose your name or details of your complaint without your consent in extreme circumstances such as where we were required by law to disclose eg following a request under the Privacy Act for access to information and where there was no basis on which to refuse that request. See our Guidelines and Privacy Policy.
12. When a complaint or dispute goes to early facilitation or mediation, we require that all parties agree to keep the discussions confidential.
13. The SRCMS provides an impartial and fair process for individuals and organisations to seek to resolve their dispute. We do not (and cannot) impose an outcome on any party. Early facilitation, mediation and investigations requires the agreement of the individuals involved to participate (we cannot compel an individual to participate in a dispute resolution process).
14. If you have any questions about the SRCMS, please call and we will be happy to help.



Early Facilitation and Mediation Terms and Conditions

Overview

1. The Sport and Recreation Complaints and Mediation Service is an independent national complaints and mediation service operated by Immediation New Zealand Limited (“Immediation”).
2. It is important to note that Immediation is impartial and we cannot advocate for or provide legal advice to any individual.
3. Following submission of a complaint or dispute, the SRCMS team will assess whether the matter is within the scope of this Service. If it is within scope and facilitated dispute resolution is appropriate, then the SRCMS has the option to offer:
 - a. Early facilitation: this is a flexible and informal process where the SRCMS team at Immediation works with the parties involved to seek to resolve the issue or explore whether the parties wish to participate in a mediation or other resolution process; and/or
 - b. Mediation: this is a facilitated resolution process with an independent mediator. Immediation appoints a mediator from its expert panel and then the mediator is responsible for the mediation process from start to finish in accordance with the Mediation Agreement. The mediator assists the parties to seek to resolve their dispute on terms that they agree.
4. Where early facilitation and/or mediation is offered to you under this Service, there is no out of pocket fee payable by any party for these services.
5. It is always up to you whether or not to participate in early facilitation or mediation and if you have any questions at any stage, please contact the SRCMS team via the hotline and we will be very happy to assist in answering your queries.
6. It is a requirement of our early facilitation and mediation processes that the parties involved keep all communications and documents exchanged during the process strictly confidential. See the Mediation Agreement for further details.
7. Mediation requires the agreement of the relevant individuals involved to participate. We cannot compel any individual or organisation to participate in early facilitation or mediation.

Legal advice and representation

8. As the SRCMS team is impartial, we cannot and do not provide any party with legal advice.
9. It is entirely up to you whether to seek the advice of a lawyer at any stage in connection with your complaint or dispute (including for example, advice about your rights and obligations, any legal claim or defence you may have, or whether mediation is right for you). Any legal advice will be at your own cost. Community legal centres can provide free legal advice.
10. If you wish to have a lawyer or support person attend any call or conference with you, you are welcome to do so (at your own expense).

Early facilitation

11. Early facilitation is provided by the SRCMS team at Immediation.
12. We will check with you that you would like us to assist with early facilitation before contacting any other person involved in your dispute.
13. We can assist in an informal way to help start a conversation between the parties. The SRCMS team member does not take sides in the dispute.
14. If you wish, we can help explore whether parties would like to move to a mediation process. There is no obligation whatsoever to proceed to a mediation unless you and the other party wish to do so.
15. With the help of an impartial and neutral facilitator, an issue might be resolved more easily than expected. Sometimes, one party is keen to resolve an issue through a particular process and the other does not agree with that approach; in these situations, we can work with the parties to explore whether or not there is a way of moving things forward that everyone is comfortable with.
16. Early facilitation is really flexible and often involves us making a few phone calls to speak with each party separately. You can discuss with us whether you would like to speak directly with the other party involved in the matter, and we can help facilitate such a discussion if requested.
17. We do not disclose to you information provided to us (whether orally or in writing) by any other party unless the other party agrees.

18. Everything said or done during the early facilitation process is confidential and without prejudice. This means that nothing said in the early facilitation process or documents created for the purpose of the process may be relied upon in subsequent proceedings (except for enforcement of any settlement agreement).
19. You are free to withdraw from early facilitation at any time. Immediation does not and cannot make decisions or impose a solution on the parties. So if the dispute is not resolved at early facilitation or mediation, generally no further steps will be taken by the SRCMS team.
20. Immediation is not liable to any person for or in respect of any act or omission in connection with early facilitation services provided except in the case of fraud.
21. All information provided during early facilitation is handled in accordance with our Service Guidelines, these terms and conditions, and our Privacy Policy.
22. The SRCMS team will not disclose details of a complaint to any person including a third party, without the individual's consent, other than in extreme circumstances. Those circumstances would include where required by law to disclose, or where the Privacy Act principles allowed disclosure and it was reasonable to do so such as where there was an imminent and serious risk to the safety of a known person and attempts had been made to obtain consent.
23. The SRCMS may be contacted by two opposing parties to a dispute. Information provided by one party will not be provided to the other without consent. Accordingly, unless and until consent is provided, we will not be able to inform a party contacting the Service if we have already been contacted by someone else in relation to the same matter. Where we are contacted by opposing parties to the same dispute, the SRCMS will use its reasonable endeavours to, but is under no obligation to, have a different SRCMS team member take the initial call and undertake the triage for that enquiry.
24. Each complaint or dispute which is raised with SRCMS is treated by the Service as an entirely separate, unique matter. It is possible for individuals or organisations to be party to more than one matter. An individual or organisation might be the respondent in respect of one dispute and a complainant in another dispute. The SRCMS will not notify parties of the fact that an individual or organisation has already utilised the Service on a

previous occasion.

25. As an impartial dispute resolution provider, the SRCMS does not assess the merit of any allegation. It is not the role of the SRCMS to assess whether a particular allegation may be untrue or potentially defamatory to the respondent. It is not SRCMS's role to make a judgment about an allegation and/or refuse to pass that allegation on to any individual or organisation.

Mediation

26. All parties involved in mediations are subject to these Conditions, the Mediation Rules and Mediation Agreement.
27. Mediation is a confidential and flexible process where people involved in a dispute come together to try and resolve an issue or reach a negotiated settlement. An impartial mediator from our Immediation expert panel conducts this process.
28. In order for a mediation to take place, the parties must agree to participate in the process. The mediator does not make a decision about the issues in dispute but rather assists the parties to seek to resolve it. The parties control whether an agreement is reached and the terms of any agreement reached.
29. Each party will have the opportunity to put forward their side of the story and any facts or evidence they wish to rely on. The mediator will guide and support the parties throughout the process, facilitate communication and promote a productive discussion. The mediator does not decide the outcome or have the ability to hand down any decisions.
30. Neither Immediation or the mediator can impose a decision on the parties so if the dispute does not resolve at mediation, generally no further steps will be taken by the SRCMS team.
31. If the parties agree, they may choose a preferred mediator and Immediation will endeavour to appoint that mediator (this cannot be guaranteed because it will depend on the mediator's availability).
32. In most circumstances, the mediation conference will be conducted online on the Immediation platform. We have tech support people available who can provide assistance prior to and throughout your mediation. In most cases, the parties and the mediator will correspond and exchange information electronically through the Platform.

33. We understand that in some situations, parties might require a different set up for their mediation (eg face to face or telephone) and we are very happy to work with the parties to find a solution that meets your needs.
34. Immediation is not a party to and has no obligations under the Mediation Agreement. For mediations under this Service, Immediation's obligation is strictly limited to providing Parties with an appropriately qualified mediator to conduct the mediation service and where requested, providing administrative and technical support in connection with use of the Platform. Save in the case of fraud, Immediation has no liability to any person for or in respect of any act or omission in connection with this Service.
35. Panel mediators are not employees of Immediation. Neither Immediation or its affiliate companies have any liability or responsibility for the actions of mediators it engages to provide these services.



Standard Mediation Agreement

DATED as listed in Item 1 of the Schedule

BETWEEN

PARTY A

**(Listed in Item 2 of
the Schedule)**

and

PARTY B

**(Listed in Item 3 of
the Schedule)**

and

MEDIATOR

**(Listed in Item 4 of
the Schedule)**

RECITALS

- A. A dispute has arisen between the Parties in connection with sport or active recreation (the **Dispute**).
- B. The Parties have through the Sport and Recreation Complaints and Mediation Service (**SRCMS**) referred the Dispute to mediation to be conducted by the Mediator on the Immediation Platform and administered by Immediation New Zealand Limited (**Immediation**), (the **Mediation**).
- C. The Parties and the Mediator, who has accepted the appointment, have agreed to mediate the Dispute in accordance with the SRCMS Terms & Conditions (the **Conditions**), the Immediation Mediation Rules (the **Rules**) and this Mediation Agreement, which includes the Schedule (the **Agreement**).

OPERATIVE PROVISIONS

1. THE MEDIATION AND THE ROLE OF THE MEDIATOR

- 1.1. The Mediation shall comprise all steps taken to resolve the Dispute by mediation whether prior or subsequent to the execution of this Agreement.
- 1.2. The Parties and the Mediator agree that the Rules apply to the Mediation. In the event of any inconsistency between this Agreement and the Rules, as between the Parties and the Mediator, this Agreement shall prevail.
- 1.3. The Mediation shall be carried out in accordance with:
 - a. the terms of this Agreement;
 - b. the Conditions;
 - c. the Rules; and
 - d. any other mandatory laws in New Zealand.
- 1.4. The Mediator:
 - a. shall be neutral and independent and treat the Parties fairly and impartially;
 - b. shall assist the Parties to reach their own resolution in a fair and cost-effective manner by helping the parties to identify the issues in the Dispute, including by making proposals aimed at narrowing the issues in dispute;
 - c. shall not disclose to any Party information disclosed by another Party to the Mediator, without the disclosing Party's prior consent;
 - d. shall not advise a Party, or make decisions for or impose a solution on the Parties or act as arbitrator in connection with the subject matter of the Dispute;
 - e. may act as a 'scribe' in assisting the Parties to record their agreed terms of settlement in a Settlement Agreement; and
 - f. shall not act as a legal representative of, or offer legal advice to, any Party.

- 1.5. The Parties agree:
- a. to co-operate with the Mediator in the conduct of the Mediation;
 - b. to use their best endeavours to comply with all reasonable requests made by the Mediator;
 - c. experts or other persons who are not Parties or employees of Parties (apart from legal representatives) may be asked by the Mediator to sign a confidentiality agreement or to be bound by obligations of confidentiality, if they are to take part in or witness the Mediation;
 - d. that only Communications separately and marked as confidential which are emailed or shared with the Mediator will be treated as confidential, but that otherwise all Communications centrally uploaded via the Platform will be visible to all other Parties;
 - e. that they will not call the Mediator as a witness in any legal, arbitral or administrative proceedings concerning the Mediation;
 - f. that if a Settlement Agreement that might otherwise be alleged to have been made during the Mediation is not recorded in writing and signed by or on behalf of the Parties, which may be but does not have to be done on the Platform using DocuSign, then no enforceable agreement will have been made; and
 - g. that save for the enforcement of the Settlement Agreement everything said or done during the Mediation process is without prejudice and no document created by any of the Parties or by the Mediator for the purposes of the Mediation may be tendered in evidence or required to be produced in any subsequent court, administrative or arbitral proceedings.

2. COSTS AND EXPENSES

- 2.1. There will be no fee payable by either party for the Mediator's services or for use of the Immediation Platform.

- 2.2. Each Party must pay its own legal and other costs and expenses of or incidental to the negotiation, preparation and execution of this Agreement and in connection with the Mediation.

3. CONDUCT OF THE MEDIATION

- 3.1. The Mediation, including all preliminary steps, shall be conducted in such manner as the Mediator considers appropriate, having due regard to the Conditions, the Rules, the Platform, the views of each Party and the nature of the Dispute. The Mediator may give directions as to:
 - a. the holding of preliminary conferences;
 - b. the exchange of written outlines of the views of the Parties on the issues raised by the Dispute and any other documents or information; and
 - c. the exchange of any experts' reports, meeting of experts and/or preparation of a joint experts' report.
- 3.2. The Mediator may communicate with a Party or the Parties orally or in writing, together or separately, as frequently as the Mediator deems appropriate.
- 3.3. The Mediator may conduct joint and private sessions with any Party or Party representative. The Mediator shall not disclose any oral or written communications from a private session to any other Party, without the express consent of the Party giving the information.
- 3.4. A Party may withdraw from the Mediation at any time.
- 3.5. Once the Mediation has commenced, if the Mediator believes that a Party may not be using the mediation process for its proper purpose or participating in good faith or otherwise using its best endeavours to comply with reasonable requests made by the Mediator, or the Mediation is no longer productive, the Mediator may inform the Parties accordingly and terminate the Mediation.

- 3.6. The Parties and the Mediator may contact Immediation for assistance at any time.

4. CONFLICTS OF INTEREST

- 4.1. To the best of his or her knowledge, the Mediator does not have any conflicts of interest or prior dealings with any of the Parties. The Mediator has no personal interest in the Dispute.
- 4.2. If during the course of the Mediation the Mediator becomes aware of any circumstances which might be of such a nature as to call into question the Mediator's independence in the eyes of the parties, as well as any circumstances that could give rise to reasonable doubts as to the Mediator's impartiality, the Mediator will immediately inform the Parties of those circumstances. The Parties will then confer and, if agreed, continue with the Mediation before the Mediator. If they do not agree, the Parties will inform Immediation to enable a substitute mediator to be appointed.

5. CONFIDENTIALITY AND PRIVILEGE

- 5.1. The Parties and the Mediator will treat as confidential and privileged all communications, information and settlement discussions disclosed to them during the course of the Mediation, including documents created solely for use during the Mediation or uploaded onto the Platform, other than information publicly available at the time (**Confidential Information**).
- 5.2. A Party may only disclose Confidential Information to its professional advisers and insurers and shall not use any information provided to it on the Platform or during the Mediation for any purpose other than the Mediation.
- 5.3. The Mediator and the Parties shall not disclose Confidential Information nor issue nor cause to be issued any subpoena to give evidence or to produce documents concerning them unless:
 - a. required by law;

- b. the person disclosing the information has reasonable grounds to believe the disclosure is necessary to protect any person from physical (including psychiatric) injury;
- c. the person who provided the information consents to the disclosure;
- d. the disclosure is made by a Party to one of its legal representatives or professional advisors. A Party disclosing information in these circumstances must inform the legal representative or professional advisor that the information is confidential; or
- e. the disclosure is necessary to enforce a provision of this Mediation Agreement, any Settlement Agreement entered into during the Mediation, an undertaking given at Mediation or to set aside any written settlement agreement entered into during the Mediation.

6. EXCLUSION OF LIABILITY AND INDEMNITY

- 6.1. Where a Party consists of more than one person, the liability of those persons under this Agreement is joint and several.
- 6.2. The Mediator will not be liable to any Party (except in the case of fraud by the Mediator), for any act or omission in the performance or purported performance of his or her duties as a mediator or in respect to the preparation and content of any Settlement Agreement.
- 6.3. Each Party jointly and severally indemnifies the Mediator (except in the case of fraud by the Mediator) against all claims arising out of or in any way referable to any act or omission by the Mediator in the performance or purported performance of the Mediator's obligations under this Agreement and in respect to the preparation and content of any Settlement Agreement.
- 6.4. No statements or comments, whether written or oral, made or used by the Parties or their representatives or the Mediator within the Mediation shall be relied upon to found or maintain any action for defamation, libel, slander or any related complaint, and this Agreement may be pleaded as a bar to any such action.

- 6.5. Any liability on the Mediator's part for damages for or in respect of any claim arising out of or in connection with the Mediation, the Platform, the relationship established by this Agreement, any Settlement Agreement or any conduct under them or any instructions given to the Mediator by any Party or by the Mediator to any Party, other than any liability which is totally excluded by this Agreement, shall in any event (and whether or not such liability results from or involves negligence) not exceed \$100.00.
- 6.6. Neither Party will subpoena the Mediator to give evidence or to produce documents in any arbitral, judicial or administrative proceeding.

7. GOVERNING LAW AND JURISDICTION

- 7.1. This Agreement shall be construed in accordance with and shall be governed by the laws in force in New Zealand.
- 7.2. Each Party irrevocably submits to the exclusive jurisdiction of the courts of New Zealand.

8. COUNTERPARTS

- 8.1. This Agreement may consist of a number of counterparts, each of which, when executed electronically or by DocuSign, shall be an original and all the counterparts together shall constitute one and the same instrument.

9. VALIDITY OF EXECUTION

- 9.1. Each Party represents and warrants to each other Party that:
- a. it acknowledges that this Agreement has been transmitted and/or executed electronically or by DocuSign on an online platform via digital signing technology;
 - b. the effectiveness of any such signatures shall have the same force and effect as manually-signed originals and shall be binding on all parties and it does not and will not dispute the validity of its digital and/or electronic signature; and
 - c. the Party has the power and authority to enter into this Agreement and does not require any further approvals to do so.

EXECUTED AS AN AGREEMENT

SIGNED BY PARTY A

SIGNED BY PARTY B

SIGNED BY MEDIATOR

SCHEDULE 1

Item No	Description	Definition
1.	Date of Document	
2.	Party A	
3.	Party B	
4.	Mediator	



Mediation Rules

1. If the dispute is to be resolved by way of mediation, the mediation and the mediator will comply with the current AMINZ Mediation Protocol except as varied by these terms or by agreement between the parties and the mediator.
2. Except where approved by Immediation, participants will engage in the process through the Immediation platform. Each participant will be prompted to enter the relevant information into the Immediation Platform.
3. Once both parties have completed the initial information exchange process, Immediation New Zealand Limited will appoint an independent mediator from its expert panel of mediators.
4. Each mediator will be subject to the rules of each professional body to which they belong. This includes the Rules of Client Care and Conduct for lawyers and the Codes of Conduct of the relevant dispute resolution bodies (AMINZ and Resolution Institute).
5. The mediation process will be fair, impartial and confidential (as set out in the AMINZ Mediation Protocol).
6. The mediator will be appointed as soon as reasonably practicable after the parties have supplied the required information.
7. The mediation online conference will be scheduled to take place as soon as practicable after that appointment, with the expectation that it will be scheduled within 30 business days save for exceptional circumstances.
8. Immediation New Zealand Limited will ensure that each participant has explained to them the nature of the mediation process and the requirements of these rules.
9. Immediation New Zealand Limited will make arrangements to cater for cultural or special needs as required.



Privacy Notice

PRIVACY NOTICE

Last updated: 18 October 2021

The **Sport and Recreation Complaints and Mediation Service** (operated by Immediation New Zealand Limited) (referred to as "**SRCMS**", "**we**", "**us**" or "**our**") is an independent dispute resolution service for sport and active recreation across Aotearoa New Zealand (the **Service**). In this privacy notice (**Privacy Notice**) we inform you of how we will process your Personal Information and the measures and processes we have put in place to ensure its adequate protection. In the course of our business we may need to gather and use information about you from which you can be identified or are reasonably identifiable, such as your name, and contact details (**Personal Information**). This Privacy Notice applies to all Personal Information that we collect in the course of operating the Service. Immediation New Zealand Limited is a member of the **Immediation Group** (which includes Immediation New Zealand Limited's related companies), that operates an online dispute resolution platform and associated services (the **Platform**). The privacy notice applicable to the operation of the Platform is available at <https://www.immediation.com/privacy>, and will apply to Immediation New Zealand Limited's other business. In using or participating in the Service you consent to the collection, use, disclosure and transfer of your Personal Information as set out in this Privacy Notice.

Our Privacy Notice consists of:

- "General Privacy Information", which applies to each individual whose Personal Information we collect; and
- specific additional information that may apply to how we handle your Personal Information, depending on where you are located.

In this Privacy Notice, by "**processing**", we mean the collection, recording, storage, use, disclosure and any other form of operations or dealings with your Personal Information.

GENERAL PRIVACY INFORMATION

1. TYPES OF INFORMATION COLLECTED

- (a) We only collect Personal Information to the extent that this is reasonably necessary for one or more of our functions or activities.
- (b) We collect the name and contact details (phone number, address, email) of our users, job applicants, contractors and others. Other Personal Information that we may collect includes, but is not limited to:
 - (i) **if you use the Service and/or our SRCMS website:** your display name, job title, information about you relating to the relevant complaint, dispute or matter and other content, files, links, feedback and information that you upload or share via the Service or otherwise provide us while interacting with our business (including any call recordings);

- (ii) **if you apply for a role with SRCMS or as a contracted mediator or investigator:** your qualifications, experience, your curriculum vitae, your education, professional memberships and employment history.
- (c) We may also collect other information relating to you from third parties, including if a user of the Service or our websites provides us with any content or information relating to you.
- (d) It is possible that we will collect Sensitive Information about you in the course of performing our services. "**Sensitive Information**" includes health information and information about a person's racial or ethnic origin, political or philosophical beliefs or affiliations, trade or professional affiliations, sexual preferences or practices, or criminal record. We do not collect Sensitive Information unless it is provided by you or a third party.

2. METHOD OF COLLECTION

- (a) Our preference is to collect Personal Information about an individual directly from that individual unless it is unreasonable or impracticable for us to do so.
- (b) Information will generally be collected from the following sources:
 - (i) **directly from you**, including via the Service, or our websites, and social media profiles or through your other interactions with us (e.g. by phone or email). You may wish to provide us with Personal Information concerning other individuals when you use the Service. If you provide us with information about any other individual, where reasonably practicable, you should obtain that person's consent to give us the information and inform them of this Privacy Notice;
 - (ii) from **other users or potential users of the Service, or our website and other services**, for example when they nominate you as an authorised user, make an allegation, complaint or claim in relation to you, or upload or share content through the Service that includes information about or allegations against you;
 - (iii) from **other members of the Immediation Group**, for example where you use the Platform; and
 - (iv) from **third party services** used in connection with the provision of the Service and our other services, for example if you use the Whispli platform in connection with any Matter.

3. PURPOSES OF COLLECTION, USE AND DISCLOSURE

- (a) We collect, use and disclose your Personal Information to enable you to use the Service to operate our business and to comply with applicable laws. Other purposes for which we may collect, use or disclose your Personal Information include:

- (i) **providing you, your organisation or your employer with our services**, including enabling users to conduct and participate in mediations, conferences and other instances of dispute resolution or investigations (**Matter**); to personalise your experience; and to connect you with other persons, including users participating in your Matter and our panel mediators and investigators;
 - (ii) **communicating with you**, including communicating with you about your enquiry, complaint, dispute or matter, the Service; responding to any enquiries, questions, requests or complaints that you have made; and providing you with relevant information and support;
 - (iii) **operating our business**, including to provide early facilitation services and to facilitate the appointment of mediators and investigators and to provide training to our staff;
 - (iv) **for administrative and security purposes**, including for administrative purposes in relation to confirming your identity and the security and access of our systems, premises, platforms and secured websites; for fraud and crime prevention and detection purposes; for the safety of any individual; to recover any payments due to us and enforce such recovery through engagement of debt collection agencies; and in connection with the acquisition, merger or sale of any part of our business;
 - (v) **complying with applicable laws**, including to comply with our legal and regulatory obligations and requests in New Zealand and anywhere in the world, including reporting to and/or being audited by national and international regulatory bodies; and to comply with court orders and exercise and/or defend our legal rights; and
 - (vi) **any other lawful purposes**, including for any other purpose that you have consented to; for any other legitimate business purpose; and as otherwise permitted or required by any applicable law or regulation.
- (b) If you do not provide us with the required Personal Information, you may not be able to use or fully utilise the Service.
 - (c) We will not disclose details of a complaint to any person without your consent other than in extreme circumstances. Extreme circumstances includes where the disclosure is required by law or where the disclosure is permitted under applicable laws and the disclosure is reasonable in the circumstances (e.g. where there is an imminent and serious risk to the safety of a known person).

4. DIRECT MARKETING AND OTHER COMMUNICATION FROM US

We do not use or disclose Personal Information that we collect about you in relation to the Service to engage in direct marketing. However, if you also use the Platform for your matter, please refer to the Immediation Group privacy notice available at

<https://www.immediation.com/privacy> which describes the circumstances in which we may use your Personal Information in connection with direct marketing.

5. WHO DO WE SHARE YOUR PERSONAL INFORMATION WITH?

- (a) We do not and will not sell, rent out or trade your Personal Information. We will only disclose your Personal Information in the ways set out in this Privacy Notice and, in particular, to the following recipients:
 - (i) to any **member of the Immediation Group**, including their respective employees, officers, insurers, professional advisers, agents, and contractors;
 - (ii) to **other persons using the Service and our other services or otherwise involved in or connected with your Matter**, with your express or implied consent or where required by law;
 - (iii) to **Neutrals and other third party external advisors** or experts engaged in relation to a Matter, with your prior consent, such as mediators;
 - (iv) to **third parties who process your Personal Information on our behalf** (such as our systems providers, cloud service providers, debt collection agencies and document management system providers);
 - (v) to **third party service providers, contractors and advisors in the course of delivery of the SRCMS**, in accordance with the Guidelines, including where applicable, FairWay, EAP Services, Safeguarding Children NZ, Tutira Mai and Incident Response;
 - (vi) to any **third party to whom we assign or novate** any of our rights or obligations;
 - (vii) to any **prospective buyer** in the event we sell any part of our business or assets; and/or
 - (viii) to any **government, regulatory agency, enforcement or exchange body or court** where we are required to do so by applicable law or regulation or at their request; and/or
 - (ix) to **other persons or bodies**, to the extent required by applicable law or regulation.

6. STORAGE OF DATA AND OVERSEAS DISCLOSURE

- (a) We, including our subcontractors, may hold electronic records of your Personal Information using cloud technology or by other electronic means, or in paper form. These means of holding Personal Information may include offshore storage.
- (b) There is the potential for Personal Information to be shared outside of your country, including where you are using the Service and our other services to

communicate and share content with persons outside of your country. Your Personal Information may be stored or otherwise processed in locations including Australia, New Zealand, the UK, the USA, Germany, or any other country where a user you are communicating and sharing content with is based. It is not practicable for us to specify in advance the location of every service provider or user with whom we deal.

7. HOW LONG WILL WE HOLD YOUR PERSONAL INFORMATION FOR?

We will only retain your Personal Information for as long as reasonably necessary to fulfil the purpose for which it was collected or to comply with legal, regulatory or internal policy requirements.

8. DATA SECURITY

- (a) We are committed to safeguarding and protecting Personal Information and will implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to protect any Personal Information provided to us from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Information transmitted, stored or otherwise processed.
- (b) We will also take steps as are reasonable in the circumstances to destroy or de-identify Personal Information as soon as reasonably practicable once we no longer need it for any purpose for which the information may be used, disclosed or retained for the purposes described in this Privacy Notice. However, when using the Service or our websites you should be aware that no data transmission over the Internet can be guaranteed as totally secure. Although we strive to protect such information, we do not warrant the security of any information that you provide us over the Internet and you do so at your own risk.

9. THIRD PARTY SITES

If you link to or use other websites, services or software, please review the privacy policies posted at those websites. This Privacy Notice does not apply to, and we are not responsible for, any third party websites which may be accessible through links from our websites. If you follow a link to any of these third party websites, they will have their own privacy policies and you will need to check these policies before you submit any Personal Information to such third party websites.

10. TRACKERS

We do not track you when you use the SRCMS website. However, if you also use the Platform, please refer to the Immediation Group privacy notice available at <https://www.immediation.com/privacy> for further information about how we use cookies and other trackers on our Platform, websites and applications.

11. CHANGES TO OUR PRIVACY NOTICE

- (a) We may change or update parts of this Privacy Notice, including to maintain our compliance with applicable laws and regulations or following an update to our internal practices. We will do this by updating this Privacy Notice on <https://www.sportsmediationservice.org.nz/privacy-policy>. You may obtain a copy of our current notice from the SRCMS website or by contacting us via the details in paragraph 14.
- (b) If the proposed modification will result in a material change to this Privacy Notice, we will use reasonable endeavours to provide you with written notice of the change. Except where required by law, you may not be directly notified of other changes to this Privacy Notice. Please ensure that you regularly check this Privacy Notice so you are fully aware of any changes or updates.

12. ACCESS, CORRECTION AND FURTHER INFORMATION

- (a) We will take such steps as are reasonable in the circumstances to ensure that the Personal Information which we collect from you remains accurate, up to date and complete.
- (b) We will provide you with access to your Personal Information held by us unless we are permitted under the applicable privacy and data protection laws to refuse to provide you with such access. Please contact us via the details in paragraph 14 if you:
 - (i) wish to have access to the Personal Information which we hold about you;
 - (ii) consider that the Personal Information which we hold about you is not accurate, complete or up to date; or
 - (iii) require further information on our Personal Information handling practices.
- (c) There is no charge for requesting access to your Personal Information but we may require you to meet our reasonable costs in actually providing you with access.
- (d) If you consider that the information which we hold about you is inaccurate, out of date, incomplete, irrelevant or misleading, we will take reasonable steps, consistent with our obligations under the applicable privacy and data protection laws, to correct that information if you so request.
- (e) We will respond to all requests for access and/or correction within a reasonable time.
- (f) Please note that we will not provide you with access to the identity of another party to any Matter or other details relating to the Matter that have not been provided by you, except in extreme circumstances (as described paragraph 3(c) above).

13. COMPLAINTS

- (a) If you have a complaint or inquiry about the way in which we have handled any privacy issue, please advise us via the details in paragraph 14. We will use reasonable efforts to deal promptly with complaints and inquiries and, in any event, acknowledge your complaint or inquiry within 30 days.
- (b) If you are not satisfied with how we manage your complaint, you may contact:
 - (i) if you are based in Australia, the Office of the Australian Information Commissioner, which can be contacted at GPO Box 5218 Sydney NSW 2001 or oaic.gov.au;
 - (ii) if you are based in New Zealand, the Privacy Commissioner, which can be contacted at PO Box 10 094, Wellington 6143;
 - (iii) if you are based in the UK, the Information Commissioner's Office, which can be contacted at Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF;
 - (iv) if you are based in the European Economic Area (EEA) or Switzerland, the competent supervisory authority; or
 - (v) if you are based outside of the areas referenced above, the local privacy regulator or privacy commissioner in your location.

14. CONTACT INFORMATION

Our Data Protection Officer may be contacted at:

Attention: The Data Protection Officer

Mail: Immediation Platform Pty Ltd
Chifley Tower, Suite 1904, Level 19, 2 Chifley Square,
Sydney, NSW, 2000

Email: privacy@immediation.com

SPECIFIC PRIVACY INFORMATION FOR AUSTRALIA

If you are in Australia, the following additional information is relevant to how we handle your Personal Information.

15. EMPLOYEE RECORDS

In accordance with the *Privacy Act 1988 (Cth)*, this Privacy Notice does not apply to our acts and practices directly related to a current or former employment relationship between us and an employee, and an employee record held by us relating to the employee.

SPECIFIC PRIVACY INFORMATION FOR NEW ZEALAND

If you are in New Zealand, the following additional information is relevant to how we handle your Personal Information.

16. YOUR RIGHTS IN RELATION TO THE PERSONAL DATA WE COLLECT

- (a) If you wish to update, modify or obtain a copy of the Personal Information that we hold on you, you can request this by emailing us at the address set out in paragraph 14 above. We endeavour to respond to such requests within 20 working days or less, although we reserve the right to extend this period for complex requests.
- (b) As referenced in paragraph 12(f) above, we will not provide you with access to the identity of another party to any Matter or other details relating to the Matter that have not been provided by you, except in extreme circumstances.

17. STORAGE OR DISCLOSURES OUTSIDE OF NEW ZEALAND

- (a) Your information will be collected by:
 - (i) Immediation New Zealand Limited located at 2 Commerce Street, Auckland CBD, Auckland 1010, New Zealand; and
 - (ii) Immediation Platform Pty Ltd located at Chifley Tower, Suite 1904, Level 19, 2 Chifley Square, Sydney, NSW, 2000.
- (b) Your Personal Information may be disclosed, accessible from, and/or stored at, a destination outside of New Zealand, in which privacy and data protection laws may not provide comparable safeguards to those in the *Privacy Act 2020 (NZ Privacy Act)*.
- (c) Where your Personal Information is disclosed outside of New Zealand, we will ensure that your personal information is protected in a way that overall, provides comparable safeguards to those in the NZ Privacy Act, usually by entering into contractual arrangements with the recipient of your Personal Information.

SPECIFIC PRIVACY INFORMATION FOR EEA, SWITZERLAND AND UK

If you are in the EEA, Switzerland or the UK, the following additional information is relevant to how we handle your Personal Information.

18. FAIR AND LAWFUL PROCESSING

- (a) Under applicable EU and UK data protection laws we are required to have a "lawful basis" to collect and use your information. We will only process your Personal Information, where we are able to rely upon the following lawful bases:
 - (i) you have given your consent to such processing (which you may withdraw at any time, as detailed at paragraph 19 below);

- (ii) the processing is necessary to perform our contract with you to enable you to use the Service and receive our other services;
 - (iii) the processing is necessary for compliance with our legal obligations; and/or
 - (iv) the processing is necessary for our legitimate interests or those of any third party recipients that receive your personal data (as detailed in paragraphs 3 and 5 above).
- (b) If you have consented to our use of your Personal Information about you for a specific purpose, you have the right to change your mind and withdraw your consent at any time, but this will not affect any processing that has already taken place. Where we are using your Personal Information because we or a third party (such as your employer) have a legitimate interest to do so, you have the right to object to that use; however, this may mean you can no longer use the Service or our other services.

19. YOUR RIGHTS IN RELATION TO THE PERSONAL DATA WE COLLECT

- (a) Under applicable EU and UK data protection laws, you may have certain legal rights in respect of your Personal Information, such rights include:
- (i) **To request access to your Personal Information.** This is commonly known as a 'data subject access request'. This enables you to receive a copy of the Personal Information we hold about you and to check that we are lawfully processing it. As referenced in paragraph 12, we will not provide you with access to the identity of another party to any Matter or other details relating to the Matter that have not been provided by you, except to the extent required by law.
 - (ii) **To request correction of your Personal Information.** This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
 - (iii) **To request erasure of your Personal Information.** This enables you to ask us to delete or remove Personal Information where there is no good reason for us continuing to process it.
 - (iv) **To object to processing of your Personal Information.** This applies where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your individual rights and freedoms. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.
 - (v) **To request restriction of processing of your Personal Information.** This enables you to ask us to suspend the processing of your Personal

Information in the following scenarios: (A) if you want us to establish the data's accuracy; (B) where our use of the data is unlawful but you do not want us to erase it; (C) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; (D) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

- (vi) **To request the transfer of your Personal Information to you or to a third party.** We will provide to you, or a third party you have chosen, your Personal Information in a structured, commonly used, machine-readable format (if feasible). Note that this right only applies to automated information which you initially provided consent for us to use or where you provided the information to us to perform a contract with you.
- (vii) **To request that we cease or not begin processing your Personal Information for direct marketing purposes.** Where we are processing your Personal Information for direct marketing purposes, you have the right to notify us in writing requesting that we cease or do not begin processing your personal data for direct marketing purposes.
- (viii) **To object to a decision made about you based solely on automated processing.** This applies if the decision is made solely by automated means (without human involvement). You will be notified when decisions are made solely on an automated basis.
- (ix) **To withdraw consent at any time where we are relying on consent to process your Personal Information.** If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

If you would like to exercise any of your information rights, please email us at: privacy@immediation.com.

- (b) In any of the situations listed above, we may request that you prove your identity by providing us with a copy of a valid means of identification in order for us to comply with our security obligations and to prevent unauthorised disclosure of data.
- (c) We reserve the right to charge you a reasonable administrative fee for any manifestly unfounded or excessive requests concerning your access to your Personal Information, and for any additional copies of the Personal Information you request from us.
- (d) You are entitled to lodge a complaint with our data protection regulator if you consider that we have breached your data protection rights.

20. STORAGE OF DATA AND OVERSEAS DISCLOSURE OUTSIDE OF THE UK, EEA AND SWITZERLAND

- (a) The Personal Information we collect from you may be transferred to (including accessed in or stored in) a country or territory outside the UK, the EEA and Switzerland including to countries whose laws may not offer the same level of protection of personal data as are enjoyed within the EEA, the UK and Switzerland.
- (b) Regardless of the location of our processing, we will impose the same data protection safeguards that we deploy inside the EEA, the UK and Switzerland and implement appropriate measures as required by applicable data protection laws to ensure that your Personal Information is protected.
- (c) Where a third party service provider processes the Personal Information of EEA, Swiss or UK residents on our behalf, we will ensure that appropriate measures are in place to ensure an adequate level of protection for your Personal Information, including EU standard contractual clauses in our agreements with such third party service providers and other contractual and technical measures.
- (d) For further information about the measures we rely on, please contact privacy@immediation.com.

SPECIFIC PRIVACY INFORMATION FOR CALIFORNIA

For California residents only: If you are a resident of California, the following additional information is relevant to how we handle your Personal Information.

21. APPLICATION TO CALIFORNIA RESIDENTS

- (a) This portion of our Privacy Notice advises California residents of rights provided in the California Consumer Privacy Act (the CCPA) and how California residents may exercise those rights. The CCPA currently exempts personal information reflecting a written or verbal business-to-business communication (B2B Personal Information) from certain of the law's requirements, and also currently exempts Personal Information collected and used about a natural person acting as a business's employee or contractor (Personnel Information). The rights described below may not apply to B2B Personal Information or Personnel Information.
- (b) If you are a California resident, you may request certain information from or certain action by us, such as exercising the access and deletion rights described below, or you may authorise an agent to make such a request on your behalf. We will seek to verify your identity and your agent's authority when we receive an individual rights request from you or on your behalf to ensure the security of your Personal Information, and may need to collect additional Personal Information to do so.

- (c) Please direct any such rights requests (as further described below) or additional questions that you may have regarding this Privacy Notice to: privacy@immediation.com.

22. YOUR RIGHTS UNDER THE CCPA

- (a) Under the CCPA and other Californian privacy requirements, California residents may have the following rights:
 - (i) **Right to Know** – you may request that we disclose to you details about how we have collected, used, shared and sold your Personal Information in the 12 month period preceding your request, including:
 - (A) the specific pieces of Personal Information we have collected about you;
 - (B) the categories of Personal Information we have collected about you;
 - (C) the categories of sources of the Personal Information;
 - (D) the categories of Personal Information that we have disclosed to third parties for a business purpose, and the categories of recipients to whom this information was disclosed;
 - (E) the categories of Personal Information we have sold about you (if any), and the categories of third parties to whom the information was sold; and
 - (F) the business or commercial purposes for collecting or, if applicable, selling the Personal Information;
 - (ii) **Right to Delete** – California residents have the right to request the deletion of their Personal Information, but some or all of such Personal Information may need to be retained, as required or permitted by applicable law, such as if the requested information is necessary to:
 - (A) complete your transaction;
 - (B) provide you with a good or service;
 - (C) perform a contract between us and you;
 - (D) protect your security and prosecute those responsible for breaching it;
 - (E) fix our Services in the case of a bug;
 - (F) protect the free speech rights of you or other users;

- (G) comply with the *California Electronic Communications Privacy Act* (Cal. Penal Code § 1546 et seq.);
 - (H) engage in public or peer-reviewed scientific, historical, or statistical research in the public interests that adheres to all other applicable ethics and privacy laws;
 - (I) comply with a legal obligation; or
 - (J) make other internal and lawful uses of the information that are compatible with the context in which you provided it;
- (iii) **Right to Opt-Out of Sale** – If a business sells Personal Information, you have a right to opt-out of that sale. We do not, and do not intend to, sell the Personal Information of California residents and, furthermore, do not have actual knowledge that we sell the personal information of consumers under 16 years old; and
- (iv) **Right to Non-Discrimination** – we will not, and are not permitted under the CCPA to, discriminate against you for exercising any of your CCPA rights, such as the access and deletion rights described above.
- (b) **Under California's "Shine the Light" law**, you have a right to know how your information is disclosed to third parties for their direct marketing purposes under California's "Shine the Light" law (Cal. Civ. Code §1798.83).
- (c) To exercise your rights, please contact us by emailing us at the address set out in paragraph 14 above. We will respond to your request within 45 calendar days, unless we notify you that we require a longer period (up to 90 calendar days) to respond to your request.

SPECIFIC PRIVACY INFORMATION FOR SINGAPORE

If you are in Singapore, the following additional information is relevant to how we handle your Personal Information pursuant to the *Personal Data Protection Act 2012* (Act 26 of 2012) (**Singapore PDPA**).

23. WITHDRAWING YOUR CONSENT

- (a) The consent that you provide for the collection, use and disclosure of your Personal Information will remain valid until such time it is being withdrawn by you in writing. You may withdraw consent and request us to stop collecting, using and/or disclosing your Personal Information for any or all of the purposes listed above by submitting your request in writing or via email to our Data Protection Officer at the contact details provided in paragraph 14 above.
- (b) Upon receipt of your written request to withdraw your consent, we may require reasonable time (depending on the complexity of the request and its impact on our relationship with you) for your request to be processed and for us to notify

you of the consequences of us acceding to the same, including any legal consequences which may affect your rights and liabilities to us.

- (c) Whilst we respect your decision to withdraw your consent, please note that depending on the nature and scope of your request, we may not be in a position to continue providing our goods or services to you and we will, in such circumstances, notify you before completing the processing of your request.
- (d) Please note that withdrawing consent does not affect our right to continue to collect, use and disclose Personal Information where such collection, use and disclose without consent is permitted or required under applicable laws.

24. TRANSFERS OF PERSONAL DATA OUTSIDE OF SINGAPORE

If we transfer your Personal Information out of Singapore, we will take reasonable steps to ensure that your Personal Information continues to receive a standard of protection that is at least comparable to that provided under the Singapore PDPA.

25. ACCESS AND CORRECTION OF YOUR PERSONAL INFORMATION

- (a) If we intend to charge you to access your Personal Information, we will inform you of the fee before processing your request.
- (b) If we are not able to respond to your request to access and/or correct your Personal Information within 30 days after receiving your request, we will inform you in writing within 30 days of the time by which we will be able to respond to your request. If we are unable to provide you with any Personal Information or to make a correction requested by you, we will generally inform you of the reasons why we are unable to do so (except where we are not required to do so under the Singapore PDPA).