



# **AUSTRALIAN FOOTBALL LEAGUE**

## **RULES**

**9 April 2021**

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# **AFL RULES**

## **OBJECTIVES**

- (a) The AFL and the Clubs wish to ensure that the teams fielded in the competitions conducted by the AFL are as strong and well matched as possible. The support of the public and the opportunity for Players to develop and employ their skills both depend upon the AFL continuing to conduct vigorous competitions between evenly matched and financially viable Clubs. In order to achieve these objectives, the AFL has adopted these Rules to supplement the provisions of contracts of service between Players and their Clubs to provide a system that will:
  - (i) ensure sufficient stability in the membership of Club teams to enable team spirit and public support to be maintained;
  - (ii) prevent the stronger Clubs from obtaining an unfair proportion of the best Players at the expense of the weaker Clubs;
  - (iii) provide opportunities for Players to enter the AFL Competition and for an orderly system for Players to move between Clubs;
  - (iv) provide Clubs with an incentive to expend substantial time and effort in the development of junior and senior football; and
  - (v) facilitate the establishment and consolidation of Clubs nationally.
- (b) Under these Rules, a Player is restrained in his freedom of transfer if it can be demonstrated that restraint is necessary to achieve the objectives referred to above.
- (c) Australian Football competes with numerous other sports, not only with respect to public attendances but also participation at a junior level. At a time when junior athletes have numerous choices between competing sports, the AFL and the Clubs recognise that it is important to encourage such athletes to play Australian Football. This can be achieved if Australian Football is seen not only as a physical and skilfully demanding sport, but also as a sport played in an environment where the rules regulating the game, encourage a spirit of true sportsmanship and protect players from injuries in so far as this can be reasonably achieved in a body contact sport.
- (d) The AFL and the Clubs consider that Australian Football played at the elite level should set an example of how the game can be played both competitively and fairly. It is against this background that the Commission, the Disciplinary Tribunal or the Appeal Board may impose sanctions (such as suspension or a monetary sanction) in circumstances where the conduct of a person is in breach of these Rules, the AFL Regulations or the Laws of Australian Football. The AFL considers that the imposition of such sanctions is reasonably necessary to ensure fair and responsible conduct and thereby protect players and encourage participation in Australian Football at a junior level.



# 1. General

## 1.1 Definitions

In these Rules, unless there is something in the subject or context inconsistent therewith, the following expressions will have the following meanings:-

**Academy Region:** means area assigned to each of Brisbane Lions, Gold Coast Suns, Sydney Swans and Greater Western Sydney Giants as set out in the map in Appendix 2A.

**Accredited Agent:** an agent who is accredited in accordance with the accreditation requirements of the AFLPA.

**Act of Reprisal** means any conduct that is or may reasonably be perceived to be for the purposes of reprisal, retaliation or revenge with respect to a person's status as a Protected Witness or Protected Discloser or any conduct that is or may reasonably be perceived to be intended to discourage the co-operation of a Protected Witness or Protected Discloser with the AFL. Without limiting the foregoing, an Act of Reprisal may include the following actual or perceived conduct:

- (a) dismissal or demotion;
- (b) any form of victimisation, intimidation, harassment or inappropriate pressure;
- (c) discrimination;
- (d) current or future bias;
- (e) action causing injury, loss or damage; or
- (f) threats, whether express, implied, conditional or unconditional.

**Additional Services:** that term as described in the definition of Football Payments.

**Africa:** means the geographical region of Africa defined by the United Nations Statistics Division.

**AFL:** Australian Football League being a company limited by guarantee, incorporated in Victoria and previously known as Victorian Football League.

**AFL Anti-Doping Code:** the code regulating the administration and use of drugs by Players as amended from time to time by the Commission.

**AFL Canberra:** the body organising and conducting a first grade competition in the ACT or any like successor organisation.

**AFL Combine:** the camp organised and conducted by the AFL at which Clubs may examine and evaluate prospective Players prior to the National Draft.

**AFL Competition:** the Matches conducted by or under the auspices of the AFL.

**AFL Intellectual Property:** all registered and unregistered trademarks and brand names, designs and copyright and other industrial and intellectual property of the AFL and each of the AFL Clubs including all playing uniforms, on-field uniforms, AFL Club shield logos, AFL Club caricatures, AFL Club nicknames, all AFL logos and all photographs taken under AFL media accreditation.

**AFL Medical Director(s):** the person or persons appointed as such by the Commission.

**AFL Official:** means any employee, servant or agent of the AFL having official duties in connection with a Match, the AFL Competition or the AFL Rules and Regulations.

**AFL (NSW/ACT) Commission:** the successor body to the Sydney Football League, responsible for the conduct and administration of Australian Football in New South Wales and the Australian Capital Territory or any like successor organisation.

**AFL Queensland:** the successor body to the QSFL and QAFC, responsible for the conduct and administration of Australian Football in Queensland or any like successor organisation.

**AFLPA:** the Australian Football League Players' Association.

**AFL Regulations:** the regulations of the AFL as approved by the Commission from time to time.

**AFL Rules or these Rules:** these AFL Rules, being the rules of the AFL as approved by the Commission from time to time.

**AFL Rules and Regulations:** means any rule, regulation, code, agreement or guideline made by the AFL that relates to the administration of the AFL Competition and includes without limitation these AFL Rules, the AFL Regulations, the AFL-AFLPA Collective Bargaining Agreement, AFL Standard Player Contracts, the AFL Articles of Association, the AFL Memorandum of Association and the AFL-AFL Umpires' Association Collective Agreement.

**AFL Season:** the meaning given in the AFL Regulations.

**AFL Victoria:** the body organising and conducting a premier football competition in Victoria or any like successor organisation.

**AFL Year:** is a reference to the period calculated retrospectively from the round in which a Player has relevantly been found guilty of a Reportable Offence or Reportable Offences.

**Alternative Talent:** a Player who is included or eligible to be included on a Club's List under Rule 11.

**Appeal Board:** the Appeal Board established and constituted under Rule 43.

**Appointee:** a representative of a Club admitted to membership of the AFL under the Articles of Association of the AFL.

**Arbitrator:** a person appointed by the General Counsel for the purposes of these Rules and otherwise.

**Arena:** includes the Playing Surface and all of the area between the boundary line and the perimeter fence or any break in the perimeter fence including the interchange area.

**Asia:** means the geographical region of Asia defined by the United Nations Statistics Division.

**Associate of a Club:** an Associate of a Club includes any of the following:

- (a) a director, secretary, officer, sponsor or member of the Club;

- (b) a body corporate which is related to the Club within the meaning of s.50 of the Corporations Law, and any director, secretary or other officer of a related body corporate;
- (c) a partner of the Club or a partnership in which the Club is a member;
- (d) a trustee of a trust estate where the Club, or another person who is an associate of the Club by virtue of another sub-paragraph of this definition, benefits or is capable (whether by the exercise of a power of appointment or otherwise) of benefiting under the trust, either directly or through any interposed companies, partnerships or trusts;
- (e) a corporation:
  - (i) in which the Club, or a person who is an associate of the Club by virtue of another sub-paragraph of this definition, has a direct or indirect beneficial interest in shares in the corporation, or an entitlement thereto, where the nominal value of those shares is not less than 10% of the nominal value of all issued shares of the corporation falling within the same class;
  - (ii) where the corporation is, or its directors are, accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the Club or of another person who is an associate of the Club by virtue of another sub-paragraph of this definition; or
  - (iii) the Club is, or persons who are associates of the Club by virtue of another sub-paragraph of this definition are, in a position to cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the corporation.
- (f) any person who is or was acting, or who proposes to act, on behalf of or in concert with the Club.

**Associate of Club Official:** an Associate of a Club Official includes any of the following:

- (a) any relative of the Club Official;
- (b) the spouse or partner (legal or defacto) of the Club Official or any of his or her relatives;
- (c) a corporation where:
  - (i) the Club Official or a person referred to in sub-paragraph (a) or (b) has, or two or more such persons together have, a direct or indirect beneficial interest in shares in the corporation, or an entitlement thereto, where the nominal value of those shares is not less than 10% of the nominal value of all issued shares of the corporation falling within the same class;
  - (ii) the corporation is, or the directors are, accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the Club Official or of another person or corporation who or which is an associate of the Club Official by virtue of another sub-paragraph of this definition; or
  - (iii) the Club Official is, or a person or persons who are associates of the Club Official by virtue of another sub-paragraph of this definition is or are, in a

position to cast or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the corporation.

**Associate of a NGA Player:** an Associate of a NGA Player includes any of the following:-

- (a) any relative of the NGA Player;
- (b) a corporation where:
  - (i) the NGA Player or a person referred to in sub-paragraph (a) has, or two or more such persons together have, a direct or indirect beneficial interest in shares in the corporation, or an entitlement thereto, where the nominal value of those shares is not less than 10% of the nominal value of all issued shares of the corporation falling within the same class;
  - (ii) the corporation is, or the directors are, accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the NGA Player, or of another person or corporation who or which is an associate of the NGA Player by virtue of another sub-paragraph of this definition; or
  - (iii) the NGA Player is, or a person or persons who are associates of the NGA Player by virtue of another sub-paragraph of this definition is or are, in a position to cast or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the corporation;
- (c) a body corporate which is related to a corporation referred to in sub-paragraph (b) above within the meaning of s.50 of the Corporations Law;
- (d) a director, secretary, or officer of a corporation referred to in sub-paragraph (b) or (c) above;
- (e) a partner of the NGA Player of any partnership which the NGA Player or any person referred to in sub-paragraphs (a), (b) or (c) above is a member;
- (f) a trustee of a trust estate where the NGA Player, or another person who is an associate of the NGA Player by virtue of another sub-paragraph of this definition, benefits or is capable (whether by the exercise of a power of appointment or otherwise) of benefiting under the trust, either directly or through any interposed companies, partnerships or trusts;
- (g) any person who is or was acting, or who proposes to act, on behalf of or in concert with the NGA Player.

**Associate of a Player:** an Associate of a Player includes any of the following:-

- (a) any relative of the Player;
- (b) the spouse or partner (legal or defacto) of the Player or any of his or her relatives;
- (c) a corporation where:
  - (i) the Player or a person referred to in sub-paragraph (a) or (b) has, or two or more such persons together have, a direct or indirect beneficial interest in shares in the corporation, or an entitlement thereto, where the nominal value of those shares is not less than 10% of the nominal value of all issued shares of the corporation falling within the same class;

- (ii) the corporation is, or the directors are, accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the Player, or of another person or corporation who or which is an associate of the Player by virtue of another sub-paragraph of this definition; or
- (iii) the Player is, or a person or persons who are associates of the Player by virtue of another sub-paragraph of this definition is or are, in a position to cast or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the corporation.
- (d) a body corporate which is related to a corporation referred to in sub-paragraph (c) above within the meaning of s.50 of the Corporations Law.
- (e) a director, secretary, or officer of a corporation referred to in sub-paragraph (c) or (d) above.
- (f) a partner of the Player of any partnership which the Player or any person referred to in sub-paragraphs (a), (b), (c) or (d) above is a member.
- (g) a trustee of a trust estate where the Player, or another person who is an associate of the Player by virtue of another sub-paragraph of this definition, benefits or is capable (whether by the exercise of a power of appointment or otherwise) of benefiting under the trust, either directly or through any interposed companies, partnerships or trusts.
- (h) any person who is or was acting, or who proposes to act, on behalf of or in concert with the Player.

**Associate of Football Department Staff:** includes any of the following:

- (a) any relative of Football Department Staff, and
- (b) a spouse or partner (legal or de facto) of Football Department Staff or any of his or her relatives.

**Associated Club:** Any club competing in a football competition conducted by a State Body which is connected, associated or affiliated to a Club.

**Authorised Device User** means a nominated Club Official permitted to use a Communication Device within a Match Day Restricted Area.

**Authorised Officer:** any person or persons nominated under Rule 40.

**CALD Country:** a culturally and linguistically diverse country being a country:

- (a) that is not classified by the Australian Bureau of Statistics (ABS) as a main English speaking country;
- (b) that is not in Africa or Asia; and
- (c) is specified by the General Counsel as a CALD Country.

**CALD NGA Player:** a NGA Player who:

- (a) was born in a CALD Country; or
- (b) has biological parents who were both born in a CALD country,

and who has been approved in writing by General Counsel as a CALD NGA Player at his or her absolute discretion.

**Category A Rookie:** a Rookie Player other than a Category B Rookie;

**Category B Rookie:** a Rookie Player referred to in Rule 10.1(b);

**Captain or Acting Captain:** the person appointed as Captain or Acting Captain by each Club.

**Club:** a football Club which has the right of representation on the AFL pursuant to the Articles of Association of the AFL.

**Club Licence Agreement:** an agreement between the Club and the AFL whereby the Club is granted the right to field a team in the AFL Competition.

**Club Medical Officer:** an individual registered by the Medical Board of Australia as a "Medical Practitioner" and appointed by a Club to be render professional medical services including, but not limited to, the Players.

**Club Official:** means:

- (a) any director, employee (excluding Players), servant or agent of a Club; or
- (b) any other person, whether volunteer or paid, who is engaged by a Club or engaged by a contractor or sub-contractor of a Club:
  - (i) to work with, treat, advise or assist a Player or the football department of a Club in relation to participation in or preparation for the AFL Competition and does so on an ongoing or regular basis; or
  - (ii) to work with, treat, advise or assist a Player or the football department of a Club in relation to participation in or preparation for the AFL Competition and does so on the premises of the Club; or
  - (iii) to at any time undertake official duties for the Club in connection with the playing of a Match.

**Club Sponsor:** a person, corporation or entity from time to time holding the right to associate its name, reputation, image, products or services the with Club or who or which is otherwise designated by the relevant Club to be a sponsor or partner.

**Coach or Senior Coach:** a person appointed by a Club to coach the Team or Teams of the Club.

**Collective Bargaining Agreement:** the agreement entered into between the AFL and the AFLPA which governs the condition of engagement of Players.

**Commission:** the Commission appointed pursuant to the Articles of Association of the AFL.

**Communication Device:** includes any device that has the capability of communicating outside of a Match Day Restricted Area, including:

- (a) mobile telephone or similar device;
- (b) tablet device;
- (c) laptop computer; and

(d) smart watch,

whether those devices are enabled for communication or not.

**Complaints Officer:** the person appointed by the General Counsel under Rule 35.

**Contract of Service:** without limiting the ordinary legal meaning thereof, a contract in writing whereby a Player's personal services to play football are provided to the Club and are subject to the control of the Club.

**Current Club:** the Club that is party to a Contract of Service with a particular Player immediately prior to the commencement of the first Home and Away Match in the AFL Season in the year when the Player becomes a Free Agent or Restricted Free Agent.

**Declaration:** means a written statement declared to be true and correct in every particular.

**Development Region:** means the area in New South Wales shaded green on the map in Appendix 2.

**Disciplinary Committee:** means the body consisting of the person or persons to whom any matter has been delegated in accordance with Rule 2.1(c).

**Disciplinary Tribunal:** the disciplinary body established and constituted under the Memorandum and Articles of Association and Rule 41.

**Draft:** the method by which persons are recruited to the Clubs of the AFL at Draft Selection Meetings.

**Draft Selection Meetings:** includes, but is not limited to, the National Draft Selection Meeting, the Pre-Season Draft Selection Meeting and any other meeting declared by the Commission to be a Draft Selection Meeting.

**FDE Manual:** means any Manual issued by the General Counsel under Rule 50.18.

**Final Premiership Ladder:** the ranking of Clubs as determined by the Commission at the conclusion of the Final Series taking into account any sanctions imposed by the Commission under Rule 29.

**Final Series:** the matches played at the conclusion of the Home and Away Matches to determine the premier Team.

**Final Series Match:** any match played as part of the Final Series.

**First Year Draft Choice Player:** means a Player who is listed on the Primary List of an AFL Club who has not previously been permanently on or temporarily upgraded to the Primary List of any AFL Club.

**Football Academy Benefits:** means in respect of an Club Academy Player, any payment, consideration, advantage or other benefit directly or indirectly given or provided to, or applied for the benefit of, the Club Academy Player or any Associate of the Club Academy Player and which is so given, provided or applied by a Club, or by any Associate of a Club.

**Football Benefits:** means in respect of an International Scholarship List Player, any payment, consideration, advantage or other benefit directly or indirectly given or provided to, or applied for the benefit of, the International Scholarship List Player or any Associate of the International Scholarship List Player and which:

- (a) relates in any way to, or which is connected with, the International Scholarship List Player's past, present or future services with a Club as a football player, or any agreement, arrangement or understanding for the International Scholarship List Player to join a Club or to refrain from joining a Club; or
- (b) is so given, provided or applied by a Club, or by any Associate of a Club.

**Football Department Expenditure:** any payment, consideration, advantage or other benefit directly or indirectly given, provided, made, made available or applied by a Club or an Associate of a Club, or in respect of a Club, which:

- (a) relates in any way to, or which is connected with a Club's:
  - (i) Football Department Staff;
  - (ii) Football Department Facilities; or
- (b) otherwise relates in any way to, or which is connected with, the football department operations of a Club including any materials, goods or consumables used in respect of the football department operations of a Club,

but excludes:

- (c) Football Payments in respect of a Player; and
- (d) any payment, consideration, advantage or other benefit excluded from being a Football Department Expenditure under the FDE Manual.

**Football Department Expenditure Rules:** Rules 50.1 to 50.18.

**Football Department Expenditure Threshold:** an amount determined by the Commission in relation to a Football Year.

**Football Department Facilities:** means any equipment or area utilised by or on behalf of a Club, its Players or personnel which relates in any way to, or which is connected with, the football department operations of the Club.

**Football Department Operations:** for the purposes of the Rules 50 and 29, means the activities of a Club described in the FDE Manual.

**Football Department Staff:** means:

- (a) any director, employee, servant, contractor or agent of a Club involved with the football department operations of a Club; or
- (b) any other person, whether volunteer or paid, who is engaged by a Club or engaged by a contractor or sub-contractor of a Club:
  - (i) to work with, treat, advise or assist a Player or the football department of the Club in relation to participation in or preparation for the AFL Competition; or
  - (ii) to at any time undertake duties for the Club in connection with the playing of a Match.

**Football NGA Benefits:** in respect of an NGA Player, any payment, consideration, advantage or other benefit directly or indirectly given or provided to, or applied for the



benefit of, the NGA Player or any Associate of the NGA Player and which is so given, provided or applied by a Club, or by any Associate of a Club.

**Football Payments:** in respect of a Player, any payment, consideration, advantage or other benefit directly or indirectly given or provided to, or applied for the benefit of, the Player or any Associate of the Player and which:

- (a) relates in any way to, or which is connected with, the Player's past, present or future services with a Club as a football player, or any agreement, arrangement or understanding for the Player to join a Club or to refrain from joining a Club; or
- (b) is so given, provided or applied by a Club, or by any Associate of a Club, unless the Player, the Club or the Associate of a Club proves to the satisfaction of the Investigations Manager that the payment, consideration, advantage or benefit was paid, given or provided to the Player, or applied for the benefit of the Player or any Associate of a Player, in consideration of bona fide:
  - (i) employment;
  - (ii) marketing; or
  - (iii) other services or rights

not falling within sub-paragraph (a), rendered by the Player ("Additional Services").

**Football Tasmania:** the body organising and conducting a premier football competition in Tasmania or any like successor organisation.

**Football Year:** the period commencing on 1 November and concluding on the 31 October next.

**Free Agency Period:** the period or periods determined by the General Counsel during which the movement of Free Agents and Restricted Free Agents may take place. For the avoidance of doubt, the General Counsel may specify periods that are applicable to certain, all or any Free Agents and/or Restricted Free Agents as the case may be at his absolute discretion.

**Free Agent:** a Player who meets the criteria under Rule 17.1(a), 17.1(b), 17.1(d) or 17.1(e).

**General Counsel:** the person appointed to that position by the Commission or his nominee.

**General Manager – Football Operations:** the person appointed to that position by the Commission or his nominee.

**Guaranteed Payments:** payments under a Contract of Service (excluding incentives and match payments) and payments (including any deemed payments) under Additional Services agreements.

**Home and Away Matches:** any match for which Premiership Points are awarded not being a Finals Series Match, Pre-Season Competition Match, representative Match or exhibition Match.

**Indigenous Development Region:** the area as set out in the map in Appendix 3 or as otherwise determined by the General Counsel from time to time.

**Indigenous Person:** a person who:

- (a) is of Aboriginal or Torres Strait Islander descent;
- (b) identifies as an Aboriginal or Torres Strait Islander or both; and
- (c) is accepted as an Aboriginal or Torres Strait Islander person in his or her community.

**Interchange Steward:** the person or persons appointed by the AFL from time to time under the AFL Regulations.

**International Development Region:** means any country of the world save and except for Australia and Ireland.

**International Player:** a Player who is not an Australian Citizen and has not to the satisfaction of the General Counsel, lived in Australia for any substantial period of time prior to his inclusion on a Club's Rookie List.

**International Scholarship Agreement:** means an agreement in a form as prescribed by the AFL from time to time.

**International Scholarship List:** means in respect of each Club, the list of Players referred to in Rule 13.

**Investigations Manager:** the person from time to time appointed by the AFL to that position. A reference to the Investigations Manager in these Rules shall include a reference to any person or persons appointed by the Investigations Manager to act on his behalf.

**Investigation Officer:** a person appointed to that position by the General Counsel.

**Laws of Australian Football:** "Laws of the Game" published by the AFL.

**Legal Practitioner:** a person duly qualified to be admitted or who has previously been admitted to practice as a barrister and/or solicitor in any State or Territory of Australia.

**Levy:** for a Football Year means the amount calculated in accordance with the following formula:

$$(AFDE - FDET) * R$$

Where:

R is the Rate for that Football Year

FDET is Football Department Expenditure Threshold for that Football Year

AFDE is the actual Football Department Expenditure of the Club for that Football Year as determined by the AFL,

up to the Maximum Levy.

**List:** in respect of each Club, any or all of its Primary List, Rookie List, Long Term Injury List, International Scholarship List, or Alternative Talent.

**Long Term Injury:** an injury or illness suffered by a Player which, in the opinion of the AFL Medical Director, after consulting with the Club Medical Officer, will prevent or is likely to prevent a Player, having due regard to his health and safety, from participating

in a Match for a period of not less than eight weeks from the date the injury or illness is diagnosed.

**Long Term Injury List:** in respect of each Club, the list of Players referred to in Rule 26.

**Match:** any football Match played between or directly or indirectly involving any Club including without limitation any practice Match, trial Match, representative Match or exhibition Match.

**Match Day Restricted Area** means an area of the Venue designated as such by the General Counsel in accordance with Rule 30.4.

**Maximum Levy:** the maximum levy to be paid or contributed by any Club in relation to any one Football Year, as specified in the FDE Manual.

**Memorandum and Articles of Association:** Memorandum and Articles of Association of the AFL.

**Milestone Match:** means a Player's first 100th, 150th, 200th, 250th, 300th, 350th or 400th Senior Match.

**National Draft or National Draft Selection Meeting:** the procedure more particularly referred to in Rule 6.

**NGA Minimum Requirements:** the minimum requirements for the operation, administration and management of a Next Generation Academy as specified by the General Counsel from time to time.

**NGA Player:** a person who is eligible under Rule 15.2 to be included by a Club in its Next Generation Academy and who has entered into a Next Generation Academy Agreement in accordance with Rule 15.3.

**NGA Region:** the:

- (a) area assigned to a Club as set out in the map in Appendix 3 or as otherwise determined by the General Counsel from time to time; and
- (b) a Club's Indigenous Development Region.

**Notifiable Conduct:** means conduct which may constitute an offence for which the prescribed maximum penalty is a term of imprisonment.

**Officer or Officer of a Club:** an Officer as defined in the Corporations Law and without limitation shall include the President, Chairman, Vice President, Vice Chairman, General Manager, Chief Executive, Football Manager, Coach, any Board or Committee Member and any servant or agent who makes or participates in the making of decisions that affect the whole, or a substantial part, of the business of the Club.

**Perform on one's Merits:** means at all times to perform honestly and to the best of one's ability in the pursuit only of legitimate competitive objectives. For the avoidance of doubt "legitimate competitive objective" includes the development of the team or players or management of player fatigue or injuries but does not include improving a Club's draft position, improving a Club's position with respect to a potential Player exchange or manipulating a Club's position on the ladder for the purpose of improving its draw within the Finals Series.

**Person:** includes a Club, servant or agent of a Club, Player, Coach, assistant Coach, trainer, runner, Officer, Medical Officer, employee, independent contractor or volunteer of a Club or any other person within the purview of these Rules or the AFL Regulations.

**Player:** save as otherwise provided a person who is or has been included on a Club's List, a person eligible to be so included, a person bound to a Club, a person within the purview of these Rules or a person who has nominated for any AFL Draft.

**Players' Advocate:** the person or persons appointed under Rule 41.10.

**Playing Surface:** the field of play inside the boundary line, excluding the area between the boundary line and the perimeter fence.

**PPM:** the Player and Personnel Management system, being the online portal in which all Club Officials (as defined in Rule 30) are registered and agree to be bound by these Rules and the AFL's policies and the AFL Regulations.

**Premiership Points:** the points awarded to a Club during Home and Away Matches as set out in AFL Regulations.

**Pre-Season Competition:** the competition organised by the AFL and played prior to the commencement of the Home and Away Matches each year.

**Pre-Season Draft or Pre-Season Draft Selection Meeting:** the procedure more particularly referred to in Rule 7.

**Pre-Season Grand Final:** the final match of the Pre-Season Competition to determine the most successful Club of the Pre-Season Competition.

**Primary List:** in respect of each Club, the list of Players referred to in Rule 5.

**Protected Discloser:** a person who has or may provide information to the AFL in good faith with respect to an alleged offence being committed under the AFL Rules and Regulations, including a person who has or may provide such information anonymously.

**Protected Witness:** a person who has or may give evidence to an AFL investigation or disciplinary proceeding in good faith with respect to an alleged offence being committed under the AFL Rules and Regulations.

**Rate:** the rate determined by the Commission from time to time.

**Recognised Elite Sporting Competition:** an elite sporting competition including, but not limited to NRL, NBL, Super 15 SANZAR, Sheffield Shield, Olympic Games, A-League, NCAA, or other elite sporting competition as approved by the AFL from time to time.

**Restricted Free Agent:** a Player who meets the criteria under Rule 17.2.

**Rookie Draft Selection Meeting:** the procedure to select Rookie Players more particularly referred to in Rule 10.

**Rookie List:** in respect of each Club, the list of Players referred to in Rule 10.

**Rookie Player:** a Player who is included or eligible to be included on a Club's Rookie List under Rule 10.

**Sanction:** includes without limitation the imposition of:

- (a) a reprimand; or
- (b) a fine; or
- (c) a suspension of any entitlement, right or privilege of a person or Club under the AFL Rules and Regulations; or
- (d) a disqualification of any entitlement, right or privilege of a person or Club under the AFL Rules and Regulations; or
- (e) any order that withdraws, varies, revokes or limits any result, award, entitlement, right or privilege of a person or Club under the AFL Rules and Regulations; or
- (f) any combination of the above.

**SANFL:** South Australian National Football League or any like successor organisation.

**Scalping:** for the purposes of Rule 31, scalping, in addition to its natural and ordinary meaning, includes the selling or disposal of tickets to a Match or Matches for amounts or benefits in excess of the face value of such tickets, unless such sale or disposal is pursuant to an arrangement specifically approved of in writing by the Commission.

**Secretary:** the person appointed under Rules 41 or 43.

**Senior Match:** means a Home and Away Match or a Finals Series Match.

**SFL:** Sydney Football League.

**State Body:** an organisation affiliated to the AFL which is responsible for the conduct and administration of the relevant State league competition. The State Bodies at the time these Rules came into operation are AFL Victoria, Football Tasmania, the SANFL, WAFC, AFL Queensland, AFL (NSW/ACT) Commission, AFL Canberra Limited and the Northern Territory Football League.

**Statutory Declaration:** means a written statement declared to be true and correct in every particular, made pursuant to the relevant state or territory legislation regulating the use of statutory declarations.

**Survey:** any written or electronic survey or form involving the collection of personal information.

**Taxation Information:** information with respect to a person's affairs, being information that is, or at any time has been, in the possession of the Commissioner of Taxation.

**Taxation Law:** means:

- (a) the Taxation Administration Act 1953;
- (b) any other Act of which the Commissioner of Taxation has the general administration;
- (c) regulations under an Act referred to in paragraph (a) or (b).

**Team:** a Team fielded by a Club in the AFL Competition or any other competition conducted by the AFL, including all persons selected as interchange Players in such Team.

**Testing:** any formal or informal physical, biological, medical or psychological test, examination or evaluation.

**Total Player Payments:** the amount from time to time determined by the Commission as the maximum aggregate amount or value of all Football Payments that may be given to or applied in any Football Year for the benefit of Players with each Club and the Associates of such Players.

**Umpire:** includes a field, boundary, goal and emergency Umpire.

**Umpire's Manager:** a person appointed to that position by the General Counsel.

**Umpire's Officer:** a person appointed to that position by the Umpire's Manager.

**Unit:** the sum of \$1,000.00 or such other amount as may from time to time be prescribed by the Commission.

**Unlisted Player:** means (as applicable):

- (a) in respect of a Club, a person who is not on a Club's List; and
- (b) in respect of an Associated Club, a person who is not on the list of an Associated Club (as determined in accordance with the rules of the relevant State Body).

**VAFA:** Victorian Amateur Football Association or any like successor organisation.

**VCFL:** Victorian Country Football League or any like successor organisation.

**Venue:** the venue at which the AFL may use to play a Match.

**VFL:** Victorian Football League or any like successor organisations.

**VMFL:** Victorian Metropolitan Football League or any like successor organisation.

**WAFC:** West Australian Football Commission or any like successor organisation.

## **1.2 Other Definitions**

The expressions set out in the remainder of these Rules shall have the meanings prescribed within the particular Rule.

## **1.3 Interpretation**

- (a) In the interpretation of these Rules and the Schedules, unless there is something in the subject or context inconsistent therewith:
  - (i) words importing the singular shall be deemed to include the plural and vice versa;
  - (ii) words importing any gender shall be deemed to include the other gender;
  - (iii) words importing persons shall be deemed to include all bodies and associations, corporate or un-incorporate and vice versa;
  - (iv) headings are included for convenience only and shall not affect the interpretation of these Rules or any Schedule;

- (v) a reference to time means eastern standard time or eastern summer time, as the case may be;
  - (vi) “including” and similar words are not words of limitation;
  - (vii) words, terms and phrases defined in the AFL Regulations, shall be given that meaning if they are not otherwise defined in these Rules; or
  - (viii) words, terms and phrases not otherwise defined in these Rules or the AFL Regulations shall be given their ordinary meaning.
- (b) Any power or right conferred on the AFL under the AFL Rules and Regulations may be exercised by the CEO or General Counsel, or in respect of the AFL Regulations, by the General Manager – Football Operations.

#### **1.4 Reasonable and Severance**

These Rules are considered reasonable by the AFL but:

- (a) each provision in these Rules shall be read and constructed independently of the other provisions in these Rules so that if one or more provisions is held to be invalid as an unreasonable restraint or for any other reason whatsoever then the remaining provisions shall be valid to the extent that they are not held to be so invalid; and
- (b) if any such provisions are found to be void but would be valid if some part thereof were deleted such provisions shall apply with such modification as may be necessary to make it valid and effective.

#### **1.5 Interpretation by Commission and Amendment**

- (a) Save and except for a matter which comes before the Disciplinary Tribunal or Appeal Board, the Commission shall interpret all provisions contained in the Memorandum and Articles of Association, the AFL Rules and Regulations and any other rules or regulations passed from time to time by the Commission and any interpretation of a provision by the Commission shall be final and binding on every person.
- (b) The Commission may from time to time amend these Rules or make such further or other Rules as it in its absolute discretion deems fit.

#### **1.6 Forms**

In these Rules, a reference to any forms includes a reference to such forms amended from time to time by the General Counsel, including the number, description and content of any forms.

## **2. Powers, Conduct and Sanction**

### **2.1 Powers of the Commission and General Counsel**

- (a) Either or both the Commission and the General Counsel shall, in furtherance and not in limitation of any other power conferred upon them by the AFL Rules and Regulations, have the power in their absolute discretion:
  - (i) To inquire into, investigate and deal with any matter in connection with the AFL or the AFL Rules and Regulations, including (without limitation) to hear and determine a charge for a breach of the AFL Rules and Regulations, or appoint any other person to do so;
  - (ii) Subject to Rule 2.2 to require and obtain production and take possession of all or any documents, records, articles or things in the possession or control of a Person that may be, or that may contain information relevant to any inquiry or investigation;
  - (iii) Subject to Rule 2.2, to require and obtain access to the premises occupied by or in control of a Club, or examine any document, record, article or thing situated thereon, for the purpose of any inquiry or investigation or in respect of monitoring compliance with the AFL Rules and Regulations;
  - (iv) Subject to Rule 2.2, to impose any sanction on any Person contravening the AFL Rules and Regulations on any terms or conditions seen fit or to otherwise deal with such matter in any manner they in their absolute discretion think fit, including:
    - (A) reprimand a Person;
    - (B) impose a monetary sanction on a Person;
    - (C) order that a Club has forfeited the right to employ or register as a Player of the Club the Player or any of the Players to whom the conduct relates for an unlimited period or for a specified period of time;
    - (D) order that a person is excluded from any right to participate in one or more Draft Selection Meetings;
    - (E) order that a Player has forfeited the right to play for or be a registered Player of a Club or Club for an unlimited period or for a specified period of time;
    - (F) order that no Club shall for such period as determined may occupy any office or perform any functions (including, without limitation, attendance at matches and training sessions) for or on behalf of the Club;
    - (G) declare, in respect of a Club, the loss of or ineligibility to receive Premiership Points for past or future Matches;
    - (H) prohibiting any Person from receiving any payment from the AFL or any Club;



- (I) prohibiting any Person participating in any way in any Club's training, Match preparation or activities associated in any way with the AFL competition;
  - (J) prohibiting any Person attending any event, function or Match in any official capacity by the AFL or any Club; or
  - (K) prohibiting any Person entering upon any property owned, operated or controlled by the AFL or any Club.
- (v) To determine all questions arising or objections made in relation to a Match or the AFL Competition;
- (vi) To refer any matter concerning an alleged breach of the AFL Rules and Regulations for hearing and determination, in whole or in part, by the Tribunal or other body or person appointed by the Commission;
- (vii) To determine all questions arising or objections made in relation to a Match or the AFL Competition;
- (viii) Subject to Rule 2.2, to stand down any Person subject to an inquiry, investigation, or charge in connection with the AFL Rules and Regulations from participating in or in connection with the AFL Competition;
- (ix) To exercise any other powers conferred by the AFL Rules and Regulations;
- (x) To delegate any of their powers under the AFL Rules and Regulations.
- (b) The General Counsel may lay a charge for a breach of the AFL Rules and Regulations.
- (c) The commission may delegate any matter in accordance with an alleged breach of the AFL Rules and Regulations for hearing and determination, in whole or in part, by one or more Commissioners and/or other persons as the Commission thinks fit (**Disciplinary Committee**).
- (d) The power conferred by Rule 2.1(a)(ii) includes without limitation the power to:
  - (i) give any reasonable direction for the purpose of facilitating the production of relevant documents, records, articles or things;
  - (ii) search for relevant documents, records, articles or things on any computer, mobile telephone, file, server, hard drive, tape, folder, or other storage device (whether electronic or not) in the possession or control of the Person in circumstances where there are reasonable grounds to believe that relevant items may be produced in accordance with this Rule;
  - (iii) search for relevant document, records, articles or things on the premises of the Club or in any Match Day Restricted Area, or examine any article or thing situated thereon, where there are reasonable grounds to believe that relevant items may be produced in accordance with this Rule;
  - (iv) search through a person's information held on or contained in any of the items referred to in this Rule for the purpose of determining the relevance of such information to any inquiry or investigation.

- (e) The power conferred by Rule 2.1(c) includes without limitation the power to:
  - (i) delegate the hearing and determination as to an alleged breach of the AFL Rules and Regulations to any such persons referred to in Rule 2.1(c), while all or some of the Commissioners hears and determines any sanction;
  - (ii) delegate the hearing and determination of any sanction in connection within alleged breach of the AFL Rules and Regulations to any such persons referred to in Rule 2.1(c), while all or some of the Commissioners hears and determines the allegation of the breach;
  - (iii) delegate the hearing and determination as to an alleged breach of the AFL Rules and Regulations and any sanctions in connection therewith to the same persons, or different persons, referred to in Rule 2.1(c);
- (f) For the avoidance of doubt, an inquiry or investigation under these Rules may continue to be conducted or a new inquiry or investigation may be commenced, notwithstanding the laying of a charge for a breach of the AFL Rules and Regulations.
- (g) Any power conferred on the General Manager – Football Operations under the AFL Rules or Regulations, including any former version of each document, may be exercised by the General Counsel.
- (h) All decisions of the Commission, or a delegate of the Commission, including all determinations of charges in connection with breach of the AFL Rules and Regulations, are final and subject only to any rights of appeal provided by law.

## **2.2 Limitations on Powers**

- (a) The powers conferred by Rules 2.1(a)(ii) and (iii) shall only be exercisable where the inquiry or investigation is in connection with:
  - (i) football competition matters;
  - (ii) the integrity or fairness of the AFL Competition; or
  - (iii) conduct which may be unbecoming or likely to prejudice the reputation or interests of the AFL or to bring the game of football into disrepute.
- (b) The powers conferred by Rules 2.1(a)(ii), (iii) and (viii) shall only be exercisable where in the opinion of the Commission and/or the General Counsel:
  - (i) there is a reasonable suspicion that a breach of a relevant AFL Rule or Regulation may have occurred; and
  - (ii) in the case of sub-Rule 2.1(a)(viii), the exercise of the power would be a proportionate response.
- (c) Save as provided in this Rule, the AFL will use reasonable endeavours to keep any information obtained under Rule 2.1(a)(ii) confidential. Information may only be used or disclosed for purposes related to investigating or prosecuting breaches of the AFL Rules and Regulations and in reporting any reasonable suspicion of corrupt or criminal conduct to relevant authorities. Without limiting the foregoing, relevant information may be disclosed to the public where it is reasonable to do so in the interests of the open administration of AFL disciplinary processes.

## **2.3 Conduct Unbecoming or Prejudicial to the Interests of the AFL**

- (a) A Person must not engage in conduct which is unbecoming or likely to prejudice the interests or reputation of the AFL or to bring the game of football into disrepute.
- (b) Without limiting the ordinary and legal meaning of any words in Rule 2.3(a), a Person shall be deemed to have engaged in conduct which is unbecoming or likely to prejudice the reputation or interests of the AFL or to bring the game of football into disrepute if a reasonable person would regard that conduct as unbecoming or likely to prejudice the reputation or interests of the AFL or to bring the game of football into disrepute;
- (c) Without limiting the ordinary and legal meaning of any words in Rule 2.3(a) and the provisions of Rule 2.3(b) a Person shall be deemed to have engaged in conduct unbecoming or conduct likely to prejudice the reputation or interests of the AFL or to bring the game of football into disrepute if:
  - (i) there is a finding by a Court or tribunal (including a conviction) against the Person that they have committed Notifiable Conduct;
  - (ii) the Person pleads guilty to Notifiable Conduct before any Court or tribunal;
  - (iii) the Person responds inappropriately, unfairly or unreasonably to an allegation of Notifiable Conduct; or
  - (iv) the Person engages in behaviour associated with Notifiable Conduct, intended to place the alleged victim or victims at risk of harm.
- (d) A Person and/or a Club shall be deemed to have responded inappropriately, unfairly or unreasonably to an allegation of Notifiable Conduct where the Person and/or Club:
  - (i) subject to the proper exercise of their right to refuse to answer questions or engage in conduct that may incriminate them or any other right that they may have at law, fails to reasonably co-operate with any police or other official investigation (including an investigation by the AFL) into Notifiable Conduct, whether alleged to have been committed by themselves or other individuals;
  - (ii) comments publicly in relation to an allegation of Notifiable Conduct by a Person where such comments are intended to degrade, demean, vilify or otherwise cause harm to any person, including any complainant or alleged victim.
- (e) A Person may be considered to have engaged in conduct which is unbecoming or likely to prejudice the reputation or interests of the AFL or to bring the game of football into disrepute where that Person either directly or indirectly, or by an agent, associate or Person on his, her or its behalf makes a payment to an alleged victim of Notifiable Conduct which is not ordered by a Court or tribunal and where such payment is in the opinion of the Commission and/or the General Counsel made for the dominant purpose of compensating the alleged victim in order to persuade the alleged victim not to prosecute or co-operate in the bringing of criminal proceedings against a Person.
- (f) If the Commission and/or the General Counsel determines that a payment was made for the dominant purpose of compensating an alleged victim of Notifiable

Conduct in order to persuade the alleged victim not to prosecute or co-operate in the bringing of criminal proceedings against a Person, the Person who paid or on whose behalf payment was made may be deemed to have engaged in conduct which is unbecoming or likely to prejudice the reputation or interests of the AFL or to bring the game of football into disrepute and the matter may be referred to the Commission or the AFL Disciplinary Tribunal under Rule 2.3(a).

- (g) A Person shall not be deemed to have engaged in conduct which is unbecoming or likely to prejudice the reputation or interests of the AFL or to bring the game of football into disrepute as a result of being charged or committed for trial for Notifiable Conduct, however the Commission and/or the General Counsel may in their absolute discretion stand that Person down from any duties otherwise to be performed for the AFL and/or may direct a Club to stand that Person down from duties which would otherwise be performed by that Person for the Club, pending the outcome of the proceedings.
- (h) The provisions of Rules 41.3(a)-41.3(e) inclusive, 41.3(g), 41.4(a), 41.5, 41.6, 41.8, 41.9, 41.10, 41.11, 41.12, 41.13, 41.14(a)-41.14(c) inclusive, 41.15, 41.16, and 41.17 shall apply to any hearing in connection with a breach of (a) conducted by the Commission, the General Counsel, or any other persons whom the Commission and/or the General Counsel has delegated the power to hear the matter.

## **2.4 Notifiable Conduct**

- (a) A Person must immediately notify their Club Chief Executive Officer or other senior administrator if they are interviewed as a suspect, charged, arrested or given an infringement notice by police in respect of any Notifiable Conduct.
- (b) A Club must immediately notify the General Counsel and forthwith provide to the General Counsel all relevant information known to the Club if:
  - (i) the Club is aware of any matter referred to in paragraph 2.4(a); or
  - (ii) the Club has received a complaint in respect of alleged Notifiable Conduct on the part of a relevant Person, unless the Club has reliable information that the complaint is not credible.
- (c) Any person or Club that does not fully and strictly comply with the provisions of this Rule shall be dealt with in such manner as the Commission or General Counsel in their absolute discretion think fit.

(Refer Also Rule 4.9)

## **2.5 General Offences**

A Person must not:

- (a) refuse or fail to attend at any investigation, inquiry, meeting, hearing or appeal conducted under the AFL Rules and Regulations when requested to do so;
- (b) refuse or fail to answer any question or give any evidence at any investigation, inquiry, meeting, hearing or appeal conducted under the AFL Rules and Regulations;
- (c) give any false or misleading evidence to any hearing, investigation, inquiry or appeal conducted under the AFL Rules and Regulations;

- (d) make any false or misleading statement or declaration in connection with the administration or control of the AFL Competition;
- (e) obstruct, delay or hinder any AFL Official in connection with the performance of his or her duties;
- (f) disobey any reasonable direction of an AFL Official in connection with the performance of his or her duties;
- (g) engage in any improper or insulting behaviour at any time towards any AFL Official in relation to his or her duties;
- (h) refuse or fail to attend or give evidence as directed at any inquiry, meeting hearing or appeal conducted under the AFL Rules and Regulations when requested to do so;
- (i) refuse or fail to fully co-operate with any investigation conducted by the AFL under the AFL Rules and Regulations;
- (j) obstruct, delay or hinder any investigation conducted or which may be conducted by the AFL under the AFL Rules and Regulations;
- (k) refuse or fail to produce any document, record, article or thing in the Person's possession or control that are required to be produced in accordance with the AFL Rules and Regulations;
- (l) attempt to commit, or incite another person to commit, or conspire with any other person to commit, or be a party to another committing any breach of the AFL Rules and Regulations.

## **2.6 Suspect in criminal investigation, charged or arrested for criminal offence**

Notwithstanding Rules 2.5(h), 2.5(i), (j) and (k), a Person interviewed as a suspect in a criminal investigation, charged or arrested by a law enforcement agency in respect of a criminal offence shall not be required to give any information, give any evidence or make any statement to the AFL if they establish that to do so would breach any privilege against self-incrimination, or legal professional privilege. This Rule does not limit any other AFL Rule and Regulation.

## **2.7 Sanctions and payment**

- (a) Any Person fined in accordance with the AFL Rules and Regulations shall, upon demand, immediately pay to the AFL, as a liquidated sum, the amount of the fine.
- (b) Where the amount shown at the foot of the provisions of any AFL Rule and Regulation is described as a "Maximum Sanction" or that a sanction up to a certain amount is payable, a person empowered to impose a sanction under the AFL Rules and Regulations may determine that any amount not exceeding that amount shall be payable.
- (c) If any Person fails to pay a fine or monetary sanction imposed in accordance with the AFL Rules and Regulations, such Person may be dealt with in any manner the Commission and/or the General Counsel thinks fit.
- (d) The Commission, Chief Executive Officer and/or General Counsel may set off any amount payable by a Club under the AFL Rules and Regulations against any payment or distribution paid or intended to be paid by the AFL to the Club.

### **3. Investigators**

#### **3.1 Appointment**

The Commission or the General Counsel may from time to time appoint a person or persons to undertake investigations in relation to any matter in connection with the AFL Rules and Regulations.

#### **3.2 Reference to Investigator**

Any reference in the AFL Rules and Regulations to an Investigation Officer or Special Investigator shall include any person appointed from time to time as such by the Commission or the General Counsel. Any person so appointed shall comply with any directions or conditions imposed by the Commission or General Counsel.

## **4. Registration of Players**

### **4.1 All Players to be Registered**

A Club shall not play any person in any Team unless that person is registered with the AFL as a Player with that Club. A person shall be deemed to be registered with the AFL as a Player with a Club where that person has complied with the requirements of Rule 4.2 and that person has not been de-registered as a Player.

Maximum Sanction: Maximum 20 Units

(Also refer Rules 5.6)

### **4.2 Eligibility and Requirements for Registration**

No person shall be registered or be entitled to be registered with the AFL as a Player with a Club unless he was eligible to be and has been drafted onto or included on a Club's List and the AFL has:

(a) Registration Application

received and approved each year a duly completed Registration Application by the AFL from time to time;

(b) Declaration - Player

received a Declaration setting out the Football Payments to be made in respect of that person in the form prescribed in Schedule 1 as Form 2 and made by the person wishing to be registered;

(Also refer Rules 39.5 and 39.6)

(c) Declaration – Officer of Club

received a Declaration setting out the Football Payments to be made in respect of that person in the form prescribed in Schedule 1 as Form 3 and made by an Officer of the Club who had the care and conduct of the negotiations with the Player;

(Also refer Rules 39.5 and 39.6)

(d) Declaration – Representative or Relative

where a Player has authorised an Accredited Agent, parent or legal guardian to act on his behalf in negotiating with the Club, received a Declaration made by that person in the form prescribed in Schedule 1 as Form 4.

(e) Contract of Service

received a Contract of Service in triplicate executed by the person seeking registration and an Authorised Officer of the Club with which he wishes to play, which is then executed by the AFL.

### **4.3 Contracts**

- (a) No Player shall be engaged by a Club other than under the Contract of Service lodged with the AFL. The Contract of Service shall be in the form prescribed from time to time by the AFL and the AFLPA.

- (b) All Contracts of Service lodged with the AFL under these Rules shall terminate or expire (other than by reason of default or breach which entitles any party to terminate) on or prior to the 31st day of October in the final year in which the Player's services are to be provided under such contract.

#### **4.4 Parent or Guardian**

If the person seeking registration is under the age of 18 years, the documents required to be lodged with the AFL under this Rule shall be signed by at least one parent or the person's legal guardian. If signed by a guardian, such guardian shall provide proof of guardianship.

#### **4.5 Lodgement Tuesday Prior to Play**

All documents required for registration shall be lodged with the AFL no later than 12.00 noon on the Tuesday prior to the date upon which the person proposes to play and within 7 days of the date on which the first of such documents was executed or made. Any document signed by a person's legal guardian shall be lodged together with proof of such guardianship.

#### **4.6 Outstanding Fines or Penalties**

No person shall be registered or be entitled to be registered or remain registered with the AFL as a Player with a Club for so long as any monetary sanction imposed upon such person by the AFL remains unpaid after its due date or in the case of any other sanction, remains unsatisfied or has not been fully discharged or complied with or where in the opinion of the Commission such person has failed to fully and completely comply with any obligation imposed on him or her under Rule 28.7.

#### **4.7 Players Bound to One Club Not to be Registered With Another Club**

A Player who is, in accordance with these Rules, bound to any Club may not be registered as a Player with any other Club until he ceases to be bound to the first-mentioned Club. Valid registration with a Club will negate any previous registration with any other Club.

#### **4.8 Players Bound if Listed**

- (a) A Player shall be bound to a Club if he or she is properly included on the Club's List in accordance with these Rules. This Rule does not apply to a Player listed on a Club's Rookie List, in which case Rule 10.3 applies.
- (b) If a contract between a Club and a Player expires on 31 October in any year, the Player shall remain registered as a Player of and be bound to the Club until the conclusion of the National Draft Selection Meeting in the relevant year. This Rule does not apply if the Club deletes the Player's name from its List during the period 31 October until the time and day when the de-listed Player is able to nominate for the National Draft Selection Meeting under Rule 6.2(c).
- (c) If a Player remains bound to a Club by reason of Rule 4.8(b), the Club must pay to the Player an allowance in the amount determined from time to time by the AFL and AFLPA.

#### **4.9 Conduct Unbecoming or Prejudicial**

The Commission may at any time and on such conditions as it thinks fit cancel or suspend the registration of a Player where it is of the opinion that such Player has



conducted himself or herself in a manner unbecoming of an AFL Player or likely to prejudice the reputation or interests of the AFL or to bring the game of football into disrepute. The Commission may also in its absolute discretion and without limiting the foregoing, refer any allegation of a breach of the Laws of Australian Football by a person to the Disciplinary Tribunal.

(Also refer Rule 2.3)

## **5. Lists – Generally**

### **5.1 Team**

Each Club shall field one Team in the AFL Competition.

### **5.2 Primary List sizes**

The maximum and minimum number of Players who may be included on the Primary List of a Club shall be the number as set out in Appendix 1 or as otherwise determined from time to time by the Commission.

### **5.3 Minimum Primary List Size – Sanction**

The following sanctions shall apply in every case where a Club does not have the minimum number of Players included in its Primary List, subject to the discretion of the Commission provided for in Rule 39.1:

- (a) an amount equivalent to the minimum player base payment as set out in the Collective Bargaining Agreement for each Player below the minimum number of Players such amount to be included in the Club's Total Player Payments in the year in which the breach occurs;
- (b) exclusion from any right to participate in the third round of up to one National Draft Selection Meeting; and/or
- (c) the AFL shall reduce the maximum number of Players permitted to be included on the Club's Rookie List under Rule 10.1 by the number of Players under the minimum number of Players determined under Rule 5.2.

### **5.4 Lists to be Maintained by the AFL and circulated to Clubs**

The Lists from each Club shall be held and maintained by the AFL as the official record of all Lists of Players of Clubs. The AFL shall circulate a copy of each Club's current Lists to all Clubs at such intervals as may from time to time be determined by the Commission.

### **5.5 No Delisting**

No Player shall be removed from a List of an AFL Club from the period immediately following the Pre-Season Draft until the day immediately after the next exchange period referred to in Rule 9.1 without the consent of the General Counsel.

### **5.6 Notification of Changes to Primary Lists**

- (a) Each Club shall advise the AFL in writing of any changes to its Primary List and any other List in accordance with these Rules.
- (b) A Player shall not be deemed to be included on or removed from a List (as the case may be) until:
  - (i) the player is drafted; or
  - (ii) an application for his inclusion or removal has been received by the AFL in the forms prescribed in Schedule 1 as either Form 20, Form 23 or Form 24, (as the case may be), and that application has been approved.

## **5.7 Listing Contrary to Rules**

Should any Club allege that a Player has been included on another Club's List contrary to these Rules it may lodge with the AFL a written notice setting out full particulars thereof. The Commission shall deal with any such notice as it deems fit and may without limitation remove any Player from a List where such Player was included otherwise than in accordance with these Rules.

## **5.8 Players Must be Listed to Play, Listed Player Not to Train With Another Club**

Unless prior written permission is given by the General Counsel or unless otherwise allowed by these Rules:

- (a) a Player must be listed on a Club's Primary List in order to be eligible to play for the Club in Home and Away Matches and the Finals Series.
- (b) a Club shall not play any person in its Team in any Match unless that person is included in that Club's List.
- (c) no listed Player shall train with or play in any Match with a Club or as part of any other team other than the Club with which he is listed without the written approval of the General Counsel.

If a Club breaches this Rule 5.8, the Commission may sanction that Club in any way it sees fit, including but not limited to making a determination that the Club forfeit the relevant Match.

## **5.9 Only Listed Players May Train With or Be Tested By a Club**

- (a) Except as provided in Rule 5.9(b), a Club shall not permit or invite an Unlisted Player to:
  - (i) train with the Club;
  - (ii) undertake any Testing conducted by or on behalf of the Club; or
  - (iii) complete any Survey conducted by or on behalf of the Club.
- (b) Notwithstanding Rule 5.9(a), a Club may permit or invite an Unlisted Player to do one or more of the acts referred to in Rule 5.9(a) where:
  - (i) the Unlisted Player has been removed from a Club's List following the conclusion of the most recent AFL Season, limited to the period between the commencement of the Club's pre-season training program (as advised to the AFL) and the next National Draft Selection Meeting;
  - (ii) any Unlisted Player (excluding any Unlisted Player referred to in Rule 5.9(b)(i)) is eligible to be selected at the next National Draft Selection Meeting and has not been invited to an AFL Combine during the preceding 12 months, limited to the period between the conclusion of the last AFL Combine of the Football Year and the next National Draft Selection Meeting; or
  - (iii) where a determination is made by the General Counsel under Rule 5.9(c).

- (c) The General Counsel may issue determinations pursuant to Rule 5.9(b)(iii) and Rule 5.10(b)(iv). Without limitation, such determinations may provide for an exception in relation to a particular Unlisted Player or class of Unlisted Players and may be subject to such conditions as the General Counsel sees fit.

## **5.10 Rule Extends to Associated Clubs**

- (a) Except as provided in Rule 5.10(b), a Club shall not permit or invite an Unlisted Player to:
  - (i) train with an Associated Club;
  - (ii) undertake Testing conducted by or on behalf of an Associated Club; or
  - (iii) complete any Survey conducted by or on behalf of the Associated Club.
- (b) Notwithstanding Rule 5.10(a), a Club may permit or invite an Unlisted Player to do one or more of the acts referred to in Rule 5.10(a) (provided doing so is in accordance with the rules of the relevant State Body) where:
  - (i) a person seeks to do such an act during the time period following the National Draft Selection Meeting and the date for finalisation of the Associated Club's List (such date to be determined in accordance with the rules of the relevant State Body);
  - (ii) a person has been removed from a Club's List following the conclusion of the most recent AFL Season, limited to the period until the date for finalisation of the Associated Club's List (such date to be determined in accordance with the rules of the relevant state body);
  - (iii) a person is eligible to be selected at the next National Draft Selection Meeting and has not been invited to an AFL Combine during the preceding 12 months, limited to the period between the conclusion of the last AFL Combine of the Football Year and the date for finalisation of the Associated Club's List (such date to be determined in accordance with the rules of the relevant state body); or
  - (iv) a determination is made by the General Counsel under Rule 5.9(c).
- (c) For the avoidance of doubt, a reference to an Unlisted Player in this Rule 5.10 is a reference to a person who is not on the list of an Associated Club (as determined by the rules of the relevant State Body) or the Club.

## **5.11 Club Interviews with Unlisted Players**

- (a) A Club shall not permit or invite an Unlisted Player to undertake any interview with a Club or an Associated Club unless:
  - (i) the Club has provided prior written notification to the AFL; and
  - (ii) the Club or Associated Club conducts the interview in accordance with any determinations issued by the General Counsel under Rule 5.11(b).
- (b) The General Counsel may issue any determination in respect of the conduct of a Club or an Associated Club and such determinations may be subject to such conditions as the General Counsel sees fit including without limitation:

- (i) authorising or prohibiting an Unlisted Player (or class of Unlisted Players) from undertaking interviews; and
- (ii) imposing requirements or guidelines in relation to the timing, conduct and location of interviews (including restricting the type of questions, the number and role of attendees, and the recording of interviews).

## **5.12 Protection for School Exam Period is Paramount**

Despite anything to the contrary in these Rules, without the prior written approval of the AFL, a Club shall not permit or invite an Unlisted Player to:

- (a) train with a Club or Associated Club at any time prior to the Unlisted Player having completed all his secondary school commitments (including any exams) for that year; or
- (b) undertake any Club or Associated Club Testing, Survey or interview with a Club or Associated Club during the period between the conclusion of the last AFL Combine of the Football Year and the completion of all his secondary school commitments (including any exams) for that year.

## **5.13 Training Lists to be Lodged and Other Requirements**

- (a) A Club must advise the AFL of any Unlisted Player who proposes to train with the Club under Rule 5.9(b) or an Associated Club under Rules 5.10(b), by lodging a list of the relevant Unlisted Player(s) in the form prescribed in Schedule 1 as Form 6 prior to such Unlisted Player(s) commencing training.
- (b) A Club must immediately advise the AFL in writing when an Unlisted Player (who has been notified to the AFL under Rule 5.13(a)) ceases to train with the Club or Associated Club.
- (c) A Club must not permit an Unlisted Player to train with the Club under Rule 5.9(b) unless the Club:
  - (i) has notified the club (and relevant State Body) with whom the person last played; and
  - (ii) has arranged (at its own cost) hospital and medical benefits insurance and insurance for loss of non-football earnings on behalf of the Unlisted Player.
- (d) Without the prior written approval of the AFL, a Club may not permit more than 20 unlisted players to train with the Club under Rule 5.9(b) at any one time.

## **5.14 Information Circulated**

The AFL may in its absolute discretion inform any Club or Clubs of any determination made under Rule 5.9(c) or 5.9(b) and any list lodged by a Club under Rule 15.3(a).

## **5.15 Percentage**

Where the Premiership Points awarded to a Club for a Match are cancelled by reason of a contravention of Rule 5.8, or by the Commission under Rule 29, or where the Commission determines that a Club is not entitled to receive Premiership Points for any Match, the scores recorded by the Clubs competing in the Match shall be excluded for the purposes of calculating the percentage of the Clubs.

## **5.16 No Alterations to Lists Immediately Prior to Drafts**

No Club shall delete any Player's name from its Lists or vary any Contract of Service during any of the following periods, all dates inclusive:

- (a) from 2.00 p.m. on the day determined by the AFL from time to time prior to the National Draft Selection Meeting to the date of completion of the National Draft Selection Meeting.
- (b) from 2.00 p.m. on the day determined by the AFL under Rule 7.1 prior to the Pre-Season Draft Selection Meeting to the date of completion of the Pre-Season Draft Selection Meeting.

## **6. National Draft – Compulsory**

### **6.1 Lodgement of Primary Lists of Players**

#### **(a) Lodge Primary Lists**

- (i) Each Club shall advise the AFL of the Players included on its Primary List by lodging by 2.00 p.m. on the 31 October in each year (or such other date or time determined by the AFL) the List prescribed in Schedule 1 as Form 7. The number of Players included on the Primary List must not exceed the number as determined from time to time by the Commission under Rule 5.2.

Sanction: 10 Units

- (ii) Each Club shall re-submit its Primary List to the AFL of the Players included on its Primary List by lodging by 2.00 p.m. on the 14 November in each year (or such other date or time determined by the AFL) the List prescribed in Schedule 1 as Form 7. The number of Players included on the Primary List must not exceed the number as determined from time to time by the Commission under Rule 5.2.

Sanction: 10 Units

- (iii) At the same time as the submission of Primary Lists in accordance with Rule 6.1(a)(i) and 6.1(a)(ii), all Clubs shall deliver to the AFL full and complete details of all Football Payments expected to be made in respect of the services provided by each of its Players during the relevant Football Year in the form which may be specified from time to time by the AFL and each Club must demonstrate that it has not exceeded and will not exceed its Total Player Payments for that Football Year. The form delivered under this Rule must be signed by the Chief Executive/General Manager and Football Manager of the relevant Club.

Sanction: Maximum 100 Units

(Also refer Rule 28 and Rule 29)

- (iv) A Club is ineligible to participate in the Pre-Season Draft Selection Meeting if the Investigations Manager in his absolute discretion considers that the details of all Football Payments provided by the Club under Rule 6.1(a)(iii) shows that the Club has exceeded the Total Player Payments for the relevant Football Year, or the Club is likely to exceed the Total Player Payments for the relevant Football Year if a Player or Players were selected at the Pre-Season Draft Selection Meeting

(See also Rule 7.12)

Sanction: 10 Units

#### **(b) Selection of Primary Lists**

- (i) Such Primary Lists shall be selected from:
  - (A) Immediately preceding Lists;
  - (B) Players nominated under the Father/Son Rule in accordance with Rule 8; or

- (C) Players included pursuant to any other provision of these Rules.
  - (ii) Such Primary List shall include any Player or Players exchanged for Players or Draft selections in accordance with Rule 9 and shall specify the Players or the Draft Selections for which the Player or the Players were exchanged.
- (c) Lists Exceeding Allowable Number
- In the event that any Club lists more Players than permitted by these Rules such Club shall immediately upon the direction of the AFL reduce the relevant List to the correct number.
- Maximum Sanction: 10 Units
- (d) Minimum Age
- No Player shall be selected at a National Draft Selection Meeting, or included on a Club's Primary List under Rule 8, unless the Player has attained the age of 18 years or will attain the age of 18 years on or before the 31st day of December next following the National Draft Selection Meeting or his inclusion, as the case may be.
- Maximum Sanction: 10 Units

## **6.2 Procedure for National Draft Selection Meeting**

- (a) National Draft Date
 

The National Draft Selection Meeting shall be held each year at a date and time determined by the AFL.
- (b) Order of Selection
  - (i) Subject to:
    - (A) any priority rights of Clubs under these Rules including without limitation Rule 19 and Rule 6.6;
    - (B) any sanctions imposed by the Commission under these Rules; and
    - (C) any determination by the Commission in relation to the order of selection,
  - (ii) Clubs shall select Players at the National Draft Selection Meeting in reverse order to the order in which Clubs finished on the Final Premiership Ladder in the previous Football Year.

(Refer Rule 19 and Rule 29)
- (c) Players to Nominate
  - (i) Players who wish to be included in the National Draft shall lodge with the AFL a duly completed nomination in the form and manner prescribed in Schedule 1 as Form 11, and by the following dates and times:



- (A) in the case of Players deleted from a List prior to the National Draft Selection Meeting, such nomination shall be lodged by such date and time prior to the National Draft Selection Meeting as determined by the AFL prior to the National Draft Selection Meeting.
  - (B) in the case of an Uncontracted Player who is still on a Club's List such nomination shall be lodged by such date and time prior to the National Draft Selection Meeting as determined by the AFL, together with the form prescribed in Schedule 1 as Form 40.
  - (C) in the case of all other persons, such nomination shall be lodged by such date and time prior to the National Draft Selection Meeting as determined by the AFL prior to the National Draft Selection Meeting.
- (ii) A nomination lodged in accordance with Rule 6.2(c) shall include a Player in the National Draft for the next National Draft Selection Meeting.
- (d) Number of Draft Selections
  - (i) At a National Draft Selection Meeting:
    - (A) each Club shall exercise a minimum of 3 Draft selections (including selections forfeited under Rules 8.7, 10.11(a), 13.4(b), 14.4(d) and 15.8(b)); and
    - (B) no Club may exercise more than 3 Draft selections if the consequence would be that it would exceed the number of Players which it is entitled to include on its Primary List pursuant to these Rules.
  - (ii) If a Club, prior to the National Draft Selection Meeting, has committed to draft a Player at the Pre-Season Draft Selection Meeting that Player will be deemed to be included on the Club's Primary List when determining how many Draft selections a Club is entitled to exercise at the National Draft Selection Meeting.
- (e) Drafted Player Bound for 23 Months
  - (i) Subject to Rule 6.2(e)(ii), any Player selected by a Club at the National Draft Selection Meeting or otherwise included on the Primary List of a Club, shall be ineligible to be included on the Primary List of any other Club for a period of 23 months from the date upon which he is selected or included on the Primary List.
  - (ii) Rule 6.2(e)(i) does not apply where the Player:
    - (A) enters into a Contract of Service with the Club for at least one AFL Season;
    - (B) is exchanged under Rule 9; or
    - (C) is deleted from a Club's Primary List other than pursuant to Rule 7.8(b).

### 6.3 Player Eligibility for National Draft

(a) Players Eligible to be Drafted

A Player who has nominated in accordance with these Rules is eligible to be drafted if he also satisfies the following requirements:

- (i) the Player must have attained the age of 18 years or will attain the age of 18 years on or before the 31st day of December next following the date of drafting;
- (ii) the Player must not be bound to an AFL Club;
- (iii) if invited, the Player must attend the AFL Combine or such other AFL approved or organised test or evaluation, unless the AFL considers that there is a reasonable explanation for the Player's non-attendance; and
- (iv) the Player has:
  - (A) been previously registered with the AFL; or
  - (B) been registered continuously from the 1st day of June immediately preceding the National Draft Selection Meeting and has played at least one game in the season immediately preceding the National Draft Selection Meeting in the State league competition conducted by the WAFC or SANFL; or
  - (C) been registered continuously from or prior to the 1st day of June immediately preceding the National Draft Selection Meeting with any recognised club or school competition in Victoria (including without limitation the VFL, VAFA, VCFL and VMFL), Tasmania, New South Wales, Northern Territory, Queensland or the Australian Capital Territory; or
  - (D) been a bona fide resident for the continuous period of 3 years preceding the National Draft Selection Meeting, in a country other than Australia.

(b) Nominated Football Payments

- (i) Offer and acceptance
  - (A) A Player, (other than a first year draft choice Player or such a Player in his second year), may specify in the nomination lodged pursuant to Rule 6.2(c) the Football Payments which he will require if he is selected at a Draft Selection Meeting.
  - (B) By so specifying the Football Payments he will require, the Player shall be taken to have made an offer to the Club which selects him at a Draft Selection Meeting, to accept employment in return for the Football Payments so specified.
  - (C) The Club which selects a Player who has specified the Football Payments which he will require shall be deemed to have accepted the offer set out in (b) above.
  - (D) Immediately following the Draft Selection Meeting, the Player and the Club to whom (c) above applies, shall execute a Contract of

Service providing for the Football Payments specified by the Player in accordance with (a) above.

- (E) If a Player nominates his Football Payments he must do so for a minimum period of two years.

- (ii) Payments actually paid

For the purposes of the Total Player Payment provisions contained in these Rules, the Football Payments nominated under Rule 6.3(b)(i) (whether or not such payments are made) shall be treated as Football Payments of the Club which drafted the Player for the period specified by the Player in the Nomination Form unless the payments actually paid to the Player exceed the amount set out in the Nomination Form in which case such greater amount shall be treated as Football Payments for the purposes of the Club's Total Player Payments.

- (c) Right to Arbitration for Players who Nominate Generally

A Player who nominates in accordance with these Rules but who does not specify the Football Payments he requires shall be bound by the provisions of Rule 21.

#### **6.4 Minimum Contract Term for Certain Players**

When a First Year Draft Choice Player is first listed by an AFL Club, that Player and the AFL Club shall enter into a playing contract for a minimum term of two AFL Seasons except in the case of a Player who has previously been listed as a Rookie at any AFL Club or the Player will be 23 years or over as at the 31st day of December immediately following the most recent National Draft Selection Meeting.

#### **6.5 Players not on List**

- (a) Subject to Rule 6.5(b), Clubs may only enter into any contracts, agreements, arrangements or understandings with a Player that is included on the List of another Club:
  - (i) during the period commencing after the last Home and Away Match or Finals Series Match (whichever is the later) that the Club of the Player(s) concerned competes and concluding on the day of the Pre-Season Draft; and
  - (ii) Only in respect of a Contract of Service that commences in the Football Year that begins on 1 November during that period.
- (b) Notwithstanding Rule 6.5(a), Clubs shall not enter into any contracts, agreements, arrangements or understandings with a Player that is included on the List of another Club and is a Free Agent or Unrestricted Free Agent in a relevant year save for during the applicable Free Agency Period.
- (c) Without limiting any other part of Rule 6.5, during the periods set out in Rule 6.5(a) and 6.5(b) where a Club is not to enter into a contract, agreement, arrangement or understanding with a Player, any written or verbal communication between the Club and that Player (or Player's manager) with respect to the potential recruitment of such Player by the Club must specify that such communication is non-binding and compliant with Rule 6.5.

- (d) A directly affected Club may make a formal complaint to the AFL if it believes this Rule may have been breached.

Sanction: Maximum 100 units

## **6.6 Determination for the National Draft Bidding System**

- (a) The General Counsel may make a Determination for the National Draft Bidding System.
- (b) The Determination shall provide a mechanism by which relevant Clubs have the right to select the following Players on a priority basis during the National Draft Selection Meeting:
  - (i) Players eligible to be included on the Primary List of a Club under Rule 8 (Father-Son Rule); and
  - (ii) Players eligible to be included on the Primary List of a Club under Rule 14 (Club Academies).
- (c) Without limitation, the Determination may concern:
  - (i) the extent, degree or scope of Club selection rights;
  - (ii) the process for the exercise of Club selection rights;
  - (iii) the relative value of draft selections;
  - (iv) the interaction between the exercise of Club selection rights and future National Draft Selection Meetings
  - (v) any other matter the General Counsel deems fit.
- (d) The Determination must be complied with at all times.

## **6.7 Mid-Season Draft**

The AFL may determine in its absolute discretion to hold a mid-AFL Season Draft and may implement such processes and procedures as it sees fit to govern such Draft.

## **7. Pre-Season Draft – Non-Compulsory**

### **7.1 Pre-Season Draft Date**

The Pre-Season Draft Selection Meeting shall be held in each year at a date and time determined by the General Counsel.

### **7.2 Pre-Season and Final List Lodgement**

- (a) Each Club wanting to participate in the Pre-Season Draft shall advise the AFL of the Players included on its Primary List by lodging with the AFL the List prescribed in Schedule 1 as Form 12 on or before the date and time determined by the AFL. The Primary List shall be selected from:

- (i) its immediately preceding Lists;
- (ii) Players entitled to be included on a Primary List pursuant to any other provision of these Rules,

such Primary List being less in number than the maximum number of Players determined pursuant to Rule 5.2.

- (b) Each Club shall re-submit its Primary List to the AFL by lodging with the AFL the List prescribed in Schedule 1 as Form 12, on a time and date determined by the AFL, which will not be before the Pre-Season Draft Selection Meeting.

The Primary List shall be selected from:

- (i) its immediately preceding Lists;
- (ii) Players entitled to be included on a Primary List pursuant to any other provision of these Rules,

such Primary List must not exceed the number of Players as determined from time to time by the Commission pursuant to Rule 5.2.

### **7.3 Players to Nominate**

- (a) A listed and uncontracted Player who desires to be included in the Pre-Season Draft shall lodge with the AFL by 2.00 p.m. on a date determined by the AFL for the Pre-Season Draft a duly completed nomination in the form prescribed in Schedule 1 as Form 11.
- (b) A Player deleted from a Club's Primary List on a date determined by the AFL for the AFL Pre-Season Draft and who desires to be included in the Pre-Season Draft shall lodge a nomination in the form prescribed in Schedule 1 as Form 11 by 2.00 p.m. on a date prior to the Pre-Season Draft Selection Meeting to be determined by the AFL.
- (c) A Player who nominated and was available for selection at the last National Draft Selection Meeting and who was not selected is eligible to be drafted at the next Pre-Season or Rookie Draft without the need for a further Nomination Form.
- (d) For the avoidance of doubt, a Rookie Player not retained by a Club must have nominated for the last National Draft Selection Meeting in order to be eligible to be selected by a Club at the Pre-Season or Rookie Draft Selection Meeting.

#### **7.4 Nominated Football Payments**

A Player (other than a first year draft choice Player or such a player in his second year), nominating for the Pre-Season Draft may specify in his nomination the Football Payments which he will require if he is drafted. The provisions of Rule 6.3(b) will apply to any Player wishing to so nominate to any Club which selects him at a Pre-Season Draft Selection Meeting.

#### **7.5 Rule 7 to Apply**

A Player who lodges a nomination pursuant to Rule 7.3 and who does not specify the Football Payments he requires shall be bound by the provisions of Rule 21.

#### **7.6 Deletion of Nominating Player from List**

Upon receipt of a nomination pursuant to Rule 7.3 from a listed and uncontracted Player, the AFL shall cause that Player's name to be deleted from his Club's List.

#### **7.7 Players Eligible to be Drafted**

A Player who has nominated in accordance with these Rules and who is not ineligible by reason of Rules 6.2(e) or 7.8 may be selected at the Pre-Season Draft Selection Meeting if he also satisfies the following requirements:

- (a) the Player must have attained the age of 18 years or will attain the age of 18 years on or before the 31st day of December immediately following the date of drafting; and
- (b) the Player:
  - (i) has been deleted from a Club's List; or
  - (ii) is an uncontracted Player on a Club's List who has nominated for the Pre-Season Draft Selection Meeting; or
  - (iii) the Player was eligible and available to be selected in the immediately preceding National Draft Selection Meeting and was not selected.

#### **7.8 Drafted Player Bound for 23 Months**

- (a) Notwithstanding anything contained elsewhere in these Rules, any Player selected by a Club at the Pre-Season Draft Selection Meeting shall be ineligible to be included on the List of any other Club for a period of 23 months from the date when he is selected save as is provided in Rule 9 or where such Player is deleted from a Club's List other than pursuant to Rule 7.8(b).
- (b) If a Player who has been selected at a Draft Selection Meeting has refused for a period of 12 months after being drafted to enter into a Contract of Service with the Club then, provided the Player is not entitled to be included on the Primary List of another Club, the Club may apply to the Commission to delete such Player from its Primary List and to add another Player to its Primary List upon such terms as the Commission may determine.
- (c) Notwithstanding that the Club has listed another Player under Rule 7.8(b) the Player originally selected by the Club shall remain bound to the Club for 23 months from his selection. If subsequently he is registered by the Club then it must delete another Player from its Primary List.

## **7.9 Details of Football Payments**

- (a) At the same time as the submission of Primary Lists in accordance with Rule 7.2(b) each Club, shall deliver to the AFL full and complete details of all Football Payments expected to be made in respect of the services provided by each of its Players during the relevant Football Year in the form which may be specified from time to time by the AFL and each Club must demonstrate that it has not exceeded and will not exceed its Total Player Payments for that Football Year. The form delivered under this Rule must be signed by the Chief Executive/General Manager and Football Manager of the relevant Club.
- (b) If the Investigations Manager in his absolute discretion considers that the details of all Football Payments provided by the club under rule 7.9(a) shows that the Club has exceeded the Total Player Payments for the relevant Football Year, or the Club is likely to exceed the Total Player Payments for the relevant Football Year the club must reduce the Football Payments so that they do not exceed the Total Player Payments for the relevant Football Year, or are not likely to exceed the Total Player payment for the relevant Football Year, by a time and date determined by the AFL.

Sanction: Maximum 100 units

## **7.10 No Change to Football Payments**

A Club or a Player shall not change:

- (a) any Contract of Service; or
- (b) the details of any Football Payments provided under Rule 7.9(a),

during the period commencing at the time when the details of all Football Payments are required to be delivered to the AFL under Rule 7.9(a) and ending at the completion of the Pre-Season Draft Selection Meeting.

Maximum Sanction: 10 Units

## **7.11 Actual Payments Exceeding Estimates**

- (a) Where:
  - (i) a Club's actual Football Payments with respect to a Player or an Associate of a Player; or
  - (ii) the total of all actual Football Payments of the Club,

are more than the estimate provided under Rule 7.9(a), the Club shall be liable to a sanction unless it can establish to the satisfaction of the Investigations Manager that the estimate was reasonably calculated by the Club.

Sanction: Maximum 10 Units for each breach.

- (b) The Sanction imposed under Rule 7.11(a) is additional to any sanction which may be imposed on a Club or person under Rule 29.

### **7.12 Clubs Not to Exceed Total Player Payments in Drafting Players**

A participating Club shall not select any Player at the Pre-Season Draft Selection Meeting unless it can accommodate the Player's nominated Football Payments or other reasonably anticipated Football Payments within its Total Player Payments.

Sanction: Maximum 10 Units for each breach

### **7.13 No Exchanges**

There shall be no exchange of Draft selections at the Pre-Season Draft Selection Meeting.

### **7.14 Order of Selection**

Subject to:

- (a) any priority rights of Clubs under these Rules including without limitation Rule 19;
- (b) any sanctions imposed by the Commission under these Rules; and
- (c) any determination by the Commission in relation the order of selection,

Clubs shall select Players at the Pre-Season Draft Selection Meeting in reverse order in which Clubs finished on the Final Premiership Ladder in the previous Football Year.

(Refer Rule 19 and Rule 29)

### **7.15 Passing on a Draft selection**

A Club that passes on any Draft selection at a Pre-Season Draft Selection Meeting shall be excluded from exercising any further Draft selection(s) at that Pre-Season Draft Selection Meeting.



## **8. Father/Son Rule**

### **8.1 Players Eligible – All Clubs**

Subject to Rule 8.4, a Club may include a person on its Primary List or Rookie List if the person's father played 100 or more Senior Matches (being either Home and Away or Finals Series Matches) with the Club.

### **8.2 Western Australian and South Australian Based Clubs**

- (a) In addition to the rights conveyed under Rule 8.1;
  - (i) The West Coast Eagles Football Club may include a person on its Primary List if that person's father played 150 Senior Matches (being either home and away or finals series matches) at one of the following clubs prior to, but not including, 1987:
    - (A) Claremont Football Club;
    - (B) East Perth Football Club;
    - (C) West Perth Football Club; or
    - (D) Subiaco Football Club.
  - (ii) The Fremantle Football Club may include a person on its Primary List if that person's father played 150 or more Senior Matches (being either home and away or finals series matches) at one of the following clubs prior to, but not including, 1995:
    - (A) South Fremantle Football Club;
    - (B) East Fremantle Football Club;
    - (C) Perth Football Club; or
    - (D) Swan Districts Football Club.
  - (iii) The Adelaide Football Club may include a person on its Primary List if that person's father played 200 or more Senior Matches (being either home and away or finals series matches) at one of the following clubs prior to but not including, 1991:
    - (A) Norwood Football Club;
    - (B) Glenelg Football Club;
    - (C) Sturt Football Club; or
    - (D) South Adelaide Football Club.
  - (iv) The Port Adelaide Football Club may include a person on its Primary List if that person's father played 200 or more Senior Matches (being either home and away or finals series matches) at one of the following clubs prior to, but not including, 1997:
    - (A) Port Magpies Football Club;

- (B) Woodville Football Club;
- (C) West Torrens Football Club;
- (D) North Adelaide Football Club;
- (E) Central Districts Football Club; or
- (F) West Adelaide Football Club.

(b) This Rule 8.2 is subject to Rule 8.4.

### **8.3 NSW and Queensland Based Clubs**

A person is eligible to be included on the Primary List or Rookie List of:

- (a) the Sydney Swans if his father satisfies the criteria under Rule 8.1 by playing for the South Melbourne Football Club (as it was then known); or
- (b) the Brisbane Lions if his father satisfies the criteria under Rule 8.1 by playing for the Fitzroy Football Club (as it was then known).

### **8.4 Prior Nomination of Eligible Player**

- (a) A person cannot be included on a Club's Primary List or Rookie List under Rules 8.1, 8.2 or 8.3 if he has at any time been registered with the AFL as a Player with any Club.
- (b) Notwithstanding any other Rule, a Club wanting to include a Player on its List under this Rule 8 must lodge a duly completed application in the form prescribed in Schedule 1 as Form 39A on or prior to the time and date determined by the AFL.

### **8.5 Nomination and Consent for Inclusion on Primary List**

A Club wanting to include a Player on its Primary List under this Father/Son Rule must submit to the AFL a duly completed application in the form prescribed in Schedule 1 as Form 19 on or prior to the time and date determined by the AFL.

### **8.6 Players Eligible for More Than One Club**

Where a Player is eligible to be included on the Primary List or Rookie List of more than one Club under this Father/Son Rule, the Player may be included on the List of either Club, according to the preference of the Player and the Determination for the national Draft Bidding System.

### **8.7 Father/Son Listing Forego Draft Selection**

A Club may include a Player on its Primary List under this Father/Son Rule by selecting the Player at the National Draft Selection Meeting in accordance with the Determination for the National Draft Bidding System.

### **8.8 Father/Son Rookie Pre-Selection**

- (a) Subject to Rule 8.8(b), where an eligible Father/Son Player has been nominated in accordance with Rule 8.4(b) and is not selected at a National Draft or Pre-Season Draft Selection Meeting, the Club with whom he is eligible as a

Father/Son Player may include him on its Rookie List prior to the Rookie Draft Selection Meeting in accordance with Rule 10.4.

- (b) Prior to the inclusion of a Player on its Rookie List under Rule 8.8(a), the Club must provide to the AFL written evidence of the Club's and Player's agreement to be listed as a Rookie. That agreement must specify that the Player can and will only be listed on the Club's Rookie List if he is not selected by any Club at the National or Pre-Season Draft Selection Meeting.

## **9. Exchange of Player(s) for Player(s) and Draft Selections**

### **9.1 Exchange Period**

- (a) At any time determined by the AFL and subject to the other provisions of Rule 9, a Club may exchange with another Club or Clubs any combination of Primary List Player(s), Rookie List Player(s) and National Draft Selection(s).
- (b) By such time as determined by the AFL, the Clubs involved in an exchange must provide to the AFL:
  - (i) notification of such exchange in the form prescribed in Schedule 1 as Form 8; and
  - (ii) duly completed Statutory Declarations in the form prescribed in Schedule 1 as Form 9 and Form 10.
- (c) A Player may, by Power of Attorney, appoint an attorney to sign a document on his behalf

### **9.2 Failure to Lodge Notice**

Failure to lodge a notification within the time required by Rule 9.1(b) shall be deemed a cancellation and avoidance of any contract, arrangement, agreement or understanding for an exchange under Rule 9.1.

### **9.3 Limits on Exchange**

- (a) A Club may only exchange a National Draft Selection or Selections to which it is entitled at either of the current year's National Draft Selection Meeting or the following year's National Draft Selection Meeting.
- (b) The General Counsel may make a Determination for the Trading of Future Draft Selections which sets out conditions under which Clubs may exchange National Draft Selections from future National Draft Selection Meetings.
- (c) A Club's right to trade any National Draft Selections as specified in Rule 9.3(a) is subject to any conditions specified in the Determination for the Trading of Future Draft Selections which must be complied with at all times.

### **9.4 No Financial or Other Consideration**

No financial or other consideration shall be paid, given or received for the exchange of Draft selections or the exchange of Players, other than the actual exchange of Players or Draft selections permitted by this Rule, as the case may be.

(Also refer Rule 39.4)

### **9.5 No Further Exchanges of Players**

A Club shall not be entitled to exchange a Player received in any exchange until the following year.

## **9.6 Multiple Club Exchanges**

Where the exchange of a Player(s) and Draft Selection(s) involves more than two Clubs it is not a requirement that each Club involved in the transaction make an exchange between each other.

## **9.7 Further Exchange of Draft Selection**

- (a) A Club may exchange a Draft selection which it has received from another Club, provided that the selection is not traded directly back to that Club.
- (b) The time limits specified and requirements contained in Rule 9.1 shall apply to a Draft selection received and subsequently exchanged under this Rule.

## **9.8 Exchange of Rookie Players**

A Rookie List Player exchanged under Rule 9.1 must be included on the Primary List of the Club that the Player is exchanged to.

## **10. Rookie List Players**

### **10.1 Rookie List – Establishment and Number**

- (a) Each Club must maintain a Rookie List up to a maximum number of Category A Rookie Players and Category B Rookie Players as detailed in Appendix 1.
- (b) In addition to maintaining the maximum number of allowable Category A Rookie Players on their Rookie List under Rule 10.1, each Club may include a maximum of two (2) extra Players on its Category B Rookie List provided those Players are:
  - (i) former International Scholarship List Players at that Club who have been nominated under Rule 13.5 or 13.8;
  - (ii) former Club Academy players at that Club who have been nominated under Rule 14.4;
  - (iii) International Players;
  - (iv) Players who have not been registered or played in an Australian football competition for 3 years immediately before inclusion on the Rookie List;
  - (v) a Qualified NGA Player of the Club who has been nominated in accordance with Rule 15.8(c).
- (c) Where a Club includes more than two (2) Players on its Rookie List under Rule 10.1(b), it shall forfeit its last and each previous draft selection at the Rookie Draft Selection Meeting for each such Player included on its Rookie List.

### **10.2 Rookie List – Inclusion and Changes**

- (a) A Player shall not be or be deemed to be included on a Club's Rookie List unless:
  - (i) he satisfies the criteria set out in Rule 10.2(f); and
  - (ii) the Club and the Player comply with Rule 10.2(b) and notification of the Player's inclusion has been received by the AFL in the form prescribed in Schedule 1 as Form 34 or 34A.
- (b) A Player included on a Club's Rookie List must be registered with the AFL as a Player in accordance with Rule 4. A Club must lodge with the AFL all documents required under Rule 4, within the time specified in Rule 4.
- (c) Unless Rule 10.11(a) or Rule 26.1(b) apply, a Club shall not include or remove a Player's name from its Rookie List any time during the period commencing on the day of the Rookie Draft and concluding at the time when the Primary List of the Club is lodged under Rule 6.1.

Sanction: 10 Units
- (d) Where a Club includes a Player on its Rookie List, it shall:
  - (i) in the case of an International Player, enter into a Contract of Service for a minimum of 2 AFL Football Seasons; or
  - (ii) in the case any other Player, enter into a Contract of Service for a minimum of 1 AFL Football Season.

- (e) Any Contract of Service between a Club and a Rookie Player must specify that such contract will expire or terminate on 31 October of the relevant year.
- (f) A Player is eligible to be included on the Rookie List of a Club only if the Player satisfies the age requirements under Rule 10.2(g) and the Player:
  - (i) who nominated for and was eligible for but was not selected at a Draft Selection Meeting; or
  - (ii) has not been registered or played in an Australian football competition for 3 years immediately before his inclusion on a Rookie List; or
  - (iii) is an International Player; or
  - (iv) is a Club Academy Player; or
  - (v) is an NGA Player; or
  - (vi) is a former International Scholarship List Player at that Club who has been nominated under Rule 13.5 or 13.8.
- (g) Age Requirements
 

To be included on a Club's Rookie List, a Player must have attained the age of 18 years or will attain the age of 18 years on or before 31 December immediately following the most recent National Draft Selection Meeting.
- (h) A Rookie Player shall be paid the payments, medical benefits, superannuation entitlements and other benefits contained in the Collective Bargaining Agreement or as otherwise determined from time to time by the Commission.

### **10.3 Rookie List Selection**

- (a) Rookie Draft Selection Meeting
 

A Rookie Draft Selection Meeting shall be held at a time determined by the AFL and may be held after the Pre-Season Draft in each year and wherever practicable, on the same day as the Pre-Season Draft.
- (b) Selection
  - (i) Subject to Rules 8.8, 10.4, 10.6, 13.5, 13.8, 14.4(e) and 15.8(c), Players shall only be included on a Rookie List upon being selected at the Rookie Draft Selection Meeting.
  - (ii) Subject to any sanctions imposed by the Commission under Rule 29 and any determination by the Commission in relation to the order of selection, Clubs shall select Players at the Rookie Draft Selection Meeting in reverse order to the order in which the Club finished on the Final Premiership Ladder in the previous Football Year.

### **10.4 NSW and Queensland Based Clubs**

- (a) A Club which is based in the New South Wales or Queensland area may include a Player or Players on its Rookie List during the period between the conclusion of the Pre-Season Draft Selection Meeting and the commencement of the Rookie Draft Selection Meeting, by lodging with the AFL the form prescribed in Schedule 1 as Form 34 provided that the following requirements are fulfilled:

- (i) the Player must not have previously been listed on a Rookie List or Primary List;
  - (ii) the Player must be resident in New South Wales or the Australian Capital Territory in the case of a Club based in New South Wales or Queensland in the case of a Club based in the Queensland, and have been so resident for a continuous period of 3 years immediately prior to the date on which he is included;
  - (iii) by the date nominated by the AFL prior to the Pre-Season Draft Selection Meeting, the Club must provide to the AFL written evidence of the Club's and Player's agreement to be listed as a Rookie. That agreement must specify that the Player can and will only be listed on the Club's Rookie List if he is not selected by any Club at the Pre-Season Draft Selection Meeting; and
  - (iv) if the Player is ultimately included on the Club's Rookie List, the Club and the Player must, as soon as is practicable, enter into a Contract of Service and lodge that and any other requested documents with the AFL.
- (b) Where a Club which is based in New South Wales or Queensland includes less than the maximum number of Players on its Rookie List allowable under this Rule, it may participate in and select Players at the Rookie Draft Selection Meeting.
  - (c) For the avoidance of doubt, Rule 14 takes priority over this Rule 10.4.

## **10.5 Listing Prior to Selection Meeting**

- (a) A Club may include on its Rookie List by lodging with the AFL the form prescribed in Schedule 1 as Form 34 or 34A:
  - (i) an International Player(s); or
  - (ii) a Player(s) who has not been registered or played in an Australian football competition for 3 years immediately before his inclusion on the Rookie List,

at any time other than between 1 July and 31 October provided it obtains the written consent of the AFL and has a Rookie position available on its List; or

  - (iii) subject to Rule 14.4, a Club Academy Player;
  - (iv) subject to Rule 15.8, a Qualified NGA Player; or
  - (v) subject to Rule 8.5 and 8.8(b), Players eligible under Rule 8.1, 8.2 and 8.3.
- (b) A Club shall not enter into any contract, agreement, arrangement or understanding with a Player who has not been registered or played in an Australian Football competition for 3 years or an International Player to place a Player on its Rookie List pursuant to this Rule 10.4 before 1 November in the year prior to the Player being placed on the Rookie List.
- (c) Where a Club commits to put a Player on its Rookie List pursuant to Rule 10.5(a)(i) and 10.5(a)(ii) that Player may then register or play in an Australian football competition provided the Club obtains the prior written consent of the AFL.



- (d) Notwithstanding any other provision of these Rules or the AFL Regulations, any Club that encourages or induces a Player to not register or play in an Australian football competition shall be deemed to have engaged in conduct prejudicial to the draft under Rule 29 and shall be dealt with by the Commission in accordance with the provisions of Rule 29.
- (e) Where a Club includes less than the maximum number of Players on its Rookie List allowable under this Rule, it may participate in and select Players at the Rookie Draft Selection Meeting.

#### **10.6 Listing Prior to Selection Meeting – International Scholarship List Player**

A Club may include on its Rookie List an International Scholarship List Player from that Club, in accordance with Rule 13.8, that has nominated himself for and was not selected at the National Draft Selection Meeting prior to the Rookie Draft Selection Meeting by notifying the AFL in the form prescribed in Schedule 1 as Form 34 no later than the date determined by the AFL prior to the Rookie Draft Selection Meeting.

#### **10.7 Finalisation and Lodgement of Rookie List**

Clubs maintaining a Rookie List under Rule 10.1 shall advise the AFL in writing of any changes to its Rookie List at the conclusion of the Rookie Draft Selection Meeting by lodging with the AFL the form prescribed in Schedule 1 as Form 20.

#### **10.8 Rookie Player not Bound to Club**

A Rookie Player shall not be bound to a Club if he is listed on a Club's Rookie List but the parties do not enter into a Contract of Service. In such circumstances:

- (a) the Player may play for a club competing in any competition other than the AFL Competition; and
- (b) the Player is eligible to be selected by any Club at the next National Draft Selection Meeting if he nominates himself for the National Draft Selection Meeting.

#### **10.9 Passing on a Draft selection**

A Club that passes on any Draft selection at a Rookie Draft Selection Meeting shall be excluded from exercising any further Draft selection(s) at that Rookie Draft Selection Meeting.

#### **10.10 Retention of Rookie List Players**

- (a) A Club may retain a Player on its Rookie List for a second season provided it nominates such Player or Players using Form 32, prior to advising the AFL of its Primary List under Rule 6.1(a) and such Player consents to being nominated on the Rookie List for a second season.
- (b) A Club may retain a Player on its Rookie List for a third season provided it nominates such Player or Players using Form 32 prior to advising the AFL of its Primary List under Rule 6.1(a) and such Player consents to being nominated on the Rookie List for a third season.

#### **10.11 Inclusion of Rookie List Player onto Primary List**

- (a) Primary List

A Club may apply to the AFL to transfer a Player or Players from its Rookie List onto its Primary List:

- (i) on the day when its Primary List is lodged with the AFL prior to the National Draft Selection Meeting under Rule 6.1 by lodging with the AFL the form prescribed in Schedule 1 as Form 33. In which case, the Club shall forfeit its last selection or, if more than one player, its last and each previous draft selection at the National AFL Draft Selection meeting.
- (ii) in the case of a Category B Rookie, under Rule 26.1(b); or
- (iii) at any time between the National Draft Selection Meeting and the day when its Primary List is lodged with the AFL prior to the Pre-Season Draft Selection Meeting under Rule 7.1, by lodging with the AFL the form prescribed in Schedule 1 as Form 33. In which case, the Club shall forfeit its last selection or, if more than one player, its last and each previous draft selection at the Pre-season Draft Selection Meeting.

(b) Primary List during AFL Season

A Player included on a Club's Rookie List shall not be promoted onto the Primary List of an AFL Club during the Home and Away Matches or while it continues to compete in the Finals Series save and except under Rule 26.1(b) or where an AFL Club demonstrates to the AFL that there are exceptional and compelling circumstances that make it harsh and unconscionable for a Rookie not to be promoted onto that AFL Club's Primary List and where to do so would not result in that AFL Club exceeding the maximum number of Players on its Primary List.

(c) Maintain Primary List

Where a Club applies to the AFL to transfer a Player from its Rookie List onto its Primary List in accordance with Rule 10.11(a), it must de-list a Player from its Primary List if that is necessary to ensure that the Club does not exceed the number of Players it is able to retain on its Primary List as required under Rule 5.3.

(d) De-Listed Players

Subject to Rule 18, a Player who is de-listed from a Club's Primary List may only be re-listed on that Club's Primary List through selection at a Draft Selection Meeting or in accordance with Rule 6.

## **10.12 Payments to Rookie Players Outside Total Player Payments**

(a) Category A Rookies

Any amount paid by a Club to a Player listed on its Category A Rookie List in excess of the base payment payable to a first year 41+ choice selection shall be included as Football Payments for the purposes of calculating the Club's Total Player Payments.

(b) Category B Rookies

Subject to Rule 11, all payments made by a Club to a Player listed on its Rookie List are excluded as Football Payments for the purposes of calculating a Club's Total Player Payments.

(c) When Rookie Player Included on Primary List

- (i) Where a Club proposes to include a Player from its Rookie List onto its Primary List, the Club must demonstrate to the satisfaction of the Investigations Manager that it can accommodate within its Total Player Payments the Football Payments required by such Player prior to his inclusion on a Club's Primary List.
- (ii) When a Rookie Player is included on a Club's Primary List, (other than as a replacement for a Player suffering from a Long Term Injury), the Football Payments to be included from that date in the Club's Total Player Payments shall include a proportion of the Players base payment, calculated by dividing the base payment by the total number of Home and Away Matches and multiplying that amount by the number of Home and Away Matches remaining in that Football Year.

(Refer also Rule 26.6(a))

- (iii) Rule 28.3(e) shall apply to a Player included on a Club's Primary List under Rule 10.11.

(d) Payment

Where a Club includes a Player from its Rookie List onto its Primary List, the Club shall:

- (i) pay to such Player the payments; and
- (ii) fulfil all conditions, contained in the Collective Bargaining Agreement.

### **10.13 Relocation of Player**

(a) Relocate Benefits

Where a Club includes a Player on its Rookie List and the Player is required to relocate, the Club shall pay relocation benefits as set out in the Collective Bargaining Agreement.

(b) Re-location Expenses

- (i) If a Rookie Player relocates as a result of his inclusion on a Club's Rookie List but he is subsequently not included onto the Club's Primary List before or at the end of his Contract of Service, then subject to Rule 10.13(b)(ii), the Club shall, if requested within two months of the end of his Contract of Service, pay the Rookie Player's reasonable expenses in relocating the Player back to where he lived immediately before his inclusion on the Club's Rookie List.
- (ii) A Club is not obliged to pay the relocation expenses under Rule 10.13(b)(i) if the Player is included on the Primary List or Rookie List of another Club, regardless of where that other Club is located.

(c) Limit and Total Player Payments

The relocation expenses payable under Rules 10.13(a) and 10.13(b) shall be limited to the amounts set out in the Collective Bargaining Agreement and excluded from the calculation of the Club's Total Player Payments.

#### **10.14 Competing in State Body Competition**

A Player listed on the Rookie List of a Club shall:

- (a) in the case of Victorian Clubs, play for the Club's team competing in the AFL Victoria competition or a team competing in that competition which is affiliated or connected to the Club; or
- (b) in the case of a non-Victorian Club, play for a club competing in the competition conducted by the relevant State Body, provided the club for which he plays is based in the same State as the non-Victorian Club; or
- (c) play for a Club otherwise nominated by the AFL.

#### **10.15 Eligibility of Rookie List Player**

- (a) A Rookie Player may nominate himself for a National Draft Selection Meeting in accordance with these Rules at the expiration of his Contract of Service.
- (b) Where a Rookie Player nominates himself and is not selected at a National Draft or Pre-Season Draft Selection Meeting, he may once again be included on his previous or another Club's Rookie List via the Rookie Draft Selection Meeting in that same year, provided he is still eligible to be so included under this Rule 10.

#### **10.16 Eligibility for Selection in the AFL Competition**

A Player listed on a Club's Category A or Category B Rookie List shall be eligible to play for the Club in the AFL Competition.

## 11. Alternative Talent Player

### 11.1 Clubs may sign Alternative Talent Players

- (a) At any time following the conclusion of the AFL Grand Final and prior to the 31 October a Club may include on its List a Player designated as an Alternative Talent by lodging with the AFL the form prescribed in Schedule 1 as Form 37.
- (b) To be designated an Alternative Talent a Player must qualify under Rule 10.5(a) and must have played at senior level in a Recognised Elite Sporting Competition.
- (c) A Club may only have one Player designated as an Alternative Talent on its List at any time and in such case may only include a maximum of two extra Category B Rookies on its Rookie List under Rule 10.1(b), subject to Rule 10.1(c).
- (d) A Player may remain on a Club's List as an Alternative Talent for a maximum of 3 years.

### 11.2 Payments to Alternative Talent Players

- (a) Subject to Rule 11.2(b) and 11.2(c), an Alternative Talent's Football Payments are not included in the Club's Total Player Payments.
- (b) Should an Alternative Talent play in a Senior Match, a proportion of the Alternative Talent's Football Payments will be counted towards the Total Player Payments in that Football Year. The proportion shall be based on the number of Senior Matches played in the Football Year according to the following formula:

$$\left( \text{Base Payment} \times \frac{\text{Number of Senior Matches}}{52} \right) + \text{Senior Match Payments} + \text{Bonus Payments}$$

- (c) For the avoidance of doubt, an Alternative Talent's ASA payments shall be included in the Club's ASA limit.

## **12. Not Used**

## **13. International Scholarship List**

### **13.1 International Scholarship List – Establishment and Number**

Each Club may, in accordance with the provisions of this Rule 13, list eight (8) Players each year on their International Scholarship List up to a maximum of twenty-four (24) Players.

### **13.2 International Scholarship List – Inclusion and Changes**

- (a) Inclusion on International Scholarship List and Registration with AFL
  - (i) A Player shall not be or be deemed to be included on a Club's International Scholarship List unless:
    - (A) he satisfies the criteria set out in Rule 13.2(d); and
    - (B) the Club and the Player comply with sub-rule 13.2(a)(ii) and notification of the Player's inclusion has been received by the AFL in the form prescribed in Schedule 1 as Form 20.
  - (ii) A Player included on a Club's International Scholarship List must be registered with the AFL as a Player in accordance with Rule 4. A Club must lodge with the AFL all documents required under Rule 4, within the time specified in Rule 4.
- (b) International Scholarship Agreement
  - (i) Where a Club includes a Player on its International Scholarship List, it shall in the case of a Player who will be between the age of 15 years and 20 years on or before 31 December in the Football Year that they are first included on an International Scholarship List enter into an International Scholarship Agreement for a minimum of two (2) AFL Football Years.
  - (ii) Where a Club includes a Player on its International Scholarship List, it shall in the case of a Player who will be 21 years of age on or before 31 December in the Football Year that they are first included on an International Scholarship List enter into an International Scholarship Agreement for two (2) AFL Football Years.
  - (iii) Where a Club includes a Player on its International Scholarship List, it shall in the case of a Player who will be 22 years of age or older on or before 31 December in the Football Year that they are first included on an International Scholarship List enter into an International Scholarship Agreement for one (1) AFL Football Year or longer period as approved by the General Counsel.
  - (iv) Any International Scholarship Agreement between a Club and an International Scholarship List Player must specify that such contract will expire or terminate on 31 October of the relevant year.
- (c) Player Eligibility for Inclusion on International Scholarship List

A Player is eligible to be included on the International Scholarship List of a Club only if the Player satisfies the age requirements under Rule 13.2(d) and is not an Australian citizen and the Player has been domiciled in the International Development Region for at least three (3) continuous years before his inclusion

on an International Scholarship List and has not to the satisfaction of the AFL lived in Australia for any substantial period of time prior to his inclusion on the International Scholarship List.

(d) Age Requirements

In order to be included on a Club's International Scholarship List a Player must have attained the age of 15 years or will attain the age of 15 years on or before 31 December in the Football Year that they are first included on an International Scholarship List.

(e) Benefits

An International Scholarship List Player shall be provided with Football Benefits by or on behalf of the Club of a minimum value of:

- (i) \$1,000 per Football Year if the Player remains domiciled in the International Development Region; or
- (ii) \$20,000 per Football Year if the Player is required to be relocated from the International Development Region;

or such other minimum amounts as determined by the Commission from time to time.

(f) Extent of Player Benefits

The Investigations Manager may determine that the value of all or any part of any payment, consideration, advantage or other benefit given or provided to, or applied for the benefit of, an International Scholarship List Player or an Associate of an International Scholarship List Player by or at the direction of a Club or any Associate of a Club, or pursuant to any contract, agreement, arrangement or understanding between a Club, an Associate of a Club, and an International Scholarship List Player or an Associate of an International Scholarship List Player, constitutes a Football Benefit for the purpose of these Rules.

(g) Details to be lodged within 7 days

For the purpose of ensuring compliance with this Rule each Club shall lodge with the AFL:

- (i) a true, complete and accurate copy of each contract for the International Scholarship List Players of that Club and each amendment thereto; and
- (ii) a Memorandum which sets out the terms of any Football Benefits promised, given or applied in respect of an International Scholarship List Player or an Associate of an International Scholarship List Player otherwise than pursuant to a contract,

within 7 days of such contract or amendment being entered into or other agreement, arrangement or understanding being made. A Club which fails to lodge a copy of a contract, amendment or Memorandum as herein referred to shall be liable to a sanction.

Sanction: 10 Units

(h) Declaration - Football Benefits



Where there is a contract or amendment to a contract entered into or other agreement, arrangement or understanding made to which Rule 13.2 applies, an Authorised Officer of the relevant Club and the parent or legal guardian of the International Scholarship List Player shall within the said period of 7 days lodge with the AFL a Declaration in the form prescribed in Schedule 1 as Form 3C and Form 4C, setting out the Football Benefits in respect of the International Scholarship List Player.

### **13.3 International Scholarship List Selection**

- (a) Players eligible for inclusion on a Clubs International Scholarship List may be included on a Club's International Scholarship List at any time other than between 1 July and 31 October of each AFL Season.
- (b) Clubs maintaining an International Scholarship List under Rule 13.1 shall advise the AFL in writing of any changes to its International Scholarship List by a date each year (as determined by the AFL) by lodging with the AFL the form prescribed in Schedule 1 as Form 20 and by lodging with the AFL the form prescribed in Schedule 1 as Form 35.

### **13.4 Inclusion of International Scholarship List Player onto Primary List**

- (a) A Player included on a Club's International Scholarship List shall not play for the Club in the AFL Competition.  
  
(Refer also Rule 5.7)
- (b) Subject to the International Scholarship List Player meeting age requirements under Rule 6, a Club may apply to the AFL to transfer a Player or Players from its International Scholarship List onto its Primary List on the day when its Primary List is lodged with the AFL prior to the National Draft Selection Meeting under Rule 6.1 and must lodge with the AFL the form prescribed in Schedule 1 as Form 33. In which case, the Club shall forfeit its last selection or, if more than one player, its last and each previous draft selection at the National AFL Draft Selection meeting.
- (c) A Player included on a Club's International Scholarship List shall not be promoted onto the Primary List or Rookie List of an AFL Club during the Home and Away Matches or while it continues to compete in the Finals Series.
- (d) Where a Club applies to the AFL to transfer a Player from its International Scholarship List onto its Primary List in accordance with Rule 13.4(b), it must de-list a Player from its Primary List if that is necessary to ensure that the Club does not exceed the number of Players it is able to retain on its Primary List as required under Rule 5.3.

### **13.5 Inclusion of International Scholarship List Player onto Rookie List**

Subject to the International Scholarship List Player meeting age requirements under Rule 10, a Club may apply to the AFL to transfer a Player or Players from its International Scholarship List onto its Rookie List provided it nominates such Player or Players prior to advising the AFL of its Primary List under Rule 6.1(a) (and by lodging with the AFL the form prescribed in Schedule 1 as Form 34) and such Player consents to being nominated on the Rookie List.

### **13.6 Payments to International Scholarship List Players Outside Total Player Payments**

All payments made by a Club to a Player listed on its International Scholarship List are excluded as Football Payments for the purposes of calculating a Club's Total Player Payments.

### **13.7 Compensation – International Scholarship List Players**

Where a Player is included on a Club's International Scholarship List and then included onto the Club's Primary List, transfer fees (if applicable) shall be payable in accordance with the usual practice of the AFL.

### **13.8 National and Pre-Season Draft - Eligibility of International Scholarship List Player**

- (a) If an International Scholarship List Player is not included on a Club's Primary List or Rookie List under Rule 13.4(b) or 13.5, he may nominate himself for a National Draft Selection Meeting, and therefore the Pre-Season Draft Selection Meeting, in accordance with these Rules at the expiration of his Contract of Service.
- (b) Where an International Scholarship List Player nominates himself for and is not selected at a National Draft Selection Meeting, the Club with whom he was an International Scholarship List Player may include him on its Rookie List prior to the Rookie Draft Selection Meeting in accordance with Rule 10.6.

### **13.9 Annual Development Program**

- (a) Clubs must present an annual development program for their International Scholarship List Players for approval by the AFL by 31 January each Football Year which annual development program must contain the minimum requirements set down by the AFL from time to time.
- (b) Clubs shall comply with, observe and perform each of the provisions of the annual development program approved by the AFL under Rule 13.9(a)

### **13.10 Breach of Rule 13**

A breach of any provision of this Rule 13 shall be deemed conduct prejudicial to the draft under Rule 29 and shall be dealt with by the Commission in accordance with the provisions of Rule 29.

### **13.11 Guidelines**

Clubs must comply with any guidelines established from time to time by the AFL in relation to the operation of this Rule 13 including guidelines relating to the approaching and signing of potential International Scholarship List Players.

## 14. Club Academies

### 14.1 Club Academies

Each of the Brisbane Lions, Sydney Swans, Gold Coast Suns and Greater Western Sydney Giants shall establish an Australian football academy to develop junior talent within its Club Academy Region (**Club Academy**).

### 14.2 Academy Eligibility

#### (a) Player Eligibility for Inclusion in Club Academy

- (i) A Player is eligible to be included in a Club Academy only if the Player satisfies the age requirements under Rule 14.2(b) (subject to Rule 14.8) and, unless determined otherwise by the AFL, the Player is domiciled in that Club's Academy Region.
- (ii) Notwithstanding clause 14.2(a)(i), the AFL may direct a Club to include a Player in its Club Academy.

#### (b) Age Requirements

Subject to Rule 14.8, a Player must satisfy the following age requirements in order to be included in a Club's Academy:

- (i) A Player must have attained the age of 10 years or will attain the age of 10 years on or before 31 December in the Football Year that they are first included in the Club Academy.
- (ii) A Player must be under the age of 18 years as at 31 December in the Football Year that they are included in a Club Academy except as provided by Rule 14.8.

### 14.3 Club Academy Agreement and Benefits

#### (a) Club Academy Agreement

- (i) Where a Club includes a Player in its Club Academy (**Club Academy Player**), it shall enter into a Club Academy agreement in a form prescribed by the AFL from time to time (**Club Academy Agreement**).
- (ii) Each Club must submit a list of all Club Academy Players in its Club Academy to the Head of Talent Pathways and State League Competitions using the form prescribed in Schedule 1 as Form 39 by the date determined by the AFL each year.

#### (b) Benefits

A Club Academy Player may be provided with Football Academy Benefits by or on behalf of the Club up to a maximum value of \$25,000 per Football Year, unless otherwise approved by the AFL.

#### (c) Extent of Football Academy Benefits

The Investigations Manager may determine that the value of all or any part of any payment, consideration, advantage or other benefit given or provided to, or applied for the benefit of, a Club Academy Player or an Associate of a Club

Academy Player by or at the direction of a Club or any Associate of a Club, or pursuant to any contract, agreement, arrangement or understanding between a Club, an Associate of a Club, and a Club Academy Player or an Associate of a Club Academy Player, constitutes a Football Academy Benefit for the purpose of these Rules.

- (d) Details to be lodged within 7 days

For the purpose of ensuring compliance with this Rule each Club shall lodge with the AFL

a Memorandum which sets out the terms of any Football Academy Benefits promised, given or applied in respect of a Club Academy Player or an Associate of a Club Academy Player within 7 days of such contract or amendment being entered into or other agreement, arrangement or understanding being made. A Club which fails to lodge a copy of a contract, amendment or Memorandum as herein referred to shall be liable to a sanction.

- (e) Declaration - Football Academy Benefits

Where there is a Club Academy Agreement or amendment to a Club Academy Agreement entered into or other agreement, arrangement or understanding made to which Rule 14.3(b) applies, an Authorised Officer of the relevant Club and the parent or legal guardian of the Club Academy Player shall within the 7 days, lodge with the AFL a Declaration in the form prescribed in Schedule 1 as Form 3F and Form 4E, setting out the Football Academy Benefits in respect of the Club Academy Player.

#### **14.4 Listing of Club Academy Player**

- (a) Players Eligible

Subject to Rule 14.4(d), a Club may include a Club Academy Player on its Primary List or Rookie List if he has been domiciled in the Club's Academy Region for a period of 5 continuous years immediately prior to attaining draft eligibility age, unless otherwise approved by the AFL.

- (b) No Prior Registration

A person cannot be included on a Club's Primary List or Rookie List under Rule 14.4(a) if he has at any time been registered with the AFL as a Player with any Club.

- (c) Requirements for Inclusion on List

Subject to Rule 14.4(d), a Club wanting to include a Player on its Primary List or Rookie List under this Rule 14.4 must submit to the AFL a duly completed application in the form prescribed in Schedule 1 as Form 39A on or prior to such time as determined by the AFL.

- (d) Club Academy Player Draft Selection

A Club may include a Player on its Primary List under this Rule 14 by selecting the Player at the National Draft Selection Meeting in accordance with the Determination for the National Draft Bidding System.

- (e) Club Academy Player Rookie Pre-Selection

- (i) Subject to Rule 14.4(e)(ii), where a Club Academy Player has been nominated in accordance with Rule 14.4(c) and is not selected at a National Draft or Pre-Season Draft Selection Meeting, the Club with whom he is eligible as a Club Academy Player may include him on its Rookie List prior to the Rookie Draft Selection Meeting in accordance with Rule 10.4.
- (ii) By the date nominated by the AFL prior to the Pre-Season Draft Selection Meeting, the Club must provide to the AFL written evidence of the Club's intention to list a Player under Rule 14.4(e)(i) if he is not selected by any Club at the Pre-Season Draft Selection Meeting using the form prescribed in Schedule 1 as Form 34A.

#### **14.5 Payments to Club Academy Players Outside Total Player Payments**

All payments made by a Club to a Club Academy Player in its Club Academy are excluded as Football Payments for the purposes of calculating a Club's Total Player Payments.

#### **14.6 Club Academy Player – Continuing Eligibility**

Unless otherwise determined by the AFL, a Player included in a Club Academy must:

- (a) remain domiciled in that Club's Academy Region; and
- (b) be registered and play in an Australian football competition located in the Club Academy Region; and
- (c) if selected, represent either New South Wales or Queensland (including Allies teams), as the case may be, at any AFL underage national football championships; and
- (d) attend Player screening/testing as directed by the AFL.

#### **14.7 Annual Club Academy Plan**

- (a) Clubs must present a proposed annual plan for their Club Academy for approval by a date as determined by the AFL each Football Year. The proposed Club Academy plan must address any requirements specified by the AFL from time to time. A Club must not implement a plan unless the plan has been first approved in writing by the AFL (**Approved Club Academy Plan**). AFL may approve or reject a Club's proposed annual activity plan in its discretion.

Clubs must comply with, observe and perform each of the provisions of an Approved Club Academy Plan. A Club that does not comply with an Approved Club Academy Plan shall be liable to a sanction.

#### **14.8 Over Age Players**

If a Player is not included on a Club's Primary List or Rookie List after attaining draft eligibility age, a Club may retain the Player in the Club Academy who is aged over 18 years and under 19 years as at 31 December in the Football Year following the year they attain draft eligibility age for a period of one year, provided such player complies with Rule 14.6 and has previously nominated for the National Draft but has not been selected in any Draft.

#### **14.9 Breach of Rule 14**

A breach of any provision of this Rule 14 shall be deemed conduct prejudicial to the draft under Rule 29 and shall be dealt with by the Commission in accordance with the provisions of Rule 29.

#### **14.10 Guidelines**

Clubs must comply with any guidelines established from time to time by the AFL in relation to the operation of this Rule 14 including, without limitation, guidelines relating to the approaching and signing of potential Club Academy Players.

## **15. Next Generation Academies**

### **15.1 Next Generation Academies**

Each Club may establish an Australian football academy to develop junior talent within its NGA Region (**Next Generation Academy**).

### **15.2 Next Generation Academy Eligibility**

#### **(a) Eligibility for Inclusion in Next Generation Academy**

A person is eligible to be included in a Club's Next Generation Academy only if the person:

- (i) satisfies the age requirements under Rule 15.2(b) (subject to Rule 15.9); and
- (ii) satisfies the domicile requirements under Rule 15.2(c).

#### **(b) Age Requirements**

A person must satisfy the following age requirements in order to be included in a Club's Next Generation Academy in a Football Year:

- (i) a person must attain the age of 10 years on or before 31 December in the relevant Football Year; and
- (ii) unless the person is a Qualified NGA Player, a person must be under the age of 15 years as at 31 December of the relevant Football Year;
- (iii) in the case of a Qualified NGA Player, a person must be under the age of 18 years as at 31 December of the relevant Football Year – except as provided by Rule 15.9.

#### **(c) Domicile Requirements**

A person must be domiciled in the Club's NGA Region at the time the person first wishes to enter into a Next Generation Academy Agreement with a Club.

### **15.3 Next Generation Academy Agreement**

- (a) Prior to a person who is eligible under Rule 15.2 being included by a Club in its Next Generation Academy he and his parent or legal guardian must enter into an agreement with the Club in a form prescribed by AFL from time to time (Next Generation Academy Agreement).
- (b) In each year, each Club must lodge with the AFL details of the NGA Players in the Club's Next Generation Academy using the form prescribed by the AFL by the date determined by AFL.

### **15.4 NGA Minimum Requirements**

Each Club that has a Next Generation Academy must at all relevant times comply with the NGA Minimum Requirements. A Club that does not comply with the NGA Minimum Requirements shall be liable to a sanction.

## **15.5 Next Generation Academy Annual Activity Plan**

- (a) Clubs must present a proposed annual activity plan for their Next Generation Academy to AFL by a date as determined by the AFL each Football Year. The proposed annual activity plan must address any requirements specified by the AFL from time to time. A Club must not implement an annual activity plan unless the plan has been first approved in writing by AFL (Approved Annual Activity Plan). AFL may approve or reject a Club's proposed annual activity plan in its discretion.
- (b) Clubs must comply with, observe and perform each of the provisions of an Approved Annual Activity Plan. A Club that does not comply with an **Approved** Annual Activity Plan shall be liable to a sanction.

## **15.6 Football NGA Benefits**

- (a) Football NGA Benefits

A NGA Player may be provided with Football NGA Benefits by or on behalf of the Club up to a maximum value of \$25,000 per Football Year, unless otherwise approved in writing by AFL.

- (b) Extent of Football NGA Benefits

The Investigations Manager may determine that the value of all or any part of any payment, consideration, advantage or other benefit given or provided to, or applied for the benefit of, a NGA Player or an Associate of a NGA Player by or at the direction of a Club or any Associate of a Club, or pursuant to any contract, agreement, arrangement or understanding between a Club, an Associate of a Club, and a NGA Player or an Associate of a NGA Player, constitutes a Football NGA Benefit for the purpose of these Rules.

- (c) Details to be lodged within 7 days

Each Club must lodge with AFL a memorandum in the form prescribed by the AFL which sets out the terms of any Football NGA Benefits promised, given or applied in respect of a NGA Player or an Associate of a NGA Player within 7 days of such arrangement or understanding being entered into. A Club which fails to lodge such memorandum as herein referred to shall be liable to a sanction.

- (d) Statutory Declaration - Football NGA Benefits

Where there is an arrangement or understanding made which involves provision of a Football NGA Benefit in respect of a NGA Player, the Investigations Manager may require an Authorised Officer of the relevant Club and the parent or legal guardian of the NGA Player to lodge with AFL a Statutory Declaration in the form prescribed by the Investigations Manager setting out all details of the Football NGA Benefits in respect of the NGA Player.

## **15.7 Payments to NGA Players Outside Total Player Payments**

All payments made in accordance with these Rules by a Club to a NGA Player in its Next Generation Academy are excluded as Football Payments for the purposes of calculating a Club's Total Player Payments.



## 15.8 Qualified NGA Players

- (a) For the purposes of this Rule 15, a Qualified NGA Player means a NGA Player who:
  - (i) was born in Africa or Asia; or
  - (ii) has a biological parent who was born in Africa or Asia; or
  - (iii) is an Indigenous Person; or
  - (iv) is a CALD NGA Player,and:
  - (v) has not at any time been registered with AFL as a Player with any Club;
  - (vi) unless otherwise permitted by AFL, has not entered into a Next Generation Academy Agreement with a Club other than the Club seeking approval of that NGA Player as a Qualified NGA Player under Rule 15.8(d);
  - (vii) unless otherwise permitted by AFL, has been and continues to be domiciled in the relevant part of the Club's NGA Region from the period after he first entered into a Next Generation Academy Agreement with the relevant Club;
  - (viii) unless otherwise permitted by AFL, has participated in at least 10 matches in the TAC Cup competition, SANFL under 18s Macca's Cup competition, WAFL under 19s Colts competition or the underage national Australian football championships conducted under the auspices of AFL; and
  - (ix) is approved in writing by General Counsel under Rule 15.8(d).
- (b) Qualified NGA Player Draft Selection

Subject to the requirements of this Rule 15.8, a Club may include a Qualified NGA Player as a Player on its Primary List by selecting the Qualified NGA Player at the National Draft Selection Meeting in accordance with the Determination for the National Draft Bidding System.
- (c) Rookie Pre-selection

If a Qualified NGA Player is eligible to be selected in the National Draft Selection Meeting and is not selected, the relevant Club may include the Player on its Rookie List prior to the Rookie Draft Selection Meeting by lodging Form 34A by the date required by the AFL.
- (d) Approval of General Counsel
  - (i) Notwithstanding any other criteria specified in these Rules, the General Counsel must approve in writing each NGA Player wishing to be classified as a Qualified NGA Player.
  - (ii) Such approval may be granted or withheld at the General Counsel's discretion, may be provided on a conditional basis and revoked at any time if the conditions of approval cease to be met.

- (iii) Unless otherwise permitted by the AFL, any request by a Club for approval of a NGA Player as a Qualified NGA Player may be made in writing from the commencement of the Football Year in which the player will have attained the age of 15 years as at 31 December and must be made by no later than a date as determined by the AFL in that Football Year.
  - (iv) A Club will provide all information requested by the General Counsel in relation to any request for approval under this Rule and bears the onus of satisfying the General Counsel in respect of the application that all relevant Rules have been complied with and all criteria have been met.
  - (v) Within 7 days of the General Counsel granting approval under this Rule, a Club must lodge with the AFL an agreement with the Qualified NGA Player in a form prescribed by the AFL and the Qualified NGA Player shall become bound to the Club for the purposes of Rule 15.8(b) and 15.8(c).
- (e) **Operation of Next Generation Academy During Relevant Period**
- Unless otherwise permitted by AFL, in order for a Club to include a NGA Qualified Player as a Player on its Primary List under Rule 15.8(b), a Club must have operated its Next Generation Academy in accordance with the NGA Minimum Requirements during all Football Years from the time that the particular Qualified NGA Player was first registered with that Club up to and including the time of the National Draft Selection Meeting at which the Qualified NGA Player is selected by the Club.
- (f) **Attendance at AFL and State Combines**
- Unless otherwise permitted by AFL, each Qualified NGA Player must attend Player screening/testing as directed by the AFL (including the AFL Combine).
- (g) **Requirements for Inclusion on Primary List or Rookie List**
- Prior to the National Draft Selection Meeting a Club which wants to include a Qualified NGA Player as a Player on its Primary List or Rookie List in accordance with Rules 15.8(b) and 15.8(c) must submit to AFL a duly completed application in the form prescribed by the AFL on or prior to such time as determined by AFL.

## **15.9 Over Age NGA Players**

If a Qualified NGA Player is not included on a Club's Primary List or Rookie List after attaining draft eligibility age, a Club may retain the Qualified NGA Player in the Football Year following the year they attain draft eligibility age for a period of one year in the Club's Next Generation Academy, provided such Qualified NGA Player attends any screening/testing as directed by the AFL (including the AFL Combine), has previously nominated for the National Draft but has not been selected in any Draft and the General Counsel has granted his approval.

## **15.10 Breach of Rule 15**

A breach of any provision of this Rule 15 shall be deemed conduct prejudicial to the Draft under Rule 29 and shall be dealt with by the Commission in accordance with the provisions of Rule 29.

### **15.11 Guidelines**

Clubs must comply with any guidelines established from time to time by AFL in relation to the operation of this Rule 15 including, without limitation, guidelines relating to the approaching and signing of potential NGA Players.

## **16. Not Used**

## 17. Free Agency

### 17.1 Free Agents

- (a) Unless a Player is a Restricted Free Agent, a Player who:
  - (i) is party to a Contract of Service with a Club that expires on or prior to 31 October in a particular year (relevant year); and
  - (ii) prior to or upon the expiration of the Contract of Service referred to in Rule 17.1(a)(i), has been on that Club's Primary and/or Rookie List for eight or more consecutive AFL Seasons,will be a Free Agent in the relevant year and at the end of each subsequent Standard Playing Contract.
- (b) A Player who:
  - (i) is on the Primary List of a Club; and
  - (ii) subject to Rule 17.1(c), is removed from the Primary List by that Club on or before the final list lodgement date in a particular year (relevant year);will be a Free Agent in the relevant year and in each subsequent year.
- (c) A Player who elects to retire or has lodged a 'Player Request for Removal from a List' form in the form prescribed in Schedule 1 as Form 40, will not be a Free Agent under Rule 17.1(b) in the relevant year.
- (d) A Player who:
  - (i) is a Rookie Player in a particular year (relevant year); and
  - (ii) subject to Rule 17.1(e), has not received an offer from his Current Club to enter into a Contract of Service for a further period of one year,will be a Free Agent in the relevant year and in each subsequent year.
- (e) A Player who is a second year Rookie Player and receives an offer from his Current Club to be retained as a third year Rookie Player but does not accept that offer will be a Free Agent in the relevant year and in each subsequent year.
- (f) By the date nominated by the AFL, each Club must submit a list of Rookies who did not accept an offer for a Contract of Service for a further term using the form prescribed in Schedule 1 as Form 40A.

### 17.2 Restricted Free Agents

- (a) A Player who:
  - (i) otherwise meets the criteria under Rule 17.1(a) in a particular year (**relevant year**); and
  - (ii) as at the date determined by the AFL under Rule 17.3 (relevant date), is entitled to Guaranteed Payments for the relevant year that places that Player:

- (A) where a Club has 40 Players on its Primary List as at the relevant date, within the top 10 ranked Players on the Club's Primary List; or
- (B) where a Club has less than 40 Players on its Primary List as at the relevant date, within the top 9 ranked Players on the Club's Primary List;
- (C) in respect of Guaranteed Payments for the relevant year, such rankings to be determined by the AFL,

will be a Restricted Free Agent in the relevant year.

- (b) A Player who meets the criteria under Rule 17.2(a) will not be a Restricted Free Agent, and will be a Free Agent, in a particular year where his Contract of Service expires on or before 31 October in a particular year being equal to or greater than his tenth consecutive year as a Player on the Primary and/or Rookie List of the Player's Current Club.

### **17.3 List of Free Agents and Restricted Free Agents**

- (a) On a date determined by the AFL prior to the commencement of the first round of Home and Away Matches in each AFL Season the AFL will notify Clubs and the AFLPA of the list of all Free Agents under Rule 17.1 and Restricted Free Agents for that particular year.
- (b) Following publication of the list referred to in Rule 17.3(a), a Player will remain classified as a Free Agent under Rule 17.1(a) or Restricted Free Agent until the conclusion of the applicable Free Agency Period in that year, unless he enters into a new Contract of Service with his Current Club.

### **17.4 Movement of Free Agents**

- (a) Other than where a Free Agent enters into a Contract of Service following selection in a Draft or as part of an exchange under Rule 9, a Free Agent may only enter into a Contract of Service for the following AFL Season or an agreement, arrangement or understanding to enter into a Contract of Service for the following AFL Season during the applicable Free Agency Period, unless he enters into a new Contract of Service with his Current Club prior to or during that period.
- (b) Where a Club enters into a Contract of Service or an agreement, arrangement or understanding to enter into a Contract of Service with a Free Agent during the applicable Free Agency Period the Club must promptly lodge with the AFL a completed and accurate form in the form prescribed in Schedule 1 as Form 42.
- (c) Upon entry into a Contract of Service by a Club and Free Agent, the relevant Club must lodge documents with the AFL in accordance with Rules 4.2, 28.3(c) and 28.3(d).
- (d) A Player may, by Power of Attorney, appoint an attorney to sign a document on his behalf under this Rule.
- (e) Any Contract of Service entered into under Rule 17.4 shall take effect on 1 November in that year.

- (f) For the avoidance of doubt, any Club wishing to enter into a Contract of Service with a Free Agent after lodgement of Football Payments pursuant to Rule 7.9, must first seek the approval of the Investigations Manager.

## **17.5 Movement of Restricted Free Agents**

- (a) Other than where a Restricted Free Agent enters into a Contract of Service following selection via the Draft or as part of an exchange under Rule 9, a Restricted Free Agent may only enter into a Contract of Service for the following AFL Season or an agreement, arrangement or understanding to enter into a Contract of Service for the following AFL Season:
  - (i) during the applicable Free Agency Period;
  - (ii) for a minimum term of two years; and
  - (iii) subject to the other provisions of this Rule 17.5,unless he enters into a new Contract of Service with his Current Club.
- (b) A Restricted Free Agent who wishes to enter into a Contract of Service with a Club other than his Current Club (Offering Club), other than via the Draft or as part of an exchange under Rule 9, may only seek to do so during the applicable Free Agency Period and must first submit to the AFL full details of one proposed contract, arrangement, agreement or understanding (including details of any Additional Services agreement payments) in the form prescribed in Schedule 1 as Form 41, signed by both the relevant Player and the Offering Club (Offer). The full details of the Offer must be submitted to the AFL within 24 hours of finalising those details and by no later than the end of the applicable Free Agency Period.
- (c) AFL will promptly provide a copy of the Offer to the Restricted Free Agent's Current Club.
- (d) The Restricted Free Agent's Current Club has the right to match the proposed contract, arrangement, agreement or understanding in respect of the Restricted Free Agent on identical terms to the Offer in relation to each of:
  - (i) contract length;
  - (ii) base payments;
  - (iii) total match payment rates;
  - (iv) total Additional Services agreement payments; and
  - (v) total performance incentives based on AFL awards or honours, Club best and fairest finish and matches played, but excluding Finals.

For the avoidance of doubt, incentive payments for team performance are not required to be matched by the Current Club.

- (e) If a Restricted Free Agent's Current Club wants to match the terms of the Offer under Rule 17.5(d) it must provide notice to AFL using the form prescribed in Schedule 1 as Form 41 (Matching Offer). The Matching Offer must be provided to AFL within three days of the Current Club receiving the Offer from the AFL.

- (f) AFL will promptly provide a copy of any Matching Offer to the relevant Restricted Free Agent.
- (g) Where a Restricted Free Agent's Current Club matches the Offer and the Player wishes to participate in the AFL Competition in the following year, the Restricted Free Agent must either:
  - (i) enter into a Contract of Service in accordance with the Matching Offer with his Current Club within 7 days of the provision of notice of the Matching Offer to the restricted Free Agent under Rule 17.5(e); or
  - (ii) nominate for the Draft (unless the Player is part of an exchange under Rule 9).
- (h) A Restricted Free Agent may only undertake the process set out in Rule 17.5(b) once in total in any year in which he is a Restricted Free Agent.
- (i) Where:
  - (i) a Restricted Free Agent's Current Club does not match the terms of the Offer in accordance with the process and within the time period prescribed by Rule 17.5(e), and
  - (ii) the Restricted Free Agent and his Current Club, have not agreed to enter into a Contract of Service on different terms to the Offer within three days of the Current Club receiving the Offer from the AFL,

the relevant Player and the Offering Club must promptly enter into a Contract of Service in accordance with the terms of the Offer and lodge documents with the AFL in accordance with Rules 4.2, 28.3(c) and 28.3(d).
- (j) Nothing in this Rule 17.5 prevents a Restricted Free Agent's Current Club making an offer, or a Restricted Free Agent accepting an offer from his Current Club, in relation to a Player's services on different terms to the Offer within three days of the Current Club receiving the Offer from the AFL.
- (k) A Player may, by Power of Attorney, appoint an attorney to sign a document on his behalf under this Rule.
- (l) Any Contract of Service entered into under this Rule 17.5 shall take effect on 1 November in the relevant year.
- (m) Where any Club enters into a Contract of Service with a Restricted Free Agent under Rule 17.5(g) or (i) (and for the avoidance of doubt, not in the case of a Contract of Service entered into under Rule 17.5(j) the Club may elect to allocate payments under the Contract of Service (including incentives) and any Additional Services agreement to the relevant Player evenly over the period of the contract(s) for Total Player Payment purposes, subject to the approval of the General Counsel. The Club must make any election to allocate payments under this Rule within 7 days of entry into the Contract of Service and immediately notify the AFL of the election. Any election by the Club to allocate payments under this Rule does not impact the time for actual payments to the Player, which must be in accordance with the contract(s).

## **17.6 Compensation**

- (a) Where in a particular year one or more Free Agent(s) under Rule 17.1(a) and/or Restricted Free Agent(s) move from a Club's Playing List (the first mentioned



Club) to the Playing List of one or more other Clubs pursuant to the operation of Rule 17.4 or 17.5, the first mentioned Club may be entitled to a compensatory selection(s) in the next occurring National Draft Selection Meeting as follows:

- (i) any compensatory selection(s) shall be allocated in accordance with guidelines determined by the AFL;
- (ii) National Draft Selections will be allocated to one of five places:
  - (A) First round;
  - (B) End of First Round;
  - (C) Second Round;
  - (D) End of Second Round;
  - (E) Third Round;
- (iii) a National Draft Selection allocated under Rule 17.6(a)(ii)(A), (C) or (E) shall be taken by the Club immediately after the Club's selection in that Round (as determined by Rule 6.2(b));
- (b) For the avoidance of doubt, any entitlement to a compensatory selection may be exchanged in accordance with Rule 9.

#### **17.7 Rule 6.5 – Compliance Paramount**

Any Rules restricting the time for Clubs to enter into contracts, agreements, arrangements or understandings with a Player who is included on the List of another Club are of paramount importance. Nothing in this Rule 15 limits the operation of Rule 6.5.

## **18. Relist – Exceptional and Compelling Circumstances**

### **18.1 Application for Relisting**

- (a) A Player and Club may apply to the AFL for a special ruling that the Player who has been or is to be delisted from the Club may be relisted by the Club.
- (b) Such application may be made at any time up to 17 October in the year that the Player is to be relisted.

### **18.2 Grounds for Relisting**

- (a) Permission will only be granted under clause 18.1 if the Club and Player can satisfy the AFL in its absolute discretion that exceptional and compelling circumstances apply.
- (b) It is a pre-condition to the granting of approval that the Player spent no more than one Season removed from the Club's List and that the Player did not receive a Football Payment by the Club during this time.
- (c) It is a further pre-condition that if the Player was on the Primary List, he must be relisted on the Primary List.

### **18.3 Approval Procedure**

Where a Club proposes to transfer a formerly delisted Player back onto its List, the following procedure shall apply:

- (a) an Officer of the Club shall as soon as practicable, and no later than 17 October in the year that the Player is to be relisted, complete an "Application to Relist a Player on a Club's List" in the form prescribed in Schedule 1 as Form 38 (**Application**);
- (b) the Player shall sign the Application as evidence of his consent to being listed on the Club's List;
- (c) the Officer of the Club shall lodge the Application with the AFL, together with supporting evidence giving full particulars of the exceptional and compelling circumstances which apply;
- (d) the AFL may in its absolute discretion, approve or disapprove the listing of the Player on the Club's List or require further evidence prior to determining whether to approve or disapprove the Application; and
- (e) where the AFL gives its approval, the Club shall include the Player's name on the list submitted in accordance with the AFL Rules.

## **19. Special Assistance**

### **19.1 Scope of Rule**

This Rule 19 shall apply notwithstanding any other contrary provision of these Rules and all other Rules shall be read and construed so as to give full effect to this Rule 19.

### **19.2 Special Assistance**

- (a) At the conclusion of the Home and Away Matches in each Football Year, the Commission may determine in its absolute discretion that a Club is entitled to one or more priority selections at the next occurring National Draft Selection Meeting. Such right to one or more priority draft selections shall be exercisable during the Draft as directed by the Commission.
- (b) The Commission will exercise its discretion under this Rule 19 only in exceptional circumstances taking into account a recommendation from the AFL Executive, the recent on field performance of a Club and any other matter the Commission in its absolute discretion regards relevant.

### **19.3 Determinations of the Commission**

The right of any Club to a priority draft selection under Rule 19.2 shall be subject to any sanctions imposed by the Commission and any determination of the Commission in relation to the order of selection.

### **19.4 Priority May be Traded**

Any priority draft selection under this Rule 19.4:

- (a) may be exchanged in accordance with Rule 9;
- (b) cannot be utilised pursuant to the Father/Son Rule (Rule 8); and
- (c) cannot be utilised pursuant to the Listing of Club Academy Player (Rule 14.4).
- (d) Premiership Points lost under Rule 29.21(a) or Rule 29.21(b), shall be treated as having accrued to the relevant Club; and
- (e) where a Club was ineligible to receive Premiership Points under Rule 29.21(a) or Rule 29.21(b), the Club shall be deemed to have accrued the number of Premiership Points which it would have accrued if all Matches had been won during such period of ineligibility.

## **20. No Commissions**

### **20.1 No Commissions Offered or Paid by Clubs**

Without limiting any other Rule, a Club must not directly or indirectly:

- (a) enter into, make or be party to any agreement, arrangement, understanding, promise or undertaking whether express or implied and whether or not enforceable or intended to be enforceable; and/or
- (b) enter into, carry out or give effect to any scheme, plan, proposal, action, course of action or course of conduct,

whereby the Club or any Associate of the Club offers or provides to any person other than a Player (including where the person is an Accredited Agent) any benefit in cash or kind in connection with the drafting or exchange of a Player or the entry or retention of any person on any List of a Club.

### **20.2 No Commissions Offered or Paid by Associates of Clubs**

Each Club must ensure that any Associate of the Club does not engage in conduct that, if undertaken by the Club, would contravene Rule 20.1.

### **20.3 Authorisation of Payment**

A Club will not contravene Rule 20.1 or 20.2 if the offer or provision of any benefit in cash or kind is authorised by the General Counsel.

### **20.4 Guidelines**

The AFL may from time to time issue guidelines as to the conduct prohibited under Rule 20.1 or 20.2.

### **20.5 Club to Notify of Conduct in Contravention of Rules 20.1 or 20.2**

A Club must immediately notify the General Counsel and forthwith provide to the General Counsel all relevant information known to the Club of any conduct that may constitute a contravention of Rule 20.1 or 20.2.

## **21. Arbitration**

### **21.1 Definitions**

For the purposes of this Rule:

**“a relevant Rookie”** means a Rookie Player who is promoted to a Club’s Primary List and whose Football Payments are fixed under the Collective Bargaining Agreement. A relevant Rookie does not include a Rookie Player who was initially listed by a Club as an International Player or a Player who had not been registered as a Player in an Australian Football competition for three years immediately before his inclusion on the Club’s Rookie List.

**“a first year draft choice Player”** includes such Player in his second year.

### **21.2 Minimum Payments Apply**

Notwithstanding any other provision of these Rules, a Player who nominated for inclusion in any Draft without specifying the Football Payments he requires or who nominated Football Payments less than the minimum or fixed Football Payments which apply to the Player in the Collective Bargaining Agreement and who is selected at a Draft Selection Meeting, shall be entitled to Football Payments from the Club which selects him in accordance with the minimum or fixed Football Payments applicable under the Collective Bargaining Agreement. Nothing in this Rule 21.2 shall prevent:

- (a) an Arbitrator determining that a Player is entitled to Football Payments which exceed the minimum or fixed amounts contained in the Collective Bargaining Agreement; or
- (b) a Player (other than a first year draft choice Player, or a relevant Rookie) and the Club agreeing to Football Payments which exceed the minimum contained in the Collective Bargaining Agreement.

### **21.3 Players May Apply to Arbitrator to Determine Football Payments**

- (a) The following Players may apply to an Arbitrator to determine Football Payments:
  - (i) A Player (other than a first year draft choice Player) who is selected at any Draft and who did not nominate the Football Payments he requires and where the Player claims that the Club which selected him has failed to make the Player a reasonable offer of employment; or
  - (ii) a Rookie (other than a relevant Rookie) who is promoted to a Club’s Primary List and where the Player claims that the Club which promoted him has failed to make the Player a reasonable offer of employment; or
  - (iii) a first year draft choice Player or a relevant Rookie, where the Player claims that the provisions of the Collective Bargaining Agreement which limit the Football Payments which can be paid to such Player operate to unreasonably restrain his trade as a professional footballer.
- (b) An application by a Player under this Rule shall be made by lodging with the General Counsel a notice in writing in the form prescribed in Schedule 1 as Form 13 (“the Player’s Notice”) within the following times:

- (i) in the case of any Rookie promoted to a Club's Primary List, within 14 days of promotion;
  - (ii) in the case of a first year draft choice Player, within 30 days of selection and again within 15 days of the next National Draft Selection Meeting; or
  - (iii) in the case of any other Player under this Rule, within 60 days of the date of being selected.
- (c) The obligation of the Club set out in Rule 21.2 shall not (save where the Player agrees otherwise in writing) constitute an agreement on the Football Payments of a Player's Contract of Service for the purposes of this Rule 21.3.

#### **21.4 Contents of Notice**

The Player's Notice shall, where applicable, state:

- (a) full details of the Player's offer or offers of employment to the Club which selected him;
- (b) full details of any offer or offers of employment made by the Club which selected him;
- (c) a summary of the negotiations between the parties to the date of lodgement of the Player's Notice; and
- (d) in the case of a first year draft choice Player or a relevant Rookie:
  - (i) full particulars of how the fixed Football Payments contained in the Collective Bargaining Agreement operate to unreasonably restrain the Player's trade as a professional footballer; and
  - (ii) the total Football Payments which the Player requires to be paid.

#### **21.5 Service on AFL and the Club**

A copy of the Player's Notice shall be served upon the Club which selected or promoted the Player at the same time as or as soon as possible after delivery of the original to the General Counsel.

#### **21.6 Answering Notice**

In the event that the Club disputes the contents of the Player's Notice, the Club may file an answering Notice in the form prescribed in Schedule 1 as Form 14 such answering notice to be filed with the Arbitrator and served on the Player and the AFL within 7 days of receipt of the Player's Notice.

#### **21.7 AFL to Schedule Arbitration**

As soon as practicable after receiving the Player's Notice, the AFL shall fix the date, time and place for the Arbitration and advise the relevant Club and Player of those particulars.

#### **21.8 Arbitrator to Determine**

After considering the material before him and making such other inquiries as he deems necessary or desirable, the Arbitrator shall determine whether in his opinion the Club's offer of employment to the Player was a reasonable offer or whether the provisions of

the Collective Bargaining Agreement which limit the Football Payments which can be paid to the Player operate to unreasonably restrain the Player's trade as a professional footballer.

### **21.9 Time for Determination**

The Arbitrator shall make his determination within 21 days of receipt of the Player's Notice or as soon as practicable thereafter.

### **21.10 Arbitrator to Consider**

For the purposes of making a determination the Arbitrator shall have regard to:

- (a) the Player's age;
- (b) the Player's skill and ability as a footballer;
- (c) the Player's fitness;
- (d) the Player's potential contribution to the Club;
- (e) the relative level of payments to Players of the Club and other Clubs;
- (f) the Total Player Payments;
- (g) any hardship to the Player; and
- (h) any other matters which the Arbitrator considers relevant or necessary to ensure that the Player is not unreasonably restrained in his trade as a professional footballer.

### **21.11 Player May Remain Bound**

If after taking into account the matters referred to in this Rule 21 the Arbitrator determines that the offer made by the Club to the Player was a reasonable offer of employment or that the provisions of the Collective Bargaining Agreement which limit the Football Payments which can be paid to the Player do not operate to unreasonably restrain the Player's trade as a professional footballer, then the Player shall remain bound to that Club.

### **21.12 Player May be Eligible to be Selected at Next Draft**

- (a) If after taking into account all the matters referred to in this Rule 21 the Arbitrator determines that the offer of employment made by the Club was unreasonable or that the provisions of the Collective Bargaining Agreement which limit the Football Payments which can be paid to the Player operate to unreasonably restrain the Player's trade as a professional footballer, then the following shall apply:
  - (i) in the case of a first year draft choice Player or a relevant Rookie:
    - (A) the Arbitrator shall determine the Football Payments to be paid to the Player;
    - (B) the Football Payments determined by the Arbitrator shall constitute an offer by the Player to the Club, made on the date of the determination;

- (C) the Club may accept that offer and enter into a Contract of Service with the Player containing the Football Payments determined by the Arbitrator; and
  - (D) if the Club does not accept the offer within 7 days of the offer being made, the Player shall be eligible to be selected by any other Club at the next Draft Selection Meeting provided that the Player may only be selected on the basis that he be paid the Football Payments determined by the Arbitrator.
- (ii) in the case of any other Player, then the Player shall be eligible to be selected by any Club at the next Draft Selection Meeting provided that the Player may only be selected on the basis that he be paid the Football Payments required by him as set out in the Player's Notice.
- (b) The Arbitrator shall at the time of determination, (or in the case of a first year draft choice Player or a relevant Rookie, as soon as practicable after the Club does not accept the offer) publish the Football Payments determined by the Arbitrator or as set out in the Player's Notice, as the case may be, and the AFL shall within 7 days of such publication circulate such Football Payments to all Clubs.

### **21.13 Player's Notice to constitute offer**

The circulation of such Football Payments under Rule 21.12(b) shall constitute an offer by the Player to any Club which selects the Player to accept employment on such Football Payments and a Club shall be deemed to have accepted such offer of employment upon selecting the Player. The Player and the Club shall thereupon execute a Contract of Service containing the said Football Payments.

### **21.14 Appeals**

A Club or a Player aggrieved by the determination of the Arbitrator may appeal that determination to the Appeal Board in accordance with Rule 42.



## **22. Exceptional and Compelling Circumstances**

### **22.1 Grounds for Release**

A Player selected by a Club at a Draft Selection Meeting may apply to the Appeal Board within 14 days of being selected to be released from the Club which has selected him on the ground that there are exceptional and compelling circumstances which make it harsh and unconscionable for the Player to remain bound to that Club. To the extent that any Rule in Rule 22 is inconsistent with any other Rule, the provisions of Rule 22 shall prevail.

### **22.2 Application for Release**

An application under Rule 22.1 shall be by notice in writing to the Appeal Board in the form prescribed in Schedule 1 as Form 15. A true copy of such notice shall be delivered to the Club and the AFL as soon as practicable after lodgement with the Appeal Board.

### **22.3 Contents of Notice**

Any notice referred to in Rule 22.2 shall stipulate:

- (a) full particulars of the exceptional and compelling circumstances which make it harsh and unconscionable for the Player to remain bound to the Club;
- (b) the Club or Clubs with which there would be no exceptional and compelling circumstances which would make it harsh and unconscionable for the Player to have to play;
- (c) the terms and conditions upon which the Player would be prepared to play for the Club or Clubs referred to in Rule 22.3(b) provided that if the Player had previously completed a Nomination Form and nominated the Football Payments he required the Player must nominate the same Football Payments.

### **22.4 Notice to be Circulated**

Any notice referred to in Rule 22.2 shall be circulated by the AFL to all Clubs within 7 days of its receipt by the AFL.

### **22.5 Clubs May Join in Appeal**

Any Club which desires to employ the Player referred to in the said notice and in accordance therewith shall inform the Appeal Board and the said Player by notice in writing in the form prescribed in Schedule 1 as Form 16. A true copy of such Notice shall be delivered to the AFL at the same time as delivery to the Appeal Board. Upon the General Counsel being satisfied that the employment of the Player by the Club or the compensation received by the Club which originally selected the Player will not result in the Club exceeding either the Total Player Payments or the maximum number of listed Players it is allowed under these Rules, the said Club shall thereafter become a party to the appeal and shall have the right to appear and be heard before the Appeal Board at the hearing.

### **22.6 Time for Hearing Appeal**

The Appeal Board shall hear any appeal referred to hereunder within 28 days of the date of delivery of the notice referred to in Rule 22.2 or as soon as practicable thereafter.

## **22.7 Requirements for Release**

The Appeal Board may order the release of a Player under this Rule 22 if it is satisfied that:

- (a) there are exceptional and compelling circumstances which make it harsh and unconscionable for the Player to remain bound to the drafting Club; and
- (b) the Player has at all times acted honestly and reasonably and ought in all the circumstances of the particular case be granted the relief sought; and
- (c) no Club has been involved either directly or indirectly in the Player's decision to make application under this Rule; and
- (d) there is a Club or Clubs which would employ the Player on his stated terms and conditions and where there were not exceptional and compelling circumstances that would make it harsh and unconscionable for the Player to be employed by such Club or Clubs.

## **22.8 Lowest Club to Have Right to Employ Player**

Where the Appeal Board has determined that a Player should be released under this Rule 22 then the Player shall be released and the following procedure shall apply:

- (a) Where there is only one eligible Club the Appeal Board shall offer the right to employ the Player to such eligible Club which offer the Club must immediately accept or decline.
- (b) Subject to any determination by the Commission in relation to the order of selection, where there is more than one eligible Club the Appeal Board shall convene a meeting of the eligible Clubs and shall offer the right to employ the Player to each eligible Club commencing with the eligible Club placed lowest on the Final Premiership Ladder at the completion of the last AFL Season and moving in reverse order to the position of the eligible Clubs on the Final Premiership Ladder until one eligible Club accepts the offer. A Club's position on the Final Premiership Ladder shall take into account any sanctions imposed by the Commission under Rule 29, whenever they are imposed. An eligible Club to which an offer is made under this Rule must immediately accept or decline the offer.
- (c) If an eligible Club accepts an offer made under Rule 22.8(a) or Rule 22.8(b) then the Club shall be deemed to have employed the Player on his stated terms and conditions.
- (d) If no eligible Club accepts an offer made under Rule 22.8(a) or Rule 22.8(b) then the Player shall be eligible to be selected at the next Draft Selection Meeting.
- (e) For the purposes of this Rule 22.8 "eligible Club" shall mean a Club which the Appeal Board is satisfied:
  - (i) is a Club which is willing to employ the Player applying under Rule 22.1 on the terms and conditions stated by him;
  - (ii) is a Club where there are no exceptional and compelling circumstances which make it harsh and unconscionable for the Player to be bound to that Club; and

- (iii) is a Club which has made a sufficient offer of compensation to the Club which originally selected the Player.

## **22.9 Compensation**

For the purpose of Rule 22.8(e) the compensation offered may only be an assignment of Draft selections at the next National Draft Selection Meeting, exchange of Players or a combination of both provided that the written consent of any Player the subject of a proposed exchange shall be provided to the Appeal Board.

## **22.10 Listing**

Following a determination under this Rule 22 the Appeal Board shall provide to the AFL the following:

- (a) the name of the Player released under this Rule 22; and
- (b) the eligible Club (if any) which is deemed to have employed the Player,

after which the AFL shall list the Player or Players with the Club or respective Clubs in order to carry into effect the determination of the Appeal Board.

## **23. Assignment of Contracts**

### **23.1 Players' Right on Assignment**

Where a Player's Contract of Service is assigned by a Club to a third party other than the AFL or an administrator or administrators appointed by the AFL pursuant to a Club Licence Agreement, the Player whose Contract of Service is assigned shall be deemed to be drafted on the date of assignment to such third party for the purpose only of allowing the Player to exercise the rights set out in Rule 22 at any time up to 14 days from the date of assignment. The provisions of Rule 22 shall apply with the necessary amendments to any such Player.

## **24. Eligibility of Unlisted Players**

### **24.1 Unavailability of Listed Players**

In the event of the number of available Players on the List of any Club reducing through injury, illness, or other incapacity to 22 or less the AFL may in its absolute discretion grant to such Club the right to include in the Team of the Club a Player or Players other than a Player or Players listed with such Club for such period and upon such terms and conditions as the AFL shall in its absolute discretion determine. Without limitation to the foregoing any Club which claims that a Player or Players is or are unavailable through injury or illness shall not be entitled to the benefit of this Rule 24 unless such Club shall have obtained from the AFL Medical Director a certificate in support thereof.

**25. Not used**

## **26. Long Term Injury List**

### **26.1 Long Term Injury List**

- (a) Where a Player is suffering from a Long Term Injury, a Club may, in accordance with this Rule 26, apply to the AFL to remove the Player's name from its Primary List and include the Player's name on its Long Term Injury List.
- (b) Where a Player is included on the Club's Long Term Injury List, a Club may apply to the AFL to remove a Player's name from its Category B Rookie List and include that Player's name on its Primary List. A Club shall nominate the Player to be transferred from its Rookie List to its Primary List by including that Player's name on the Application to be lodged with the AFL in accordance with Rule 26.2.

### **26.2 Approval of the AFL**

- (a) Where a Club proposes to transfer a Player from its Primary List to its Long Term Injury List, the following procedure shall apply:
  - (i) an Officer of the Club shall as soon as practicable, complete an "Application for Inclusion on Long Term Injury List" in the form prescribed in Schedule 1 as Form 23 ("the Application");
  - (ii) the Officer of the Club and the Club Medical Officer shall sign the Application;
  - (iii) the injured Player shall sign the Application as evidence of his consent to being transferred to the Long Term Injury List;
  - (iv) where the Club proposes to transfer a Player from its Rookie List to its Primary List to replace the injured Player on the Club's Primary List, the Player from the Rookie List shall also sign the Application as evidence of his consent to the transfer;
  - (v) the Officer of the Club shall lodge the Application with the General Counsel, together with supporting medical evidence which verifies that the injured Player is suffering from a Long Term Injury;
  - (vi) the General Counsel may in his absolute discretion, approve or disapprove the transfer of the injured Player to the Club's Long Term Injury List or require such further medical evidence, including without limitation a medical report from a duly qualified medical practitioner approved by the General Counsel, prior to determining whether to approve or disapprove the transfer; and
  - (vii) where the General Counsel gives his approval, the injured Player shall from that time be deemed to be included on the Club's Long Term Injury List and any Rookie List Player referred to on the Application shall be deemed to be included on the Club's Primary List.
- (b) The transfer of a Player to a Club's Long Term Injury List or Primary List under this Rule 26.2 shall not take effect until the General Counsel has notified his approval under Rule 26.2(a). Where the General Counsel does not approve the transfer of the injured Player to the Club's Long Term Injury List, he shall notify the Officer of the Club and the Application shall be of no effect.

### **26.3 Consultation**

The General Counsel may consult with the AFL Medical Director prior to exercising his discretion to approve or disapprove the transfer of an injured Player to a Club's Long Term Injury List.

### **26.4 Duration on Long Term Injury List**

- (a) An injured Player transferred to a Club's Long Term Injury List is ineligible to play in the AFL Competition or a State Body competition for a minimum period of 6 weeks, commencing from the day on which the General Counsel gives his approval for the injured Player to transfer to the Club's Long Term Injury List.
- (b) A Club is unable to transfer an injured Player to its Long Term Injury List, after 2.00pm on the Thursday following Round 18 of the Home and Away Matches in each year (or after such other time determined by the General Counsel).

### **26.5 Transfer from Long Term Injury List to Primary List**

- (a) Subject to Rule 26.4 and 26.5(b), a Club may make written application in the form prescribed in Schedule 1 as Form 23(A) to the General Counsel for the transfer of a Player from its Long Term Injury List to the Club's Primary List provided that the Club Medical Officer or the medical practitioner who has treated the Player certifies that the Player has recovered from his injury or illness sufficiently to allow the Player, having due regard to his health and safety, to play in a Match and such certification is lodged with the application. Upon receipt of such application, the General Counsel shall give effect to the request of the Club.
- (b) Where a Player is transferred from a Club's Long Term Injury List to its Primary List, the Club may request the General Counsel to:
  - (i) transfer the Player transferred from the Club's Rookie List under Rule 26.1(b) back to the Club's Rookie List unless that Player is included on the Club's Primary List at the time it is lodged with the AFL under Rules 6.1 or 7.2; or
  - (ii) transfer from the Club's Primary List to the Club's Rookie List another Player who is eligible to be included on the Club's Rookie List at the time of transfer.
- (c) Where a Club gives notice to the General Counsel in accordance with Rule 26.5(b), the General Counsel shall, upon being satisfied that the requirements therein set out are satisfied, give effect to the request of the Club.

### **26.6 Treatment and Amount of Football Payments – Rookie List Player and Injured Player**

- (a) Where a Player is transferred from a Club's Rookie List to its Primary List under Rule 26.1(b), the Football Payments in respect of that Player shall be excluded from the Club's Total Player Payments until:
  - (i) such Player is included on the Club's Primary List after the return of the injured Player to the Club's Primary List; or
  - (ii) where the Rookie List Player is included on the Club's Primary List under Rules 6.1 or 7.2, or



(iii) the injured Player is deleted from the Injury List,

whereupon the Football Payments which, from that date are included in the Club's Total Player Payments, shall include Match payments and a proportion of the Player's base payment calculated by dividing the base payment by the total number of Home and Away Matches and multiplying that amount by the number of Home and Away Matches remaining in that Football Year.

(b) The Football Payments in respect of a Player included on a Club's Long Term Injury List shall be included in the Club's Total Player Payments.

## **26.7 Lodgement of Primary List (Rule 6.1)**

If a Club intends to retain a Player who is on its Long Term Injury List at the end of the Football Year, the Club must transfer the Player from its Long Term Injury List to its Primary List at the time the Primary List is lodged with the AFL under Rule 6.1 and maintain such Player on its Primary List until after the completion of the Rookie Draft Selection Meeting. If the Player is still suffering a Long Term Injury after completion of the Rookie Draft Selection Meeting, the Club may again seek the approval of the General Counsel to include the Player on its Long Term Injury List in accordance with this Rule 26.2.

## **27. Collective Bargaining Agreement**

### **27.1 Purpose of Collective Bargaining Agreement**

The AFL has entered into a Collective Bargaining Agreement with the AFLPA for the purposes of:

- (a) recognising the AFLPA as a representative body of Players participating in the competitions conducted by the AFL;
- (b) establishing and maintaining an effective framework for protecting conditions of employment of Players;
- (c) ensuring proper protection for Players in respect of health and safety;
- (d) assisting in the establishment of schemes to assist and advise Players prior to, during and following their career as an AFL footballer;
- (e) ensuring that sponsors of the AFL and sponsors of AFL Clubs are able to obtain the benefits of association with the AFL, the AFL Clubs and the competitions conducted by the AFL;
- (f) ensuring the commodity licensees of the AFL are able to obtain the benefits of association with the AFL, the AFL Clubs and the competitions conducted by the AFL;
- (g) providing a fair and equitable mechanism for the resolution of disputes between the AFL, AFL Clubs and AFL Players; and
- (h) ensuring that Australian football prospers as a sport and form of entertainment.

### **27.2 Clubs Bound by Collective Bargaining Agreement**

In pursuance of the purposes set out in Rule 27.1 and to ensure that Clubs are bound by the provisions of the Collective Bargaining Agreement as if each of the Clubs were a party thereto, each Club shall:

- (a) comply with, observe and perform and ensure that each of its Officers, servants and agents complies with, observes and performs each of the provisions of the Collective Bargaining Agreement which are capable of being complied with, observed or performed by a Club and ensure that it and each of its Officers, servants and agents do not do anything that will cause the AFL to breach the provisions of the Collective Bargaining Agreement;
- (b) act in a manner and ensure that each of its Officers, servants and agents act in a manner at all times consistent with the provisions of the Collective Bargaining Agreement;
- (c) not by its conduct or the conduct of its Officers, employees and agents, do anything that would prejudice the AFL's ability to fully comply with, observe and perform the provisions of the Collective Bargaining Agreement;
- (d) provide all reasonable assistance to the AFL for the purpose of enabling the AFL to comply with and to receive the maximum benefit from the provisions of the Collective Bargaining Agreement; and
- (e) advise the AFL immediately of any breach or threatened breach of the Collective Bargaining Agreement.

### **27.3 Non-Compliance**

The sanctions contained in the Collective Bargaining Agreement shall apply to a Club which fails to comply with Rule 27.2.

## **28. Total Player Payments**

### **28.1 Commission to Fix Total Player Payments**

The Commission shall fix from time to time the Total Player Payments to apply in any Football Year.

### **28.2 Proportion of Revenue**

In fixing the Total Player Payments for any Football Year or Years, the Commission shall endeavour to ensure that the aggregate of the Total Player Payments for each of the Clubs is a fair and equitable proportion of the aggregate of the projected gross annual revenue of the AFL and its Clubs for such period.

### **28.3 Clubs Not to Exceed Total Player Payments and to Lodge Details of Contracts**

#### **(a) Football Payments not to Exceed Total Player Payments**

Subject to any guidelines that may be issued from time to time or in any particular case by the Commission, a Club shall not in any Football Year, give or provide to or apply for the benefit of, or offer to give or provide to or apply for the benefit of, any Player or any Associate of a Player any Football Payments or cause or offer to cause any Football Payments to be so given, provided or applied if the aggregate of all the Football Payments given, provided or applied by the Club or any Associate of a Club, would exceed the Total Player Payments for that Club for that Football Year.

#### **(b) Extent of Player Payments**

The Investigations Manager or the General Counsel may determine that the value of all or any part of any payment, consideration, advantage or other benefit given or provided to, or applied for the benefit of, a Player or an Associate of a Player by or at the direction of a Club or any Associate of a Club, or pursuant to any contract, agreement, arrangement or understanding between a Club, an Associate of a Club, and a Player or an Associate of a Player, constitutes a Football Payment for the purpose of these Rules.

#### **(c) Details to be lodged within 7 days**

For the purpose of ensuring compliance with this Rule each Club shall lodge with the AFL:

- (i)** a true, complete and accurate copy of each contract for the Players of that Club and each amendment thereto; and
- (ii)** a Memorandum which sets out all terms (including terms of any Football Payments) promised, given or applied in respect of or by a Player or an Associate of a Player otherwise than pursuant to a contract,

within 7 days of such contract or amendment being entered into or other agreement, arrangement or understanding being made. A Club which fails to lodge a copy of a contract, amendment or Memorandum as herein referred to shall be liable to a sanction.

Maximum Sanction: 20 Units

(d) Declaration - Football Payments

Where there is a contract or amendment to a contract entered into or other agreement, arrangement or understanding made to which Rule 28.3(c) applies, the Player, an Authorised Officer of the relevant Club and where a Player has authorised an Accredited Agent, parent or legal guardian to act on his behalf in negotiating with the Club, that Accredited Agent, parent or legal guardian shall within the said period of 7 days lodge with the AFL a Declaration in the form prescribed in Schedule 1 as Form 2, Form 2B, Form 3, Form 3B, Form 4 and Form 4B, setting out the Football Payments and any other terms in respect of the Player. The Player's Club shall be liable to a sanction for any breach of this Rule

Maximum Sanction: 20 Units (per Declaration)

(e) Player not to be Registered if Club Exceeds Total Player Payments

No Player shall be entitled to be registered with a Club if at the date of Application for Registration the aggregate value of Football Payments to be made by the Club in that Football Year (including Football Payments to the Player seeking registration), exceeds the Total Player Payments for that Football Year.

## **28.4 Arrangements for Additional Services**

(a) Notification of Additional Services Agreements

In the event that a Club, or any Associate of a Club makes or enters into any contract, agreement, arrangement or understanding, whether formal or informal, whether or not having any legal force or effect and whether by way of variation of an existing arrangement or otherwise:

- (i) to make a payment to a Player or to any Associate of a Player;
- (ii) to give or provide any consideration, advantage or benefit to a Player or any Associate of a Player; or
- (iii) to apply any payment, consideration, advantage or other benefit for a Player or any Associate of a Player

in consideration of the Player providing or supplying Additional Services to the Club or to an Associate of a Club ("the Arrangement"), then the Club shall within 28 days, (or such other period specified by the Investigations Manager), give written notification to the Investigations Manager of the Arrangement, setting out full and detailed particulars of the Arrangement and annexing any documents which record, evidence or give effect to the Arrangement.

(b) Club's Responsibility

The Club shall be responsible for ensuring that written notification of any Arrangement is given in accordance with 28.4(a). A Club which fails to give written notification in accordance with Rule 28.4(a) shall be liable to a sanction.

Maximum Sanction: 20 Units

(c) Notification of Player Arrangements With An Associate of a Club Which Have No Connection With The Club Arrangement

- (i) In the event that an Associate of a Club makes or enters into any contract, agreement, arrangement or understanding, whether formal or informal, whether or not having any legal force or effect and whether by way of variation of an existing arrangement or otherwise which has no connection with the Club arrangement with the Associate of the Club:

- (A) to make a payment to a Player or to any Associate of a Player;
- (B) to give or provide any consideration, advantage or benefit to a Player or any Associate of a Player; or
- (C) to apply any payment, consideration, advantage or other benefit for a Player or any Associate of a Player

in consideration of the Player providing or supplying Additional Services to an Associate of a Club, the Player must:

- (D) submit all relevant details, as may reasonably be required, to the AFL General Counsel; and
- (E) notify the AFL Club of the general nature of the proposed arrangement,

prior to the date of the commencement of the commercial arrangement.

- (ii) If further information is required by the AFL, the Player must provide this information within 28 days of the request.
- (iii) In the event that the General Counsel approves such commercial arrangement pursuant to the CBA, such approval shall apply for the term of that commercial arrangement.

(d) Players Responsibility

The Player shall be responsible for ensuring that all information is provided to the AFL in accordance with the requirements of Rule 28.4(c). A Player who fails to comply with these requirements shall be liable to a sanction.

Sanction:

1st breach	Maximum 5 Units (provided that the amount of any forfeiture shall not exceed 5% of the Player's base playing salary in the relevant year); and
Other breach	Maximum 10 Units (provided that the amount of any forfeiture shall not exceed 7.5% of the Player's base playing salary in the relevant year).

(e) Deemed Football Payments

If written notification of an Arrangement is not given in accordance with Rule 28.4(a) and Rule 28.4(c), then any payment, consideration, advantage or benefit the subject of the Arrangement shall be deemed to be a Football Payment irrespective of whether or not the Club knew of the Arrangement at the time that notification was required to be given.

(f) Powers of Investigations Manager and General Counsel not Limited

The giving of written notification in accordance with Rule 28.4(a) and Rule 28.4(c) does not preclude the Investigations Manager or the General Counsel determining at any time that all or any part of any payment, consideration, advantage or benefit which is the subject of the Arrangement constitutes a Football Payment.

(g) Bona Fide Arrangements

Without limiting the matters to which the Investigations Manager or the General Counsel may have regard in determining whether any Arrangement is bona fide, the Investigations Manager or the General Counsel may have regard to the following matters:

- (i) whether the Arrangement is the subject of a signed agreement in writing;
- (ii) whether the Player is required to perform Additional Services personally, and whether he has done so; and
- (iii) whether in all the circumstances any fee, charge, payment, consideration, advantage or benefit provided under or in connection with the Arrangement is reasonable in the opinion of the Investigations Manager or the General Counsel.

The Club, Player or Associate as the case may be, shall bear the burden of proving to the Investigations Manager that any Additional Services arrangements are bona fide and, without limitation, it shall be incumbent on any person seeking to establish the bona fides of an Arrangement that the fee paid or to be paid in respect of the Additional Services provided is a normal commercial fee relative to such Additional Services.

(h) Prospective Operation

Rules 28.4(a) to 28.4(g) apply to any Arrangement made or entered into after the date those Rules are adopted as part of the AFL Rules.

(i) Continuation of Previous Arrangement

Where any Arrangement made or entered into prior to the date of adoption of Rules 28.4(a) to 28.4(h) is still operative at that date ("Continuing Arrangement"), the following provisions shall apply:

- (i) The Club shall within 30 days give written notice to the Investigations Manager of the Continuing Arrangement, setting out full and detailed particulars of the Continuing Arrangement and annexing any documents which record, evidence, or give effect to the Continuing Arrangement.
- (ii) The Club shall be responsible for ensuring that written notification of any Continuing Arrangement is given in accordance with Rule 28.4(i)(i). A Club which fails to give written notice in accordance with Rule 28.4(i)(i) shall be liable to a sanction.

Maximum Sanction: 20 Units

- (iii) If written notification of any Continuing Arrangement is not given in accordance with Rule 28.4(i)(i), then any payment, consideration, advantage or benefit which is to be made, given, provided or applied after the date of adoption of this Rule 28.4(i) as part of the AFL Rules shall be deemed to be a Football Payment, irrespective of whether or not the Club

knew of the Continuing Arrangement at the time that notification was required to be given under Rule 28.4(i)(i).

- (iv) The giving of written notification pursuant to Rule 28.4(i)(i) does not preclude the Investigations Manager determining at any time that all or any part of any payments, consideration, advantage or benefit which is the subject of any Continuing Arrangement constitutes a Football Payment.
- (v) Without limiting the matters to which the Investigations Manager may have regard in determining whether any Continuing Arrangement is bona fide, the Investigations Manager may have regard to the following matters:
  - (A) whether the Continuing Arrangement is the subject of a signed agreement in writing;
  - (B) whether the Player is required to perform Additional Services personally, and whether he has done so; and
  - (C) whether in all the circumstances any fee, charge, payment, consideration, advantage or benefit provided under or in connection with the Continuing Arrangement is reasonable in the opinion of the Investigations Manager.

(j) Declaration – Additional Services Agreements

Where there is a contract, agreement, arrangement or understanding made to which rule 28.4(a) applies, the Player, an Authorised Officer of the relevant Club and where a Player has authorised an Accredited Agent, parent or legal guardian to act on his behalf in negotiating with the Club, that Accredited Agent, parent or legal guardian shall within the said period of 28 days lodge with the AFL a Declaration in the form prescribed in Schedule 1 as Form 2A, Form 2G, Form 3A, Form 3G, Form 4A and Form 4G, setting out the payments to be made to the Player. The player's Club shall be liable to a sanction for any breach of this Rule.

Maximum Sanction: 20 Units (per Declaration)

(k) Declaration – Player Arrangements With An Associate of a Club Which Have No Connection With The Club Arrangement

Where there is a contract, agreement, arrangement or understanding made to which Rule 28.4(c) applies, the Player, an Authorised Officer of the relevant Club, an Authorised Officer of the Associate of the Club and where a Player has authorised an Accredited Agent, parent or legal guardian to act on his behalf in negotiating with the Club, that Accredited Agent, parent or legal guardian, shall within the period of 28 days the AFL following notification of the contract, agreement, arrangement or understanding proposed, lodge with the AFL a Declaration (or in the case of Form 3E, a Statutory Declaration) in the form prescribed in Schedule 1 as Form 2D, Form 3D, Form 3E and Form 4D . For the avoidance of doubt, a Player shall be liable to a sanction for any breach of this Rule.

Maximum Sanction: in accordance with Rule 28.4(d)



## **28.5 Investigations Manager**

The Commission may from time to time appoint an Investigations Manager. The Investigations Manager may exercise any of the powers conferred upon him under these Rules or the AFL Regulations or such other powers conferred upon or delegated to him by the Commission. The Investigations Manager shall not be an Appointee of the AFL or an Officer of any Club.

## **28.6 Clubs to do all Things Necessary to Assist Investigations Manager**

### **(a) Full and Free Access**

Each Club shall permit the Investigations Manager to have full and free access to any premises occupied by or in the control of the Club and such books, documents, records, article or things in the possession or control of the Club or any person or entity controlled by the Club as the Investigations Manager believes may be relevant to his enquiries.

Maximum Sanction: 20 Units

### **(b) Provision of Information**

Upon a request and within the time specified by the Investigations Manager, a Club shall provide to the Investigations Manager such information or details concerning or relating to any payments promised, given or provided to, or applied for the benefit of a Player or any Associate of a Player, by the Club or any Associate of the Club.

Maximum Sanction: 20 Units

### **(c) Copies**

Upon being so requested a Club shall provide the Investigations Manager with copies of such books, documents, records, articles or things in the possession of or under the control of the Club or any person or entity controlled by the Club as the Investigations Manager believes may be relevant to his enquiries.

Maximum Sanction: 20 Units

### **(d) Football Payments Reporting**

(i) For the purposes of this Rule and Rule 28.6(e), the Total Player Payments Reconciliation means the document in the form prescribed from time to time by the Investigations Manager.

(ii) Within 30 days of the end of each Football Year and at such other times as requested by the Investigations Manager, each Club shall lodge with the Investigations Manager a statement in the form prescribed in Schedule 1 as Form 26. The statement shall:

- (A) disclose the total Football Payments for the relevant Football Year;
- (B) disclose the total Football Payments included in the Club's Total Player Payments for the relevant Football Year;
- (C) be accompanied by a Total Player Payments Reconciliation for the relevant Football Year;

- (D) be accompanied by such other documents and information as specified or requested from time to time by the Investigations Manager; and
- (E) be signed by the President and Chief Executive/General Manager of the Club.

A Club who does not complete and lodge the statement, (inclusive of the Total Player Payments Reconciliation and such other documents or information requested by the Investigations Manager), within the prescribed time shall be liable to a sanction.

Maximum Sanction: 40 Units.

(e) Auditor's Statement

On each occasion when a Club's accounts are audited and in any case not less than once per year, the Club shall obtain from its Auditor a statement that the Auditor:

- (i) has read and understood the definition of Football Payments contained in these Rules;
- (ii) has read and understood the obligations imposed on the Club under this Rule 28 and each and all of the other Rules relating to the Total Player Payments;
- (iii) has investigated the payments made to Players by the Club;
- (iv) is satisfied that all payments to Players contained in the Club's accounts have been identified and that a detailed general ledger reconciliation of all such payments has been provided to the AFL in a form satisfactory to the Investigations Manager;
- (v) is satisfied that the details provided to the AFL under:
  - (A) Rule 4.2 were complete and correct; and
  - (B) Rule 7.9(a) were reasonably stated;
- (vi) is satisfied that the Total Player Payments Reconciliation forming part of the Club's statement under Rule 28.6(d) is complete and correct;
- (vii) is satisfied to the best of his, her or its knowledge, that all Football Payments and any other payments which have been given or provided to, or applied for the benefit of, a Player or any Associate of a Player, by the Club or any Associate of the Club have been fully and completely disclosed to the AFL; and
- (viii) is satisfied that the Club has obtained written confirmation from those Associates of the Club nominated from time to time by the Investigations Manager, specifying all payments which such Associates of the Club have given or provided to, or applied for the benefit of, a Player or any Associate of a Player.

A Club must lodge the statement from its Auditor with the Investigations Manager by 31 January following the end of the relevant Football Year or by such other

time allowed by the Investigations Manager. A Club who does not lodge the statement from its Auditor within the prescribed time shall be liable to a sanction.

Maximum Sanction: 100 Units

(f) Attendance Before Investigations Manager

(i) Each Club shall immediately upon request by the Investigations Manager procure and ensure the attendance before the Investigations Manager of a Player, any Associate of a Player or any Associate of a Club, including without limitation any director, officer, servant, agent, supporter, sponsor or financial contributor to the Club and the Club shall ensure that such person or persons:

(A) fully co-operates with the Investigations Manager;

(B) fully and truthfully answers any questions asked by the Investigations Manager; and

(C) provides any document in his, her or its possession or control as requested by the Investigations Manager.

(ii) Where a Player, any Associate of a Player or any Associate of a Club including without limitation any director, officer, servant, agent, supporter, sponsor or financial contributor to the Club, fails to attend before the Investigations Manager or otherwise fails to fully co-operate with the Investigations Manager, the Club shall be liable to a sanction.

Maximum Sanction: 20 Units

(g) Financial Statements, Cheques and Journals

Each Club shall provide to the Investigations Manager immediately upon request and without limitation to the generality of Rule 28.6(b) copies of all financial statements (including bank statements) relating to the Club and all cheques issued by or on behalf of or for the benefit of the Club together with copies of all cash payments, journals and other accounts kept by or for the Club.

Maximum Sanction: 20 Units

## **28.7 Player to do all Things Necessary to Assist Investigations Manager**

(a) Full and Free Access to Players' Records

Each Player shall permit the Investigations Manager to have full and free access to such of the Players' books, documents, records, articles or things as the Investigations Manager believes may be relevant to his enquiries.

Maximum Sanction: 20 Units

(b) Companies, Trusts, Accounts and Agents

Without limiting the foregoing each Player shall provide or ensure that any Associate of a Player and any other relevant person provides to the Investigations Manager immediately upon request:

(i) full and complete details of any and all companies in respect of which the Player or any Associate of a Player is a shareholder or otherwise entitled

to the benefits which normally accrue to a shareholder or where there is any contract, agreement, arrangement or understanding for the Player to acquire a shareholding or rights akin to a shareholding or where the Player or any Associate of a Player is in a position to control or direct any votes which may be cast by the company either at a General Meeting or a meeting of the Board of Directors;

- (ii) full and complete details of any and all trusts in respect of which the Player or any Associate of a Player holds a power of appointment or is a trustee, a primary, general or other beneficiary (discretionary or otherwise) or where the Player or any Associate of a Player holds any units or is legally or beneficially interested in any person or entity which holds any units in any Unit Trust;
- (iii) full and complete details of all and any partnerships or joint ventures in which the Player or any Associate of a Player has a legal or beneficial interest;
- (iv) satisfactory evidence of all income earned or otherwise received by or on behalf of the Player or any Associate of a Player for any period up to three (3) years;
- (v) full and complete details of each and every account with any bank, building society, credit union or other financial institution held by or conducted on behalf of the Player or any Associate of a Player including copies of all statements in relation thereto;
- (vi) full and free access (with the right to make copies) to the books, files, papers, documents, records, articles or things of any manager or financial or other adviser of the Player or any Associate of a Player;

Maximum Sanction: 20 Units

(c) Further Copies

Each Player shall immediately upon request provide or ensure that any other relevant person provides the Investigations Manager with copies of any of the books, files, papers, documents, records, articles or things hereinbefore referred to or any other books, files, papers, documents, records, articles or things in the possession of or under the control of the Player or any Associate of a Player as the Investigations Manager believes may be relevant to his enquiries.

Maximum Sanction: 20 Units

(d) Player to Ensure Attendance of Persons

- (i) Each Player shall immediately upon request by the Investigations Manager procure and ensure the attendance before the Investigations Manager of any Associate of a Player or any person or entity referred to in Rule 28.7(b) hereof. The Player shall ensure that each such person or entity:
  - (A) fully co-operates with the Investigations Manager;
  - (B) fully and truthfully answers any questions asked by the Investigations Manager;

(C) provides any document in his, her or its possession or control as requested by the Investigations Manager.

- (ii) Where any Associate of a Player or any person or entity referred to in Rule 28.7(b) fails to attend before the Investigations Manager or otherwise fails to fully co-operate with the Investigations Manager, the Player shall be liable to a sanction.

Maximum Sanction: 20 Units

(e) Player Shall Not Play if in Breach

In addition to any monetary sanction hereinbefore prescribed, any Player who fails to comply with each and all of the obligations set out in this Rule 28.7 shall not be entitled to be registered or remain registered with the AFL as a Player and shall not for so long as he is not so entitled be permitted to play in any Team of any Club competing in any competition conducted by the AFL.

(Also refer Rule 4.6)

(f) No Breach of Statute

Each of the powers, requirements and obligations hereinbefore set out shall be read and construed so as not to infringe or breach any statute or law and shall be limited or severed to the extent that any statute or law requires. Without limitation to the foregoing, nothing hereinbefore contained shall or shall be deemed to:

- (i) directly or indirectly require a person to quote that person's tax file number;
- (ii) directly or indirectly require the production of a document or copy of a document on which a tax file number is recorded without allowing the person to whom the tax file number belongs the right to remove that number if he or she so wishes;
- (iii) directly or indirectly require a person to quote another person's tax file number;
- (iv) directly or indirectly require, authorise or permit a person to divulge or communicate another person's tax file number to a third party;
- (v) directly or indirectly require a person to make a record of any taxation information relating to another person or divulge or communicate to another person any taxation information relating to a third person or otherwise make use of any taxation information relating to another person where such information was disclosed or obtained in breach of a provision of the taxation law;
- (vi) directly or indirectly require any act, matter or thing which constitutes an offence under the Taxation Administration Act 1953 and any amendment thereto and/or the Privacy Act 1988 and/or any Guidelines issued under Section 17 of the said Privacy Act 1988.

## **28.8 No False or Misleading Information**

No Club or Person shall knowingly provide to the Investigations Manager any information which is in any respect false or misleading or likely to mislead.

Maximum Sanction: 20 Units

## **28.9 Payments to be Included if Explanation Unsatisfactory**

The Investigations Manager or the General Counsel may seek an explanation from a Club as to the nature of any payment made by or on behalf of the Club. In the event that the Club fails to explain the payment to the satisfaction of the Investigations Manager or the General Counsel he may deem such payment to be a Football Payment to a Player on the List of such Club for the purposes of these Rules.

## **28.10 Investigations Manager or the General Counsel to Report to Commission**

The Investigations Manager shall report directly to the General Counsel and if requested, to the Commission and shall not at any time divulge any information obtained by him in the course of his duties other than to the General Counsel, the Commission, other employees of the AFL authorised to receive the information by the General Counsel or legal or financial advisor(s) for the purpose of advice save where compelled to do so by order of a Court or tribunal of competent jurisdiction.

## **28.11 General Counsel May Issue Guidelines**

The General Counsel may from time to time issue guidelines as to the Total Player Payments provisions and valuation of Football Payments, provided those guidelines are not inconsistent with the Rules.

## **28.12 Rulings**

A Club may at any time submit to the Investigations Manager true, complete and accurate particulars of all payments, consideration, advantages or other benefits given, provided or applied or proposed to be given, provided or applied to or for the benefit of a Player and/or any Associate of a Player with a request that the Investigations Manager issue a ruling as to whether such payments, consideration, advantages or other benefits constitute Football Payments and as to their value for the purposes of these Rules. Any ruling of the Investigations Manager shall be final and binding on the Club save where there is any manifest error contained therein.

## **28.13 Total Player Payments - Compliance Paramount**

- (a) It is the intention of these Rules to provide for the attainment of the objectives set out at the commencement of these Rules.
- (b) The Rules relating to Total Player Payments are of paramount importance to the attainment of those objectives and no Club or any director, officer, servant or agent of any Club shall willingly, negligently or recklessly do anything or engage in any conduct or assist, aid, abet or encourage any other person or entity to do anything or engage in any conduct calculated to or which otherwise might have the effect of avoiding the obligation of the Clubs to comply with and observe the letter and the spirit and intention of these Rules. Any Club contravening this Rule shall be deemed to have acted contrary to the best interests of football and the AFL and shall be dealt with by the General Counsel or the Commission as he or it in its absolute discretion thinks fit.

## **28.14 One Whole Amount**

The Total Player Payments shall so far as practicable be a gross amount with all margins, payments and allowances included in one whole amount.

### **28.15 Additional Amount – Sydney Swans**

The Total Player Payments for the Sydney Swans shall be the amount determined from time to time by the Commission.

### **28.16 Additional Amount – Brisbane Lions**

The Total Player Payments for the Brisbane Lions shall be the amount determined from time to time by the Commission.

### **28.17 FBT**

All Fringe Benefits Tax payable in respect of Football Payments shall be deemed to be Football Payments to the Players of the Club.

### **28.18 Loans**

The full amount of loans made directly or indirectly by or on behalf of any Club or an Associate of a Club to any Player or any Associate of a Player shall be deemed to be a Football Payment to the Player at the time of the advance of the loan. An amount equivalent to any repayments of the loan shall be added to the Total Player Payments of the Club in the subsequent year or years in which repayments are made.

### **28.19 Superannuation**

All statutory and other contributions to superannuation shall be deemed to be Football Payments to the Players of the Club.

### **28.20 Testimonials**

All testimonial or other retirement or benefit payments made directly or indirectly by or on behalf of any Club or Associate of a Club to any Player or any Associate of a Player shall be deemed to be Football Payments except for the payments made to a Testimonial Player in accordance with the Collective Bargaining Agreement.

### **28.21 Relocation Benefits**

The payment or reimbursement of relocation benefits by a Club to a Player under the Collective Bargaining Agreement shall not be a Football Payment.

### **28.22 Lump Sum Payments on Termination of Contracts**

Unless otherwise determined by the Investigations Manager, all lump sum payments to a Player on termination of his Contract of Service shall be deemed to be Football Payments to the Player in the year in which such contract was terminated.

### **28.23 Investigation Samples**

The Investigations Manager may select in each year at random a Player or sample of Players for the purpose of investigating Football Payments made to such Players and any Associate of a Player. The Investigations Manager may interview a Player or Players included in such sample and all of the provisions of these Rules shall apply so as to enable the Investigations Manager to determine the amount of all Football Payments paid to such Players or any Associate of a Player.

## **28.24 Exit Interviews**

The Investigations Manager may interview a Player who is de-listed by a Club for the purpose of determining the amount of Football Payments given or provided to, or applied for the benefit of the Player and any Associate of the Player by the Club or an Associate of a Club with which the Player was previously listed.

## **28.25 Request for Memorandum of all Football Payments**

Notwithstanding anything hereinbefore contained, a Club shall immediately upon the request of the Commission or the General Counsel or the Investigations Manager lodge a Memorandum signed by an Authorised Officer of the Club setting out full details of the total Football Payments and payments for Additional Services given or provided to, or applied for the benefit of each Player of the Club during any period nominated by the Commission or the Investigations Manager.

Maximum Sanction: 20 Units

## **28.26 Player May be Excused for Co-Operation**

The General Counsel or Commission may excuse any Player from any liability under Rules 28 or 29 in consideration of a Player's co-operation and assistance in establishing a breach of these Rules by any Club or an Associate of a Club, including without limitation any Director, officer, servant or agent of any Club with which the Player is or was previously listed.

(Also refer Rule 39.1)

## **28.27 Milestone Payments**

Any payments or benefits provided to any Player or any Associate of a Player in relation to the cost of air fares and accommodation for the parents (or other relatives or persons nominated by the Player) to attend a Milestone Match in a state in which those persons are not located shall not be a Football Payment provided that the written approval of the General Counsel is obtained prior to the payment or benefit being provided.

## **28.28 Investigations Managers Powers**

- (a) Specific Investigations
  - (i) In order to begin an investigation and invoke the powers under rule 28.7, the Investigations Manager must have a reasonable suspicion that there has been a breach of the AFL Rules and Regulations.
  - (ii) The Investigations Manager shall provide a notice setting out the basis/es of his suspicion, to the General Counsel and upon the General Counsel, acting in good faith, certifying that the suspicion was reasonable, then sufficient grounds for commencing the investigation would be deemed to exist.
- (b) General Audits and Survey
  - (i) Prior to the conduct by the Investigations Manager of any general audit or survey of players at one or more Clubs, the Investigations Manager must:



- (A) provide to the AFLPA the reasons for the proposed conduct of a general audit; and
  - (B) advise the AFLPA of details of the documents and information proposed to be sought from the Player/s
- (ii) If requested by the AFLPA, the AFL agrees to enter into a Deed of Confidentiality with the AFLPA on behalf of the Players from whom the information is sought to protect the confidentiality of the information whilst in the possession, custody and control of the AFL, its servants, agents and independent contractors.
- (iii) When conducting a general audit, the Investigations Manager shall only request and the Player shall only be compelled to provide the following information:
  - (A) a Statutory Declaration detailing all payments and benefits made to him and any of his Associates from the Club or any of its Associates during the year the subject of the investigation and if requested the Player shall also provide:
  - (B) satisfactory evidence of all income earned or otherwise received by or on behalf of the Player or any Associate of the Player for any period up to three (3) years;
  - (C) full and complete details of each and every account with any bank, building society, credit union or other financial institution held by or conducted on behalf of the Player or any Associate of the Player including copies of all statements in relation thereto;
  - (D) tax returns covering the income earned during the year the subject of the investigation.
- (c) Definition of General Audit

For the purposes of this Rule, the phrase “any general audit” shall mean any request by the Investigations Manager of Players at one or more Clubs for information and/or documents relating to any payments or benefits promised, given or provided to or applied for the benefit of a Player or any Associate of a Player, by the Club or any Associate of a Club other than that certified by the General Counsel as an “investigation” allowing Investigations Manager to invoke all of the powers of Rule 28.7.

## 29. Enforcement of Draft, Player Movement Rules, Total Player Payments and Football Department Expenditure Rules

### 29.1 Definitions

In this Rule 29, unless the contrary intention appears:

**“conduct prejudicial to the Draft”** means conduct which has the purpose or has or is likely to have the effect of hindering, prejudicing, interfering with or preventing the natural operation of the Draft as provided for by these Rules and without limiting the foregoing, includes entering into, making or being a party to any agreement, arrangement, understanding, promise or undertaking, whether express or implied and whether or not enforceable or intended to be enforceable, or entering into or carrying out any scheme, plan, proposal, action, course of action or course of conduct:

- (a) whereby any Player or Associate of a Player is offered or is intended or likely to receive benefits in cash or kind other than in accordance with these Rules;
- (b) which has the purpose or which would have or would be likely to have the effect of preventing, hindering or discouraging a Player from accepting employment with another Club if drafted by that Club under these Rules or with any Club which would have been entitled under these Rules to consider drafting that Player;
- (c) which has the purpose or which would have or would be likely to have the effect of preventing, hindering or discouraging a Club from drafting a Player under these Rules, unless authorised under Rule 6.3(b) or Rule 7.4;
- (d) whereby any Player who is contracted in accordance with Rule 6.3(b) or Rule 7.4 is offered or is intended or likely to receive benefits in cash or kind of a lesser amount or value than those specified in any document lodged with the AFL under those Rules as the case may be;
- (e) whereby any Player who is contracted in accordance with Rule 6.3(b) or Rule 7.4 agrees to provide or intends or is likely to provide services to a Club on terms (including in respect of the period of service) other than those specified in any document lodged with the AFL under those Rules as the case may be;
- (f) whereby a Player or Players or Club shall become bound or obligated whether directly or indirectly to an exchange, involving Draft selections pursuant to Rule 4.3 or whereby a right is conferred on any Player pursuant to any contract, agreement, arrangement or understanding, to be exchanged to a Club or Clubs of his choice as part of an exchange involving Draft selections, at any time prior to the exchange period under Rule 9;
- (g) whereby a Club or Associate of a Club offers or provides any benefit in cash or kind in connection with the drafting of a Player in contravention of Rule 20;
- (h) whereby a Player, Coach or assistant Coach fails to Perform on their Merits in relation to any aspect of a Match for any reason whatsoever and where such failure is for the purpose of hindering, prejudicing, interfering with or preventing the natural operation of the draft;
- (i) whereby a Club or Player improperly engages in conduct designed to manipulate, frustrate or defeat the eligibility requirements of Rule 15.2 or 15.8, including by encouraging a player to change his place of residence.

**“conduct prejudicial to the Player Movement Rules”** means conduct which has the purpose or has or is likely to have the effect of hindering, prejudicing, interfering with or preventing the natural operation of the Player Movement Rules as provided for by these Rules and without limiting the foregoing, includes entering into, making or being a party to any agreement, arrangement, understanding, promise or undertaking, whether express or implied and whether or not enforceable or intended to be enforceable, or entering into or carrying out any scheme, plan, proposal, action, course of action or course of conduct:

- (a) whereby any Player or Associate of a Player is offered or is intended or likely to receive benefits in cash or kind other than in accordance with these Rules (including any financial or other consideration paid, given or received in contravention of Rule 9.4);
- (b) whereby any Player who is contracted in accordance with Rule 17.5 is offered or is intended or likely to receive benefits in cash or kind of a lesser amount or value than those specified in any document lodged with the AFL under that Rule;
- (c) whereby any Player who is contracted in accordance with Rule 17.5 agrees to provide or is intended or likely to provide services to a Club on terms (including in respect of the period of service) other than those specified in documents lodged with the AFL under that Rule;
- (d) whereby a Player or Players or Club shall become bound or obligated whether directly or indirectly to an exchange pursuant to Rule 9 (other than an exchange involving Draft selections) or whereby a right is conferred on any Player pursuant to any contract, agreement, arrangement or understanding, to be exchanged to a Club or Clubs of his choice (other than an exchange involving Draft selections), at any time prior to the exchange period under Rule 9;
- (e) whereby a Club or Associate of a Club offers or provides any benefit in cash or kind in connection with the exchange of a Player or the entry or retention of any person on any List of a Club (other than by way of the Draft) in contravention of Rule 20.

**“conduct in breach of Total Player Payments provisions”** means conduct which has the purpose or has or is likely to have the effect of contravening, circumventing or evading the operation of the Total Player Payments provisions in these Rules and, without limiting the foregoing, includes:

- (a) conduct in contravention of Rule 28;
- (b) entering into, making or being a party to any agreement, arrangement, understanding, promise or undertaking, whether express or implied and whether or not enforceable or intended to be enforceable, or entering into or carrying out any scheme, plan, proposal, action, course of action or course of conduct which has the purpose or which would have or would be likely to have the effect of:
  - (i) contravening, circumventing or evading the operation of the Total Player Payments provisions in these Rules;
  - (ii) offering or paying to a Player or an Associate of a Player benefits in cash or kind which would result or would be likely to result in the Total Player Payments limit of a Club being exceeded.

**“conduct in breach of Football Department Expenditure Rules”** means conduct which has the purpose or has or is likely to have the effect of contravening,

circumventing or evading the operation of the Football Department Expenditure Rules and, without limiting the foregoing, includes:

- (a) conduct in contravention of Rule 50;
- (b) entering into, making or being a party to any agreement, arrangement, understanding, promise or undertaking, whether express or implied and whether or not enforceable or intended to be enforceable, or entering into or carrying out any scheme, plan, proposal, action, course of action or course of conduct which has the purpose or which would have or would be likely to have the effect of contravening, circumventing or evading the operation of the Football Department Expenditure Rules.

**“Player Movement Rules”** means the provisions of these Rules relating to exchanges or free agency whereby a Player is or may be included on a Club’s List other than by way of the Draft.

**“the natural operation of the Draft provided for by these Rules”** includes the operation of the Draft provided for in these Rules in accordance with:

- (a) the objectives set out at the commencement of these Rules;
- (b) the spirit and intention of the Rules governing the Draft;
- (c) the object of ensuring that Clubs will not be hindered in exercising to the full any of their rights under Rules 6, 7, 8, 9, 10, 13, 14, 15, 16, 17 and/or 19; or
- (d) the object of ensuring that Players will not be hindered in exercising to the full any of their rights under Rules 6, 7, 8, 9, 10, 13, 14, 15, 16, 17 and/or 19.

**“the natural operation of the Player Movement Rules provided for by these Rules”** includes the operation of the Player Movement Rules provided for in these Rules in accordance with

- (a) the objectives set out at the commencement of these Rules;
- (b) the spirit and intention of the Player Movement Rules;
- (c) the object of ensuring that Clubs will not be hindered in exercising to the full any of their rights under Rule 9 or Rule 17; or
- (d) the object of ensuring that Players will not be hindered in exercising to the full any of their rights under Rule 9 or Rule 17.

## **29.2 Conduct Prejudicial to Draft, conduct Prejudicial to Player Movement Rules or in Breach of Total Player Payment Provisions or in Breach of the Football Department Expenditure Rules**

A Person must not engage in:

- (a) conduct prejudicial to the Draft;
- (b) conduct prejudicial to the Player Movement Rules;
- (c) conduct in breach of Total Player Payments provisions; or
- (d) conduct in breach of the Football Department Expenditure Rules.

### **29.3 Investigation of Conduct Prejudicial to Draft, conduct Prejudicial to Player Movement Rules or in Breach of Total Player Payment Provisions**

The Investigations Manager and/or any other person appointed by either the Commission or General Counsel may investigate any matters in relation to conduct prejudicial to the Draft, conduct prejudicial to the Player Movement Rules, conduct in breach of the Total Player Payments provisions or conduct in breach of the Football Department Expenditure Rules ("the Investigator").

### **29.4 Application of Rule 28, Rule 50 and Co-Operation**

#### **(a) Powers Under Rule 28 Apply**

In the conduct of any investigation under this Rule 29 in relation to conduct prejudicial to the Draft, conduct prejudicial to the Player Movement Rules, conduct in breach of the Total Player Payment provisions:

- (i) the Investigator may exercise any of the powers or discretions given to the Investigations Manager under Rule 28 and a reference to the Investigations Manager in Rule 28 shall be read as a reference to the Investigator; and
- (ii) any obligation imposed on a Club or a person under Rules 28.6 or 28.7 shall apply (provided that any relevant sanction for a breach of such obligation shall be determined in accordance with this Rule 29).

#### **(b) Powers Under Rule 51 Apply**

In the conduct of any investigation under this Rule 29 in relation to conduct in breach of the Football Department Expenditure Rules:

- (i) the Investigator may exercise any of the powers or discretions given to the General Counsel under Rule 51 and a reference to the General Counsel in Rule 28 shall be read as a reference to the Investigator; and
- (ii) any obligation imposed on a Club or a Club Official under Rules 51.11 or 51.14 shall apply (provided that any relevant sanction for a breach of such obligation shall be determined in accordance with this Rule 29).

#### **(c) Co-Operation with Investigator**

Each Club and every person shall upon request by the Investigator:

- (i) fully co-operate with the Investigator in the course of an investigation under Rule 29.2;
- (ii) answer any questions asked by the Investigator for the purpose of such investigation; and
- (iii) provide any document in his, her or its possession or control relevant to the matters under investigation.

Sanction: 10 Units

#### **(d) No False or Misleading Information**

No Club or person shall knowingly provide to the Investigator in connection with an investigation under Rule 29.2 any information which is in any respect false or misleading or likely to mislead.

(e) Breach of Rule 29.4

- (i) Any Club or person who fails to comply with their obligations under Rule 29.4 shall be dealt with by the General Counsel or the Commission in any manner in his or their absolute discretion thinks fit.
- (ii) Without limiting the powers of the General Counsel or the Commission under Rule 29.4(i), the General Counsel or the Commission may direct that any Player who fails to comply with their obligations under Rule 29.4 shall not be entitled to be registered or remain registered with the AFL as
  - (A) a Player and shall not for so long as he is not so entitled be permitted to play in any Team of any Club competing in any competition conducted by the AFL; or
  - (B) a Club Official.

## **29.5 General Counsel May Deal With Matter or May Charge**

If after an investigation has been conducted the General Counsel suspects that any person or Club has or may have engaged in conduct prejudicial to the Draft, in conduct prejudicial to the Player Movement Rules, in conduct in breach of the Total Player Payments provisions or in breach of the Football Department Expenditure Rules, the General Counsel may:

- (a) subject to Rule 29.6, deal with the matter in any manner he in his absolute discretion thinks fit; or
- (b) lay a charge against the person or the Club or, where Rule 29.20 applies, against the person and the Club.

## **29.6 Sanction Imposed by General Counsel**

Where the General Counsel deals with a matter under Rule 29.5(a) and determines that a person and / or Club has engaged in conduct prejudicial to the Draft, in conduct prejudicial to the Player Movement Rules, in conduct in breach of the Total Player Payments provisions or in breach of the Football Department Expenditure Rules, the General Counsel may impose a sanction:

- (a) in the case of a contravention of any part of Rule 28, up to the maximum sanction provided for under the relevant part of Rule 28; or
- (b) in the case of a contravention of any part of Rule 50, up to the maximum sanction provided for under the relevant part of Rule 50; or
- (c) up to 50 Units in the case of a Club; or
- (d) up to 20 Units in the case of an individual.

## **29.7 Notice of Charge**

Where a charge is laid under Rule 29.5, the General Counsel shall give notice of the charge to each person or Club charged in the form prescribed in Schedule 1 as Form 18-1.

## **29.8 Commission May Delegate Power to Disciplinary Committee**

- (a) The Commission may, in accordance with 2.1(c) delegate in part or whole the power to hear and determine any charge under this Rule 29 to a **Disciplinary Committee**.
- (b) Subject to any contrary provision in the terms of the delegation under Rule 29.8(a), where the Commission delegates its power under this Rule to a Disciplinary Committee a reference in this Rule 29 (other than Rule 29.2), Rule 28.26 and Rule 39.1 to the Commission is to be read as a reference to the Disciplinary Committee. The right of appeal and procedures in Rule 36 do not apply to the decision of a Disciplinary Committee.

## **29.9 Statement of Grounds**

- (a) A notice of charge under Rule 29.7 shall be accompanied by a statement of the grounds for the laying of the charge.
- (b) Any breach by a Club or person of Rule 29.4 may constitute a sufficient reason for a decision to lay a charge.
- (c) The grounds for the laying of the charge shall constitute sufficient reasons for the Commission to declare the charge sustained, unless the person or Club charged discharges the burden of proof referred to in Rule 29.17.

## **29.10 Commission May Vary Time and Place of Hearing**

The Commission may vary the time or place specified under Rule 29.7, and the AFL shall give to each Club or person charged at least 7 days written notice of any such variation.

## **29.11 Hearing by Commission**

At the time and place referred to in the notice of charge, or as varied under Rule 29.10, the Commission shall conduct a hearing into the matters the subject of the charge.

## **29.12 Informal**

The hearing shall be conducted with as little formality and technicality, and with as much expedition, as a proper consideration of the matters before the Commission permits.

## **29.13 Rules of Evidence Not to Apply**

The Commission is not bound by the rules of evidence but may inform itself of any matter in such manner as it thinks appropriate.

## **29.14 Procedure**

Subject to Rule 29.15, the procedure of the Commission at such a hearing is within the discretion of the Commission.

## **29.15 Conduct of Hearing**

- (a) At any hearing conducted under Rule 29.11, the Commission shall:
  - (i) provide to every person or Club charged an opportunity to be heard and to be represented by any person including a Legal Practitioner; and

- (ii) hear and determine the matter before it in a manner unaffected by actual bias.
  - (iii) make a decision that a reasonable decision maker could honestly arrive at.
- (b) For the avoidance of doubt, the fact that a reasonable apprehension of bias may be found to exist in respect of the Commission or any individual Commissioner will be insufficient to disqualify the Commission or any individual Commissioner from conducting a hearing under Rule 29.11

## **29.16 Statement of Grounds Prima Facie Evidence**

The statement of grounds shall be prima facie evidence of the matter or matters therein contained, provided that a copy of the statement of grounds has been provided to the person or Club charged prior to the conclusion of the hearing.

## **29.17 Onus of Proof**

A person charged with a breach of this Rule 29 shall bear the onus of establishing on the balance of probabilities that the alleged conduct was not engaged in.

## **29.18 Decision**

- (a) At the conclusion of its hearing, the Commission may:
  - (i) declare the charge sustained and may impose a sanction as provided for under Rule 29.21.
  - (ii) declare the charge dismissed; or
  - (iii) adjourn the hearing to a fixed date or indefinitely.
- (b) Any decision of the Commission under this Rule is final and binding.

## **29.19 No Reasons**

The Commission shall not be obliged to give reasons for a decision under Rule 29.18.

## **29.20 Actions of Club Personnel**

- (a) Any conduct in breach of Rule 29.2 engaged in:
  - (i) by a director, officer, Club Official, Player, servant or agent of a Club; or
  - (ii) by any other person at the direction or with the knowledge, consent, agreement or authorisation (whether express or implied) of a director, officer, Club Official, Player, servant or agent of a Club;

shall be deemed for the purposes of this Rule to have also been engaged in by the Club.
- (b) For the purposes of this Rule, "knowledge" includes reckless indifference to whether the conduct in question was occurring or not.



## **29.21 Conduct Prejudicial to Draft, Prejudicial to Player Movement Rules, in Breach of Total Player Payment Provisions or in breach of the Football Department Expenditure Rules – Sanctions**

- (a) The Commission and the General Counsel may impose any sanction on any Person contravening Rule 29.2 that, in their absolute discretion they think fit.
- (b) Without limiting the ordinary and legal meaning of any of the words in the preceding paragraph, the Commission and the General Counsel may do one or more of the following:
  - (i) impose no sanction on a Person;
  - (ii) reprimand a Person;
  - (iii) impose a monetary sanction on a Person;
  - (iv) order that a Club has forfeited the right to employ or register as a Player of the Club the Player or any of the Players to whom the conduct relates for an unlimited period or for a specified period of time;
  - (v) order that a Person is excluded from any right to participate in one or more Draft Selection Meetings;
  - (vi) order that a Player has forfeited the right to play for or be a registered Player of a Club or Club for an unlimited period or for a specified period of time;
  - (vii) order that a Club has forfeited the right to employ or register as a Club Official of the Club a Club Official involved in the conduct for an unlimited period or for a specified period of time.
  - (viii) order that a Person is excluded from any right to participate in one or more Draft Selection Meetings;
  - (ix) order that a Player has forfeited the right to play for or be a registered Player of a Club or Club for an unlimited period or for a specified period of time; and
  - (x) order that no Club shall for such period as the Commission may determine permit or allow a person to occupy any office or perform any functions (including without limitation attendance at matches and training sessions) for or on behalf of the Club;
  - (xi) declare, in respect of a Club, the loss of or ineligibility to receive Premiership Points for past or future Matches; and
  - (xii) impose a sanction on any terms or conditions seen fit.

## **29.22 Matters that may be taken into account regarding sanctions**

Without limiting the ordinary and legal meaning of any of the words in Rule 29.21 the Commission and the General Counsel may, in their absolute discretion take into account one or more of the following factors when determining what sanction, if any, to impose for a contravention of Rule 29.2:

- (a) whether, and if so to what extent, the Club authorised the conduct;

- (b) whether, and if so to what extent, the Club benefitted from the conduct;
- (c) whether the conduct was intended or likely to have the effect of enabling the Player to play with a particular Club;
- (d) the period of time over which the conduct occurred;
- (e) any prior contraventions of Rule 29.2;
- (f) whether, and if so to what extent, the Person has provided substantial assistance to the AFL which results in the AFL discovering or establishing a contravention of Rule 29.2;
- (g) whether the Person had knowledge of the breach and/or wilfully engaged in the breach.

### **29.23 No Exchanges for Excluded Clubs**

Any Club which is excluded from the right to participate in any National Draft shall not in the period prior to such National Draft Selection Meeting referred to in Rule 9.1 or otherwise be entitled to exchange any Player or Players on its Primary List for a Player or Players of another Club.

### **29.24 Rule Paramount**

To the extent that any Rule in Rule 29 is inconsistent with any other Player Rule, the provisions of Rule 29 shall prevail.

### **29.25 Sanctions Additional**

To the extent that any other Player Rule provides for sanctions to be imposed for conduct for which a sanction is provided for under Rule 29, the sanction provided for under Rule 29 shall be in addition to the other sanctions.

### **29.26 Premiership Points and Final Premiership Ladder**

All Rules relating to Premiership Points and the Final Premiership Ladder shall be read subject to and as including any sanctions imposed by the Commission under Rule 29.

## 30. Registration of Club Officials

For the purposes of this Rule 30, **Club Official** means:

- (a) any director, employee or Player of a Club; or
- (b) any other person, whether volunteer or paid, who is engaged by a Club or engaged by a contractor or sub-contractor of a Club with access to or involved directly with that Club's football department:
  - (i) to work with, treat, advise or assist a Player or the football department of a Club in relation to participation in or preparation for a Match and does so on an ongoing or regular basis; or
  - (ii) to at any time undertake official duties for the Club in connection with the playing of a Match; or
- (c) any person that holds an official Club seasonal accreditation pass with access to or involved directly with that Club's football department; or
- (d) any person that applies for three (3) or more official Club daily accreditation passes in one singular season for a particular Club, with access to or involved directly with that Club's football department.

### 30.1 Registration

- (a) A Club must not permit any person to act as a Club Official unless that person is registered in accordance with this Rule.
- (b) A person and Club may apply using the PPM for the person to be registered as a Club Official for a Club. Such application must:
  - (i) be made no later than seven (7) days from the time that a person is engaged to act as a Club Official;
  - (ii) be in the form prescribed by the General Counsel; and
  - (iii) provide all the information specified in such form.
- (c) It is a requirement for the granting of registration under Rule 30.1(b) that an applicant:
  - (i) is of good reputation and character and is a fit and proper person to perform the duties specified in the application, as determined by the general Counsel at his sole discretion; and
  - (ii) Makes such declarations, provides such consents and agrees to such conditions as are set out in the PPM application process prescribed by the General Counsel under Rule 30.1(b).
- (d) A registered Club Official must not cease or fail to meet the requirements for the grant of registration at any time.
- (e) A registered Club Official and the relevant Club must at all times ensure that any particulars provided in an application under Rule 30.1(b) are kept up-to-date and

accurate by immediately updating the registered Club Official's profile on the PPM for any changes to such particulars.

- (f) The General Counsel has the power, at his sole discretion, to:
  - (i) inquire into, investigate and deal with any matter in connection with an application made under Rule 30.1(b) or a breach of Rules 30.1(d) and 30.1(e); and
  - (ii) exercise any of the powers referred to in Rule 2 in respect of such inquiry or investigation.
- (g) The General Counsel may in his absolute discretion without giving reasons:
  - (i) refuse an application for registration; or
  - (ii) grant a registration on such terms and conditions as he thinks fit.
- (h) The General Counsel may at any time suspend, vary or revoke a registration, including without limitation where the applicant ceases to meet the requirements to be so registered.

Sanction: Up to 20 Units, payable by the Club

### **30.2 Registration Cards**

A registered Club Official must have in their possession a current registration card issued by the AFL (**Registration Card**) at all times while on the premises of a Club, in a Match Day Restricted Area or whilst otherwise on duty for the Club.

### **30.3 Register of Associates**

- (a) Each Club must keep and maintain a complete, accurate and up to date register as prescribed under Rule 30.3(b), of the following people:
  - (i) members of all coterie and similar groups;
  - (ii) match day event/activation staff engaged by or on behalf of the Club; and
  - (iii) Club Sponsors, including certain officers of Club Sponsors,  
**(Club Associates)**.
- (b) The information recorded under Rule 30.3(a) must be maintained in a form prescribed by the General Counsel and be made available to the AFL on an ongoing basis.

### **30.4 Match Day Restricted Areas**

- (a) The General Counsel may issue guidelines for conduct, access and supervision with respect to Match Day Restricted Areas (**MDRA Policy**). Without limitation, the MDRA Policy may concern the following matters:
  - (i) designation of certain areas as Match Day Restricted Areas;
  - (ii) entry and presence of Persons in Match Day Restricted Areas;
  - (iii) accreditation of Persons in Match Day Restricted Areas;

- (iv) the use and possession of Communication Devices in Match Day Restricted Areas;
  - (v) supervision by Clubs of their Match Day Restricted Areas;
  - (vi) monitoring and enforcement by the AFL of this Rule 30.4.
- (b) Persons must comply with the MDRA Policy in force from time to time.

### **30.5 Accreditation Terms and Conditions**

- (a) The General Counsel may issue terms and conditions for the accreditation of Club Officials and Club Associates (**Accreditation Terms and Conditions**).
- (b) Persons (including Club Associates) must comply with the Accreditation Terms and Conditions in force from time to time.

### **30.6 Sanctions**

- (a) Without limiting the foregoing:
  - (i) Clubs must not allow any Person to be present in a Match Day Restricted Area except as permitted in the MDRA Policy.  
Sanction: Up to 10 Units, payable by the Club for each offence
  - (ii) Clubs must not permit Persons other than Authorised Device Users to use Communication Devices in Match Day Restricted Areas except as permitted in the MDRA Policy.  
Sanction: Up to 10 Units, payable by the Club for each offence
  - (iii) Clubs must ensure their Club Officials and any other Persons permitted in a Match Day Restricted Area comply with the MDRA Policy.  
Sanction: Up to 10 Units, payable by the Club for each offence
  - (iv) Clubs must ensure their Club Officials, Club Associates and any other Persons comply with the Accreditation Terms and Conditions:  
Sanction: Up to 10 Units, payable by the Club for each offence

## **31. Anti-Scalping**

### **31.1 Prohibition**

No Club or person subject to the AFL Rules and Regulations shall directly or indirectly:

- (a) engage in; or
  - (b) assist any person to engage in; or
  - (c) be associated with, facilitate or act in concert with any person in relation to;
- the practice of Scalping.

### **31.2 Major Events Act 2009 (Vic)**

All Persons must comply with the *Major Events Act 2009* (Vic) in relation to the use of Grand Final tickets.

### **31.3 Payment for Breach**

Where the Commission is of the opinion that a Club or person has acted in breach of Rule 31.1 or 31.2, it may:

- (a) impose a sanction of up to 20 Units in the case of a first offence;
- (b) impose a sanction of up to 40 Units in the case of a second offence;
- (c) impose a sanction of up to 100 Units in the case of a third or subsequent offence; and/or
- (d) impose such other sanction or deal with such matter in any other manner which it, in its absolute discretion, thinks fit.

## **32. Gambling**

### **32.1 Players**

The obligations imposed upon a Player under this Rule 32 are in addition to the obligations of a Player under the standard playing contract.

### **32.2 Corrupt conduct**

- (a) A Player, Coach, Club or Club Official must not contrive or attempt to contrive or otherwise influence improperly the result of a Match or any aspect of a Match or any contingency related to an Australian football competition (**Australian Football Contingency**).
- (b) A Player, Coach, Club or Club Official must not seek, accept, offer or agree to accept any bribe or reward to contrive or attempt to contrive or otherwise influence improperly the result of any Australian Football Contingency.
- (c) A Player, Coach, Club or Club Official must not provide or receive any gift, payment or other benefit (whether of a monetary value or otherwise) in circumstances likely to prejudice the interests or reputation of the AFL or to bring the game of Australian Football into disrepute.

### **32.3 No Gambling**

A Player, Coach, Club or Club Official must:

- (a) not bet or wager on any Australian Football Contingency;
- (b) ensure that no other person has access to their betting accounts which would enable such person to bet on any Australian Football Contingency;
- (c) not have an interest in any bet or wager, or have someone else place a bet or wager on their behalf on any Australian Football Contingency;
- (d) not facilitate or assist the making of a bet or wager on an Australian Football Contingency; or
- (e) not without the prior permission of the AFL, encourage, induce, advertise or promote betting on an Australian Football Contingency.

### **32.4 Inside information**

A Player, Coach, Club or Club Official must not disclose or provide any information, advice or opinion to any other person about the Teams playing in any Match (including but not limited to, the actual or likely composition of the Team, Player injuries, the form of Players and tactics), unless the Player, Coach, Club or Club Official can establish to the satisfaction of the AFL that at least one of the following applies:

- (a) such information was already in the public domain or given in a bona fide media interview; or
- (b) the information was not provided in any of the following circumstances:
  - (i) for the purpose of betting or wagering by any person on an Australian Football Contingency; or

- (ii) where it might reasonably be expected that such information may be used for betting or wagering by any person on an Australian Football Contingency; or
- (iii) for consideration or reward.

### **32.5 Performance on one's Merits**

- (a) In relation to any Match, aspect of a Match, or pre-Match planning and tactics, a Player, Coach or member of the Match Committee must at all times Perform on their Merits.
- (b) No person may induce or encourage any Player, Coach or member of the Match Committee to breach Rule 32.5(a) for any reason whatsoever.

### **32.6 Notification**

- (a) Any Player, Coach, Club or Club Official who directly or indirectly, formally or informally receives an approach or invitation from any other person to engage in any conduct prohibited by this Rule, must as soon as practicable, advise and provide a full details of such approach to the AFL.
- (b) A Player, Coach, Club, Club Official or any other person must as soon as practicable, advise and provide full details to the AFL of any incident, fact, or matter that comes to their attention that may evidence an offence under this Rule by another party, including (without limitation) approaches or invitations that have been received by any other party to engage in conduct that would amount to a breach of this Rule.

### **32.7 Application**

- (a) Any Player, Coach, Club or Club Official, who does not fully and strictly comply with the provisions of this Rule, shall be dealt with in such manner as the Commission or General Counsel in their absolute discretion think fit.
- (b) The Commission or General Counsel may in their absolute discretion impose a penalty on the relevant Club in addition to or in place of a penalty on an individual.

### **32.8 Player Awards**

- (a) A Club must not conduct any Player award that is, or may be, subject to an Australian Football Contingency without receiving the prior written approval of the General Counsel.
- (b) Should the General Counsel approve any award under Rule 32.8(a), the General Counsel may impose any condition he deems appropriate on the Club with respect to that award, which must be complied with at all times.



### 33. Genetic Testing

- (a) In this Rule:
  - (i) DNA means deoxyribonucleic acid;
  - (ii) Genetic testing means the analysis of a person's DNA, chromosomes or gene products to determine inherited variations or to distinguish between individuals;
  - (iii) any conduct engaged in:
    - (A) by a director, officer, Player, servant or agent of a Club; or
    - (B) by any other person at the direction or with the knowledge, consent, agreement or authorisation (whether express or implied) of a director, officer, Player, servant or agent of a Club;shall be deemed to have also been engaged in by the Club unless the General Counsel is satisfied that the conduct was not engaged in on behalf of or for the benefit of the Club and was not expressly or impliedly authorised by the Club;
  - (iv) "knowledge" includes reckless indifference to whether the conduct in question was occurring or not.
- (b) A Club shall not directly or indirectly arrange, require, request or allow a Player to undergo Genetic testing unless the Club has first obtained the written consent of the AFL Medical Director and the Player.

Sanction: First Offence: Maximum 50 units

Second and each subsequent Offence: Maximum 100 units

## **34. Threatening Conduct**

### **34.1 Prohibited Conduct**

No person subject to these Rules shall act in a threatening or aggressive manner towards any other person or an Umpire on or about the Arena:

- (a) prior to;
- (b) during (including the quarter time, half time and three quarter time interval); or
- (c) following the completion of,  
a Match.

### **34.2 Causing Another Person to Engage in Prohibited Conduct**

No person subject to these Rules shall act in any way calculated to or which might otherwise have the effect of causing another person on or about the Arena to act in a threatening or aggressive manner towards such person:

- (a) prior to;
- (b) during (including the quarter time, half time and three quarter time interval); or
- (c) following the completion of,  
a Match.

### **34.3 During Actual Play**

For the purposes of this Rule, a Player shall not be deemed to have acted in a threatening or aggressive manner or in a way calculated to or which might otherwise have the effect of causing another person referred to in this Rule to act in a threatening or aggressive manner where such act occurred during the course of actual play and where such act did not constitute a breach of the Laws of Australian Football.

### **34.4 Contravention of Rule**

In any case where the General Counsel or his nominee alleges that a person has acted in contravention of this Rule, the General Counsel or his nominee may deal with such person as he in his absolute discretion deems fit and without limiting his discretion he may:

- (a) refer the matter to the Disciplinary Tribunal;
- (b) conduct his own inquiry into the matter; and/or
- (c) impose a monetary sanction up to a maximum of 10 Units.

## **35. Peek Rule (Discrimination and Racial and Religious Vilification)**

### **35.1 Prohibited Conduct**

No person subject to the Rules and Regulations shall act towards or speak to any other person in a manner, or engage in any other conduct which threatens, disparages, vilifies or insults another person ("the person vilified") on any basis, including but not limited to, a person's race, religion, colour, descent or national or ethnic origin, disability, sexual orientation or gender identity.

### **35.2 Lodging Complaint**

In the event that it is alleged that a person has contravened Rule 35.1 an Umpire, AFL Official, Club Official, Player or the General Counsel may, within fourteen (14) days of the day on which the contravention is alleged to have occurred, or such longer period as determined by the AFL at its absolute discretion, lodge a complaint in writing with the person appointed from time to time by the General Counsel as the Complaints Officer for the purposes of this Rule. The complaint must outline the circumstances of the allegations made against a person.

### **35.3 Complaints Officer**

The Complaints Officer shall:

- (a) inform the person alleged to have contravened Rule 35.1 of the complaint and provide that person with an opportunity to respond to it in writing;
- (b) identify and obtain written statements from any available witnesses;
- (c) obtain video or other evidence produced through the media; and
- (d) arrange for the complaint to be conciliated and take all steps necessary for the complaint to be conciliated.

### **35.4 Confidentiality and No Public Comment**

Subject to Rule 35.7:

- (a) the particulars of a complaint and the conciliation shall at all times remain confidential; and
- (b) a person shall not publicly comment on or disseminate to any person information concerning a complaint at any time prior to, during or after the conciliation.

Sanction:

In the case of a Player:	First Offence:	10 Units
	Subsequent Offences:	20 Units
In the case of a Club or Official:	First Offence:	20 Units
	Subsequent Offences:	40 Units

### **35.5 Conciliator**

A conciliation arranged under Rule 35.3 shall be conducted by the nominee of the General Counsel.

### **35.6 Attendance at Education Program**

- (a) Where:
  - (i) a person alleged to have contravened Rule 35.1 attends a conciliation for the first time (other than as a person vilified); and
  - (ii) the complaint against the person is resolved at conciliation,the person shall attend an education program approved by the AFL unless the conciliator nominated under Rule 35.5 reasonably considers that the person as not contravened Rule 35.1.
- (b) Where a person employed, engaged or otherwise associated with a Club is required to attend an education program or similar body in another State, the Club shall pay the costs of that person's attendance.
- (c) A person who fails to attend the education program shall be deemed to have contravened this Rule and shall pay to the AFL a sanction of 10 Units.

### **35.7 Public Statement**

Where a complaint is resolved by conciliation, the only public statement that shall be made concerning the complaint and its resolution shall be that agreed upon by the parties.

### **35.8 Unsuccessful Conciliation**

Where the Complaints Officer is of the opinion that the matter has not been resolved by conciliation, the Complaints Officer shall refer the complaint to the Disciplinary Tribunal.

### **35.9 Previous Involvement**

- (a) Where a person alleged to have contravened Rule 35.1 has previously taken part in a conciliation (other than as a person vilified), the Complaints Officer may refer the complaint directly to the Disciplinary Tribunal.
- (b) For the purposes of this Rule, a conciliation includes a conciliation arranged under Rule 35.3 or such other form of conciliation arranged by the AFL or directly between the parties concerned.

### **35.10 Evidence before Disciplinary Tribunal**

In the event that a complaint is referred to the Disciplinary Tribunal under this Rule 35, no evidence shall be given to or be accepted by the Disciplinary Tribunal relating to anything said or done in any conciliation carried out pursuant to Rule 35.3.

### **35.11 General Counsel**

In the event that a Complaints Officer has not been appointed for the purposes of these Rules or if appointed is for any reason unavailable to act under these Rules the

Complaints Officer for the purpose of these Rules shall be the General Counsel of the AFL.

### **35.12 Referring Complaint**

In any case where the Complaints Officer determines to refer the complaint to the Disciplinary Tribunal, the complaint shall be referred to the Disciplinary Tribunal as soon as practicable.

### **35.13 Legal Representation**

Where a complaint is referred to the Disciplinary Tribunal under this Rule, the person alleged to have contravened Rule 35.1 may be represented by a Legal Practitioner.

### **35.14 Time Limit**

Any time limit for the doing of anything referred to in this Rule may be extended by the General Counsel if in the opinion of the General Counsel it is just and equitable to do so.

### **35.15 Liability of Club**

- (a) In the event that a complaint under these Rules in respect of conduct engaged in by a person is found to have been proven by the Disciplinary Tribunal, the Club employing, engaging or otherwise associated with the person at the time of the conduct shall be deemed to be vicariously liable for the conduct of the person and shall be liable to a sanction to be determined by the Disciplinary Tribunal.

Sanction: Maximum 50 Units

- (b) Rule 35.15(a) does not apply to a contravention by a person if in the opinion of the Disciplinary Tribunal the Club took all reasonable steps to prevent persons employed, engaged or otherwise associated with the Club from engaging in the conduct which contravened the vilification rules.

### **35.16 Continuous Education**

Each Club must:

- (a) ensure that all of its Players, Coaches, Officials and other employees attend any education program organised and conducted by the AFL; and
- (b) maintain and keep a written record of all such attendees, (to be signed by each attendee and the Chief Executive Officer of the Club), and provide a copy immediately upon request to the General Counsel.

Sanction: Maximum 50 Units

### **35.17 False or misleading information**

A person who:

- (a) in a complaint lodged under Rule 35.2 or during the conciliation process, provides any information or acts in a manner which is in any respect false or misleading or likely to mislead; or
- (b) Falsely accuses a person of breaching Rule 35.1.

shall be liable to a sanction as determined by the General Counsel in his absolute discretion.

### **36. Protected Witnesses and Protected Disclosers**

A person must not commit an Act of Reprisal against a Protected Witness, a potential Protected Witness, a Protected Discloser or a potential Protected Discloser. A person who commits a breach of this Rule may be dealt with as the General Counsel or Commission deems fit.

## **37. Fees**

### **37.1 No Fees Between AFL Clubs**

Talent Development fees as herein provided shall be payable in respect of Players selected at the National Draft Selection Meeting. No transfer fees shall be payable by one AFL Club to another AFL Club in connection with the transfer of a Player.

### **37.2 Compensation Agreements**

Compensation shall be payable in accordance with and in the manner and amount specified from time to time by agreement between the AFL and the relevant State Body or league or as may otherwise be determined by the AFL.

## **38. Time Limits**

### **38.1 Completion and Lodgement**

Where these Rules provide for any form or document to be completed or lodged or any other action to be taken and do not provide a time limit, the time limit shall be, where the form or document is to be completed or lodged after being received from some other person, 7 days after such receipt of the form or document and in all other cases, 7 days after the first day on which the form or document could have been completed or lodged or the action taken. If any person fails to complete or lodge any form or document or fails to take any action within this time limit, the AFL may, if requested to do so by a person directly affected thereby, complete and/or lodge the form or document and/or take the action in the name of the first-mentioned person. Subject thereto, a failure to complete or lodge a form or document or to take an action within the prescribed time limit shall, for the purposes of these Rules be deemed to be a refusal to so complete or lodge the formal document or to take the action.

### **38.2 Papers to be Lodged on Tuesday Prior to Playing**

Subject to any express provision to the contrary in these Rules, if any form or documents are required to be lodged with the AFL before a Player is eligible to play for a Team fielded by a Club in any competition conducted by the AFL, the Player shall not be eligible and the Club shall not play the Player unless all such papers have been lodged no later than 12.00 noon on the Tuesday immediately preceding the date on which the Player is intending to play.

### **38.3 Further Time**

Notwithstanding any other provision of the AFL Rules and Regulations, where any time limit is imposed for the doing of any act or thing or for any other purpose, the AFL may in its absolute discretion vary the period of time which it deems appropriate.



## **39. Sanctions**

### **39.1 Commission May Grant Relief**

- (a) Subject to Rule 39.1(b), if the Commission is satisfied that any Club or person who is in breach of or has failed to comply with the AFL Rules and Regulations ought fairly and reasonably to be excused from liability hereunder, it may relieve that person either wholly or partly from that liability on such terms and conditions as it thinks fit.
- (b) Rule 39.1(a) does not apply to any decision of the Disciplinary Tribunal or Appeal Board.

### **39.2 Forfeiture of Match for Unregistered Players**

- (a) If a Club contravenes or fails to comply with any of the Rules herein relating to registration of Players it shall forfeit each Match in which any person who is not duly registered as a Player pursuant to the AFL Rules and Regulations has participated.
- (b) Each Match forfeited under Rule 39.2(a) shall be awarded to the opposing Club and if the opposing Club in any such Match so elects by lodging with the General Counsel within 7 days from the date of the Match a notice in writing, signed by an Authorised Officer of the Club, the scores of both teams in the Match shall be ignored for all purposes.
- (c) If a Club contravenes or fails to comply with any of the Rules herein relating to the registration of Players in respect of a Home and Away Match and the contravention or failure is not discovered before the first Match of the Final Series, or if contravention or non-compliance in respect of a Final Series Match is not discovered before the next round of Final Series Matches, Rule 39.2(a) shall not apply in respect of such contravention or non-compliance.

### **39.3 Offer or Receipt of Financial or Other Consideration**

Should any Club be guilty of a breach of Rule 9.4 or otherwise offer or receive any financial or other consideration other than the transfer of a Player, in respect of the exchange of a Draft selection or selections, such Club may be subject to the following sanctions:

- (a) any transferring Player(s) may be de-registered as a Player(s) of the AFL if the Player(s) knowingly participated in or acquiesced in the contravention;
- (b) any Player or Players selected by the transferor Club pursuant to the selection or selections assigned by the transferee Club ("the Drafted Player(s)") may be de-registered as a Player or Players of the AFL or the Player may elect by notice in writing to the AFL to offer his services to the lowest placed Club on the Premiership Ladder at the time of breach taking into account any sanctions imposed by the Commission under Rule 29 and subject to any determination by the Commission in relation to the order of selection. If such Club accepts the Player's offer it shall inform the AFL by notice in writing and shall submit to the AFL a Notice of List Alteration in the form prescribed in Schedule 1 as Form 20;
- (c) the transferee Club may forfeit Premiership Points as may be determined by the Commission for all Matches in which the transferring Player(s) participated;

- (d) the transferor Club may forfeit Premiership Points as may be determined by the Commission for all Matches in which the Drafted Player(s) participated;
- (e) the transferring Player(s) shall not be eligible to be re-registered with the AFL for a period of not less than 12 months or such other period as the Commission may determine where such Player or Players knowingly participated or acquiesced in the contravention;
- (f) save as provided in Rule 39.3(b), the Drafted Player(s) shall not be eligible to be re-registered with the AFL for a period of not less than twelve (12) months or such other period as the Commission may determine;
- (g) the transferor Club shall forfeit its first round Draft selection at the next National Draft Selection Meeting;
- (h) the transferee Club may be required to forfeit its first round Draft selection at the next National Draft Selection Meeting;
- (i) a sanction of up to 100 Units shall be imposed upon the transferor Club and/or the transferee Club as may be determined by the Commission;
- (j) the Football Payments that would otherwise have been payable by the transferee Club to the transferring Player(s) shall remain in the transferee Club's Total Player Payments as if such Player(s) had continued to play for the transferee Club for the term of any contractual arrangements made between the transferee Club and the transferring Player(s);
- (k) the Football Payments that would otherwise have been payable by the transferor Club to the Drafted Player(s) shall remain in the transferor Club's Total Player Payments as if such Player(s) had continued to play for the transferor Club for the term of any contractual arrangements made between the transferor Club and the Drafted Player(s).

#### **39.4 False Declaration - Club**

If a Player or an Officer of a Club knowingly makes a false Declaration required under these Rules, the Club shall immediately upon demand by the AFL, pay to the AFL a sum equivalent to 50 Units.

#### **39.5 False Declaration - Player or Officer**

In addition and without limitation to any other sanction which may be imposed under these Rules or otherwise, a Player or Officer of a Club who knowingly makes a false Declaration required under these Rules shall be liable to a sanction of up to 50 Units.

#### **39.6 False Declaration – Accredited Agent, parent or legal guardian**

In addition and without limitation to any other sanction which may be imposed under these Rules or otherwise, in the event an Accredited Agent, parent or legal guardian knowingly makes a false Declaration required under these Rules the Player whom that Accredited Agent, parent or legal guardian represents shall be liable to a sanction of up to 50 Units.

#### **40. Authorised Officers**

- (a) On or before the 1st day of February in each year and from time to time upon request of the AFL, each Club shall lodge with the AFL a list of its officers who are authorised by the Club to execute any documents required by these Rules to be executed by the Club.
- (b) The AFL may assume that any person nominated by a Club under Rule 40(a) has been duly appointed and has the authority to execute any documents required by the AFL Rules and Regulations or otherwise to be executed by the Club.

## 41. Disciplinary Tribunal

### 41.1 Establishment

(a) Appointment and Definitions

- (i) The General Counsel may from time to time appoint persons to a disciplinary tribunal to be known as the Disciplinary Tribunal.
- (ii) In this Rule, “**Disciplinary Matter**” means any matter with which the Disciplinary Tribunal is empowered to deal other than a Reportable Offence.

(b) Functions

The function of the Disciplinary Tribunal shall be to deal with Disciplinary Matters in accordance with the AFL Rules and Regulations.

(c) Members of Disciplinary Tribunal

The Disciplinary Tribunal shall consist of:

- (i) a Chairman being a person who is a senior member of the legal profession (“Chairman”);
- (ii) a Deputy Chairman being a person who is a senior member of the legal profession (“Deputy Chairman”);
- (iii) a panel of persons who in the opinion of the General Counsel have appropriate qualifications to act as panel members as required under these Rules (“Disciplinary Tribunal Panel Members”).

(d) Qualifications

Save and except where the General Counsel otherwise determines, a person shall not be appointed to the Disciplinary Tribunal if that person:

- (i) has been a member of a Board of Directors of a Club; or
- (ii) has been a Coach or assistant or specialty Coach of a Club; or
- (iii) has been a Player of a Club

in the twelve months preceding the appointment.

(e) Absent Members

If for any period and for any reason a person appointed to the Disciplinary Tribunal is absent or unable to attend a hearing by the Disciplinary Tribunal, the General Counsel may appoint a person who in his opinion is a suitable replacement.

(f) Resignation

A person appointed to the Disciplinary Tribunal may resign by providing notice in writing to the General Counsel.

(g) Removal

The General Counsel may remove a person appointed to the Disciplinary Tribunal at any time in his absolute discretion.

(h) Appointment of Secretary

The General Counsel shall appoint a Secretary to the Disciplinary Tribunal.

(i) Role of Secretary

The Secretary shall:

- (i) keep an historic register of all matters before the Disciplinary Tribunal including without limitation, a copy of any video relied upon by the Disciplinary Tribunal and a record of all points allocated to Players;
- (ii) perform any function prescribed in these Rules;
- (iii) assist the Disciplinary Tribunal in the efficient and proper scheduling and running of matters coming before it; and
- (iv) perform other functions as directed from time to time by the Disciplinary Tribunal.

#### **41.2 Composition for Disciplinary Tribunal Hearing**

Whenever the Disciplinary Tribunal is to deal with a Disciplinary Matter, the Disciplinary Tribunal shall comprise three Disciplinary Tribunal Panel Members being:

- (a) the Chairman or in the Chairman's absence, the Deputy Chairman who shall act as Chairman; and
- (b) two other persons.

#### **41.3 Procedure and Evidence**

(a) Regulate own Procedure

Subject to the further matters set out in this Rule, the Disciplinary Tribunal may regulate any proceedings brought before it in such manner as the Chairman thinks fit.

(b) Conduct of Hearing

(i) General

Any hearing by the Disciplinary Tribunal shall be conducted with as little formality and technicality and with as much expedition as a proper consideration of the matters before it permits.

(ii) Chairman

The Chairman shall determine all questions of law, evidence or procedure and give such directions in such manner as the Chairman thinks fit. Without limitation, the Chairman may give directions as to the length, form and nature of submissions, the reception of evidence, amendment of a report, adjournment of hearings and all other matters of procedure including those referred to in Rule 41.3(g). The Chairman may give directions to any person appearing before the Disciplinary Tribunal and

to the Disciplinary Tribunal Panel Members prior to or during any deliberation on any question of fact.

(iii) Disciplinary Tribunal Panel Members

Whenever the Disciplinary Tribunal is to deal with a Disciplinary Matter, the Disciplinary Tribunal Panel Members shall decide questions of fact and law.

(c) Rules of Evidence

The Disciplinary Tribunal is not bound by the rules of evidence or by practices and procedures applicable to Courts of record, but may inform itself as to any matter in any such manner as it thinks fit.

(d) Expert Evidence

(i) A person who intends at a hearing of the Disciplinary Tribunal to adduce the evidence of a person as an expert witness shall lodge with the Secretary a written statement containing:

(A) the name and address of the witness;

(B) the qualifications and experience of the witness; and

(C) the substance of the evidence it is proposed to adduce from the witness.

(ii) The time for compliance with Rule 41.3(d)(i) shall such time as directed by the Chairman in relation to a Disciplinary Matter.

(iii) Unless permission is granted by the Chairman, a person shall not adduce the evidence of an expert witness unless that person complies with Rule 41.3(d)(i) and (ii).

(iv) Where the Chairman allows a person to adduce evidence from an expert witness or on any other occasion, the Disciplinary Tribunal may at the direction of the Chairman, hear any other expert evidence in relation to the matters requiring its determination.

(e) Challenge to Jurisdiction, Formalities of Report and Other Technical Matters

Where a person intends at a hearing of the Disciplinary Tribunal to:

(i) challenge the jurisdiction of the Disciplinary Tribunal to deal with a matter;

(ii) challenge the constitution of the Disciplinary Tribunal;

(iii) challenge the formalities of the laying of any charge; or

(iv) raise any other matter requiring a legal or technical interpretation,

the person intending to adduce such material shall provide full written particulars of all matters in respect thereof and forward a copy of such particulars to the Secretary and any other person who has an interest in the proceeding including without limitation the Disciplinary Tribunal Counsel and the General Counsel, by such time as directed by the Chairman in relation to a Disciplinary Matter.

(f) Matters Referred Under AFL Anti-Doping Code

Where a matter is referred to the Disciplinary Tribunal for an alleged contravention of the AFL Anti-Doping Code or the AFL Illicit Drugs Policy, this Rule shall be read in conjunction with the provisions of the AFL Anti-Doping Code or the AFL Illicit Drugs Policy as the case may be, provided that to the extent of any inconsistency, the provisions and guidelines contained in the AFL Anti-Doping Code or the AFL Illicit Drugs Policy shall respectively prevail.

(g) Guidelines

The Chairman may make guidelines, not inconsistent with these Rules, for the practice and procedure with respect to a hearing. Any such guidelines shall be directory in nature and any decision of the Disciplinary Tribunal is not invalid by reason of a guideline not being followed. Without limitation, such guidelines may direct the manner of a hearing including pleading, order of witnesses, directions, evidence by telephone, teleconferencing or videoconferencing, persons entitled to attend the hearing and any other matters deemed appropriate by the Chairman.

#### **41.4 Obligations of Disciplinary Tribunal**

(a) Natural Justice and Other Obligations

(i) The Disciplinary Tribunal shall:

- (A) provide any person whose interest will be directly and adversely affected by its decision, a reasonable opportunity to be heard;
- (B) hear and determine the matter before it in a manner unaffected by actual bias; and
- (C) make a decision that a reasonable Disciplinary Tribunal could honestly arrive at.

- (ii) For the avoidance of doubt, the fact that a reasonable apprehension of bias may be found to exist on the part of the Disciplinary Tribunal or any individual Disciplinary Tribunal Panel Members will be insufficient to disqualify the Disciplinary Tribunal or any individual Disciplinary Tribunal Panel Members from dealing with a Disciplinary Matter under this Rule.

(b) Express Exclusion

The Disciplinary Tribunal shall endeavour to hear and determine any charge or matter referred to it before the person's Club is next scheduled to compete, irrespective of whether the Disciplinary Tribunal hearing is scheduled at short notice or whether the hearing of the matter may affect the person's or the person's Club's preparation for the next scheduled Match. To the extent that the rules of natural justice require that:

- (i) a person be given adequate notice of or sufficient time to prepare for a hearing; or
- (ii) the Disciplinary Tribunal hearing be scheduled at a time that does not affect the person's or the person's Club's preparation for the next scheduled Match,

those requirements are expressly excluded from these Rules.

#### **41.5 Standard of Proof**

The standard of proof in the case of a Disciplinary Matter shall be comfortable satisfaction.

#### **41.6 Onus of Proof**

Unless otherwise provided in the AFL Rules and Regulations, no person appearing before the Disciplinary Tribunal shall bear an onus of establishing that an alleged offence has been committed.

#### **41.7 Decision and Sanctions**

(a) Decision

In dealing with a Disciplinary Matter, the Disciplinary Tribunal may in the hearing and determination of any matter:

- (i) impose a sanction upon any person for a breach of the AFL Rules and Regulations;
- (ii) give any judgment or decision or make such order as in the Disciplinary Tribunal's opinion the justice of the case requires.

(b) Majority Decision – Questions of Fact

In dealing with a Disciplinary Matter, all questions shall be determined by a majority of the Disciplinary Tribunal Panel Members, including the Chairman or Deputy Chairman.

(c) Hearing on Sanction

Before imposing any sanction, the Disciplinary Tribunal shall provide the relevant person a reasonable opportunity to be heard on the question of sanction.

(d) Unreasonable Restraint of Trade

The Disciplinary Tribunal shall not impose a sanction which amounts to an unreasonable restraint of a person's trade.

#### **41.8 Other Powers**

- (a) The Disciplinary Tribunal may make any interim orders it thinks fit in any proceedings before it.
- (b) The Chairman or the Deputy Chairman may give directions on any matter or thing not provided for by the AFL Rules and Regulations in relation to any proceeding before the Disciplinary Tribunal.

#### **41.9 No Obligation to Provide Reasons**

The Disciplinary Tribunal is not obliged to give reasons for any decision made by it under this Rule.

#### **41.10 Appointment and Obligations of Disciplinary Tribunal Counsel**

The General Counsel may from time to time appoint one or more Disciplinary Tribunal Counsel who may be barristers and/or solicitors, to present the evidence in support of



the charge or matter, respond to any matters put in defence and address the Disciplinary Tribunal at any hearing. Persons so appointed shall be known as Disciplinary Tribunal Counsel who without limitation, shall:

- (a) advise the Disciplinary Tribunal of the particulars of the charge or matter before it;
- (b) tender any evidence in support of the charge or matter, including without limitation any videotape or investigation report;
- (c) call, examine, cross-examine and re-examine witnesses;
- (d) make submissions in relation to the charge or matter; and
- (e) address the Disciplinary Tribunal by way of summing up prior to any final submissions by any representative of a person charged or otherwise appearing to be dealt with by the Disciplinary Tribunal and (where applicable) prior to the Disciplinary Tribunal retiring to consider their finding.

#### **41.11 Powers of Disciplinary Tribunal Counsel**

Prior to or at any time during a hearing before the Disciplinary Tribunal, Disciplinary Tribunal Counsel may:

- (a) withdraw or apply to adjourn any Notice of Charge or matter; or
- (b) with the consent of the Chairman, amend any Notice of Charge including, without limitation, by substitution of a charge or addition of a charge in the alternative.

#### **41.12 Representation**

At any hearing before the Disciplinary Tribunal a person may:

- (a) appear in person; or
- (b) subject to leave of the Chairman, be represented by a barrister, solicitor or agent on such terms, if any, as the Chairman directs.

#### **41.13 Representative**

Where the Chairman is of the opinion that a representative of a Player or person appearing before the Disciplinary Tribunal has failed to observe directions of the Chairman or otherwise acted in a contemptuous, irresponsible or discourteous manner, the Chairman may withdraw leave for that person to represent the Player or person and if appropriate, adjourn the proceedings to enable the Player or person to obtain fresh representation.

#### **41.14 Persons Entitled to be Present**

- (a) At any hearing before the Disciplinary Tribunal, the charged Player or person must attend at the time and place specified in the Notice of Charge or other notice.
- (b) If a required person fails to appear at the time and place specified in the Notice of Charge or other notice, the Disciplinary Tribunal may proceed to hear and Disciplinary Tribunal Panel Members may determine the charge or matter and any sanction in the absence of the person.

- (c) Disciplinary Tribunal Counsel may attend and appear before the Disciplinary Tribunal at the date, time and place and fixed for the hearing of the Disciplinary Tribunal. Where Disciplinary Tribunal Counsel fails to attend before the Disciplinary Tribunal, the Disciplinary Tribunal may hear and determine the charge or matter in the absence of Disciplinary Tribunal Counsel.
- (d) Subject to any contrary direction of the Chairman in any case, proceedings before the Disciplinary Tribunal shall be open to members of the media accredited by the AFL.

#### **41.15 Validity of Charge and Hearings**

- (a) Where there is any procedural irregularity in the making of a charge or any other matter, the Disciplinary Tribunal shall still hear and determine the matter unless it is of the opinion that the irregularity has caused or may cause injustice if the matter was heard. Without limitation, the Chairman may direct that a Notice of Charge be amended to ensure that a matter before the Disciplinary Tribunal is decided according to its merits and not on the basis of a technicality. The power to amend shall include the power to substitute another charge.
- (b) A decision of the Disciplinary Tribunal is not invalid because of any defect or irregularity in, or in connection with, the appointment of any person comprising the Disciplinary Tribunal.
- (c) Subject to Rules 41.4(a), 41.4(b), 41.7(c) and 41.7(d), any procedure or requirement regulating the function of the Disciplinary Tribunal is directory in nature and a decision of the Disciplinary Tribunal is not invalid by reason of that procedure or requirement not being fulfilled.

#### **41.16 Co-operation with Disciplinary Tribunal**

- (a) Subject to Rule 41.16(b), a person shall appear before the Disciplinary Tribunal if requested to do so by the Secretary or the Disciplinary Tribunal.

Sanction: Maximum 20 Units

- (b) The Chairman may excuse a person from appearing before the Disciplinary Tribunal if the Chairman is of the opinion that the person is suffering from an injury or medical condition that would prevent that person's attendance.
- (c) Any person who appears before the Disciplinary Tribunal and who in the opinion of the General Counsel or Disciplinary Tribunal Chairman has:
  - (i) failed to fully co-operate with the Disciplinary Tribunal; or
  - (ii) failed to truthfully answer any questions asked by the Disciplinary Tribunal Counsel or the Disciplinary Tribunal; or
  - (iii) failed to provide any document in that person's possession or control relevant to the matter to be determined by the Disciplinary Tribunal following a request by the Disciplinary Tribunal; or
  - (iv) makes any false or misleading statement or makes a statement or acts in a manner calculated to or which is likely to mislead engages in any improper or insulting behaviour at any time before the Disciplinary Tribunal;

- (v) engages in conduct designed to inhibit, frustrate or pervert the proper administration of justice in relation to any proceeding before the Disciplinary Tribunal,

shall be dealt with by the General Counsel or Disciplinary Tribunal Chairman as they in their absolute discretion think fit.

#### **41.17 Contact with Witnesses**

- (a) An Official or Player, or any person acting on behalf or in concert with the Official or Player, shall not contact or procure another to contact a person of another Club who is or ought reasonably to be regarded as a person required to give evidence before the Disciplinary Tribunal, where that contact is intended to or may otherwise mislead the Disciplinary Tribunal or unfairly affect the conduct of the Disciplinary Tribunal hearing. A person who contravenes this Rule shall:
  - (i) be deemed to have engaged in conduct which is unbecoming and prejudicial to the interests of a just and fair hearing; and
  - (ii) be dealt with by the Disciplinary Tribunal as they in their absolute discretion think fit.
- (b) In addition to any sanction or determination made in respect of an Official or Player under Rule 41.16, the Disciplinary Tribunal may impose a sanction on such Official's or Player's Club as they in their absolute discretion think fit, save where the Club satisfies the Disciplinary Tribunal that the conduct of the Official or Player was not entered into with the consent, acquiescence or knowledge of the Club.

#### **41.18 Public Comment and Criticism**

- (a) A person subject to the AFL Rules and Regulations shall not publicly comment on:
  - (i) the contents of a Notice of Charge prior to the conclusion of any determination by the Disciplinary Tribunal, as the case may be;
  - (ii) a Notice of Investigation and any matter touching upon or concerning an Investigation under the AFL Rules and Regulations, until completion of such investigation and relevant determination by the Disciplinary Tribunal.
- (b) Where a person contravenes Rule 41.18(a)(i), the person's Club shall also be liable to a sanction unless the person establishes to the reasonable satisfaction of the General Counsel that such public comment was not intended to influence or affect the conduct of the Disciplinary Tribunal hearing or the process of the investigation, as the case may be.

Sanction:     Maximum 20 Units
- (c) No person subject to the AFL Rules and Regulations shall make any unfair, unreasonable or excessive public criticism of a Disciplinary Tribunal decision or of any Disciplinary Tribunal Member or any other matter touching upon or concerning the Disciplinary Tribunal or a determination made by it. The General Counsel shall determine in his absolute discretion in any case, whether any public criticism is unfair, unreasonable or excessive. Where a person contravenes this Rule, the person's Club shall also be liable to a sanction.

Sanction: Maximum 20 Units

## **42. Appeal from Disciplinary Tribunal Decision**

### **42.1 Rule Paramount**

Rule 42 prescribes the procedures for an appeal commenced by a person in respect of a determination by the Disciplinary Tribunal under Rule 41.7. To the extent that any rule in Rule 42 is inconsistent with any other Rule, the provisions of Rule 42 shall prevail.

### **42.2 Person May Appeal**

A person may appeal to the Appeal Board in respect of a determination by the Disciplinary Tribunal under Rule 41.7 on one or more of the grounds referred to in Rule 43.9 by no later than 12.00 noon on the fifth day following the making of the decision of the Disciplinary Tribunal.

### **42.3 General Counsel May Appeal**

The General Counsel may appeal to the Appeal Board in respect of a determination of the Disciplinary Tribunal under Rule 41.7(a) on one or more of the grounds referred to in Rule 43.9 and within the time referred to in Rule 42.2.

### **42.4 Notice of Appeal by Person**

An appeal under Rule 42.2 or Rule 42.3 shall be brought by lodging with the Secretary of the Appeal Board a duly completed Notice of Appeal in the form prescribed in Schedule 1 as Form 17 and in the case of an appeal under Rule 42.2 shall be accompanied by payment to the AFL of:

- (a) the sum of \$2,500 towards the costs of the appeal, which sum shall not be refundable in any circumstances; and
- (b) the further sum of \$2,500 which shall be dealt with in accordance with Rules 42.14 or 42.15.

All amounts referred to in this Rule are inclusive of Goods and Services Tax.

### **42.5 Lodgement of Notice of Appeal**

A Notice of Appeal shall be lodged by:

- (a) delivering; or
- (b) transmitting,

that Notice addressed to the Secretary provided it is received by the Secretary no later than the time prescribed in Rule 42.2.

### **42.6 Time for Hearing of Appeal**

- (a) Notification

Upon receipt of a Notice of Appeal, the Secretary shall:

- (i) fix the date, time and place for the hearing of the appeal as soon as practicable;
- (ii) advise persons interested in the appeal in writing of those particulars;

- (iii) provide each person appointed to sit on the Appeal Board and Disciplinary Tribunal Counsel with a copy of the Notice of Appeal;
  - (iv) cause a transcript of the hearing before the Disciplinary Tribunal to be prepared; and as soon as practicable
  - (v) provide each person appointed to sit on the Appeal Board, Disciplinary Tribunal Counsel and the appellant with a copy of the transcript of the hearing before the Disciplinary Tribunal.
- (b) Variation of Time or Place

The Appeal Board may vary the date, time or place fixed under Rule 42.6(a) and upon doing so shall as soon as practicable provide persons interested in the appeal with written notice of any such variation.

(c) Attendance

- (i) An appellant shall attend and appear before the Appeal Board at the date, time and place fixed for the hearing of the appeal. Where an appellant fails to attend before the Appeal Board, the Appeal Board may hear and determine the appeal in the appellant's absence.
- (ii) Disciplinary Tribunal Counsel may attend and appear before the Appeal Board at the date, time and place fixed for the hearing of the appeal. Where Disciplinary Tribunal Counsel fails to attend before the Appeal Board, the Appeal Board may hear and determine the appeal in the absence of Disciplinary Tribunal Counsel.

(d) Express Exclusion

Subject to Rules 42.6(b) and 42.7(b), the Appeal Board shall endeavour to hear and determine an appeal brought under this Rule before the appellant's Club is next scheduled to compete, irrespective of whether the appeal is heard at short notice or whether the hearing of the appeal may affect the appellant's or the appellant's Club's preparation for the next scheduled Match. To the extent that the rules of natural justice require that:

- (i) a person be given adequate notice of or sufficient time to prepare for an appeal; or
- (ii) the appeal be scheduled at a time that does not affect the appellant's or the appellant's Club's preparation for the next scheduled Match,

those requirements are expressly excluded from these Rules.

## **42.7 Adjournment and Stay of Sanction**

- (a) Subject to Rule 42.7(b)(ii), where the Disciplinary Tribunal imposes a sanction that prevents the appellant from participating in a Match, the appellant shall serve that sanction pending the determination of the appeal.
- (b) Subject to Rule 42.7(c), the Appeal Board may of its own motion or upon application of any party to the appeal, order that:
  - (i) the appeal be adjourned;

- (ii) a stay of the execution of the sanction imposed by the Disciplinary Tribunal pending the determination of the appeal.
- (c) The Appeal Board may make an order under Rule 42.7(b)(ii) only where it is satisfied that there are exceptional and compelling circumstances that make it harsh and unreasonable if an order was not made. In determining that question, the Appeal Board shall without limitation have regard to:
  - (i) the merits of the appeal and the appellant's prospects of success;
  - (ii) the interests of other Clubs and Players;
  - (iii) the effect on the results of the AFL Competition; and
  - (iv) the need to permit the due and proper administration of Australian Football in accordance with the Memorandum and Articles of Association, the AFL Rules and Regulations and these AFL Rules.

## **42.8 Representation**

- (a) At any hearing before the Appeal Board a party may:
  - (i) appear in person; or
  - (ii) subject to leave of the Appeal Board, be represented by a barrister, solicitor or agent on such terms, if any, as the Chairman directs.
- (b) At any hearing before the Appeals Board, Disciplinary Tribunal Counsel shall be entitled to appear until or unless excused by the Chairman of the Appeal Board.

## **42.9 Representative**

Where the Appeal Board is of the opinion that a representative of a Player or person appearing before the Appeal Board has failed to observe directions of the Appeal Board or otherwise acted in a contemptuous, irresponsible or discourteous manner, the Appeal Board may withdraw leave for that person to represent the Player or person and if appropriate, adjourn the proceedings to enable the Player or person to obtain fresh representation.

## **42.10 Review**

- (a) The Appeal Board shall hear all appeals by way of a review of the evidence presented before the Disciplinary Tribunal and determine whether one or more grounds have been established.
- (b) Neither the appellant nor Disciplinary Tribunal Counsel may produce fresh evidence at the hearing of an appeal without leave of the Appeal Board. If an appellant or Tribunal Counsel seek leave to produce fresh evidence, the Appeal Board shall not grant such leave unless:
  - (i) the evidence could not by reasonable diligence have been obtained by the appellant or Disciplinary Tribunal Counsel prior to the conclusion of the hearing before the Disciplinary Tribunal; and
  - (ii) the evidence is of sufficient probative value that, considered with other evidence which was before the Disciplinary Tribunal, the Disciplinary Tribunal would have reached a different decision.

#### **42.11 Decisions of Appeal Board**

Where the Appeal Board determines that one or more grounds have been established, the Appeal Board may confirm, reverse or vary the decision of the Disciplinary Tribunal the subject of the appeal and make such orders and give such directions in such manner as it thinks fit.

#### **42.12 Majority Decisions**

Any question on appeal before the Appeal Board must be decided according to the opinion of a majority of those constituting the Appeal Board.

#### **42.13 No Obligation to Give Reasons**

The Appeal Board is not obliged to give reasons for a determination under Rule 42.11.

#### **42.14 Appeal Fee**

For the purposes of this Rule, an appeal is successful if, and only if the Appeal Board determines that one or more grounds has been established.

- (a) Where an appeal is successful, the payment made under Rule 42.4(b) shall be refunded on receipt by the AFL of an appropriate tax invoice.
- (b) Where an appeal is not successful, the payment made under Rule 42.4(b) shall not be refunded, unless the matter involves a monetary sanction and the Appeal Board determines that it would be manifestly unjust and unfair not to refund the whole or part of such payment in which case, the whole or part may be refunded.

#### **42.15 Abandonment of Appeal**

- (a) Subject to Rule 42.15(b), an appellant may abandon an appeal prior to any hearing by giving written notice to the Secretary to the Appeal Board in which case the payment under Rule 42.4(b) shall be refunded.
- (b) Subject to Rule 42.14, where an appellant abandons the appeal during the conduct of the appeal, the payment made under Rule 42.4(b) shall not be refunded.

#### **42.16 Validity of Appeal and Hearings**

- (a) Where there is any procedural irregularity in the manner in which an appeal has been brought, the Appeal Board may still hear and determine the appeal unless it is of the opinion that the irregularity has caused or will cause injustice if the appeal was heard.
- (b) A decision of the Appeal Board is not invalid because of any defect or irregularity in, or in connection with, the appointment of an Appeal Board Member.
- (c) Subject to Rules 42.4(a) and 42.4(b) any procedure or requirement regulating the function of the Appeal Board is directory in nature and a decision of the Appeal Board is not invalid by reason of that procedure or requirement not being fulfilled.



#### **42.17 Public Comment and Criticism**

- (a) A person subject to the AFL Rules and Regulations shall not publicly comment on the contents of a Notice of Appeal prior to the determination by the Appeal Board. Where a person contravenes this Rule, the person's Club shall be liable to a sanction unless the person establishes to the reasonable satisfaction of the General Counsel that such public comment was not intended to influence or affect the conduct of the Appeal Board hearing.

Sanction: Maximum 20 Units

- (b) No person subject to the AFL Rules and Regulations shall make any unfair, unreasonable or excessive public criticism of a decision of the Appeal Board or of any member of the Appeal Board or any other matter touching or concerning the Appeal Board or a determination made by it. The General Counsel shall determine in his absolute discretion and in any case, whether any public criticism is unfair, unreasonable or excessive. Where a person contravenes this Rule, the person's Club shall be liable to a sanction.

Sanction: Maximum 50 Units

#### **42.18 Exhaust Internal Appeal**

A person shall exercise their right of appeal under this Rule and have any appeal heard and determined by the Appeal Board before commencing any relevant proceedings or becoming a party to any relevant proceedings in a court of law.

## **43. Appeal Board**

### **43.1 Appointment**

The General Counsel may from time to time appoint persons to an appeal board to be known as the Appeal Board.

### **43.2 Members of Appeal Board**

The Appeal Board shall consist of:

- (a) a Chairman being a senior member of the legal profession (**Chairman of the Appeal Board**);
- (b) a Deputy Chairman of the Appeal Board being a senior member of the legal profession ("Deputy Chairman of the Appeal Board"); and
- (c) a Panel of persons who in the opinion of the General Counsel possess a sufficient knowledge of Australian football and the law in respect of appellate Disciplinary Tribunals;

collectively, the "Appeal Board Panel".

### **43.3 Qualifications**

Save and except where the General Counsel otherwise determines, a person shall not be appointed to the Appeal Board if that person:

- (a) has been a member of a Board of Directors of a Club; or
- (b) has been a Coach or assistant or specialty Coach of a Club; or
- (c) has been a Player of a Club,

in the twelve months preceding the appointment.

### **43.4 Resignation**

A person appointed to the Appeal Board Panel may resign by providing notice in writing to the General Counsel.

### **43.5 Appointment of Secretary**

The General Counsel shall appoint a Secretary to the Appeal Board (**Secretary**).

### **43.6 Role of Secretary**

The Secretary shall:

- (a) perform any function prescribed in these Rules;
- (b) assist the Appeal Board in the efficient and proper scheduling and running of matters coming before it; and
- (c) perform other functions as directed from time to time by the Appeal Board.

### **43.7 Composition for Appeal Board Hearing**

On any occasion when an appeal is brought to the Appeal Board, the Appeal Board shall comprise three persons being:

- (a) the Chairman of the Appeal Board or in the Chairman's absence, the Deputy Chairman of the Appeal Board who shall act as Chairman; and
- (b) two other persons from the Appeal Board Panel.

### **43.8 Appeals Generally**

- (a) An appeal may be brought to the Appeal Board:
  - (i) By a person aggrieved in respect of any decision made by the General Counsel or a delegate of the General Counsel pursuant to the AFL Rules and Regulations within 14 days of such a decision; or
  - (ii) as provided in Rule 21.14;
  - (iii) as provided in Rule 22;
  - (iv) as provided in Rule 42; or
  - (v) as provided in Regulation 20.
- (b) A person may not appeal from any decision of the Commission to the Appeal Board.

### **43.9 AFL May Appeal**

The AFL may appeal to the Appeal Board in respect of any decision of a body set up or having jurisdiction under these Rules, the Memorandum and Articles of Association of the AFL or the AFL Regulations, within 14 days of such a decision being made.

### **43.10 Grounds of Appeal**

A person (including the AFL) may only appeal to the Appeal Board on one or more of the following grounds:

- (a) that the decision involved an error of law;
- (b) that the decision was so unreasonable that no reasonable person in the position of the person who made the decision could have come to that decision, having regard to the evidence before them; or
- (c) that the sanction imposed was either manifestly excessive or manifestly inadequate.

### **43.11 Notice of Appeal**

Any appeal by a person (including the AFL) to the Appeal Board shall be brought by lodging with the Secretary a duly completed Notice of Appeal in the form prescribed in Schedule 1 as Form 17, signed by the person lodging the appeal. The Secretary shall fix the date, time and place for the hearing before the Appeal Board, as soon as practicable after lodgement of the Notice of Appeal and shall advise all parties interested in the appeal of those particulars.

#### **43.12 Appeal Board May Dismiss Appeal**

- (a) The Appeal Board may dismiss an appeal to the Appeal Board without conducting any hearing if the Appeal Board determines that:
  - (i) the subject matter of the appeal is trivial or unrelated to the functions of the Appeal Board;
  - (ii) the appeal is frivolous or vexatious;
  - (iii) the appeal lacks substance or credibility;
  - (iv) the subject matter of the appeal has already been the subject of an appeal which has been determined;
  - (v) the appeal is not made genuinely or is made primarily for a mischievous purpose; or
  - (vi) the appellant does not have a sufficient interest in the decision that is the subject of the appeal.
- (b) Where the Appeal Board dismisses an appeal under Rule 43.12, the Secretary will notify the appellant in writing as soon as practicable after the appeal has been dismissed.

#### **43.13 Procedure and Evidence Before Appeal Board**

- (a) The Appeal Board may regulate any proceedings brought before it in such manner as it thinks fit provided that any person whose interest will be affected by the decision of the Appeal Board shall be given the opportunity to be heard and the right to be legally represented.
- (b) The Appeal Board is not bound by the rules of evidence or by practices and procedures applicable to Courts of record, but may inform itself as to any matter in such manner as it thinks fit.
- (c) The Appeal Board may, at its discretion, admit further evidence upon questions of fact. Generally a party to an appeal will not be permitted to introduce further evidence unless that evidence could not reasonably have been introduced at the time of the decision the subject of the appeal.

#### **43.14 Obligations of Appeal Board**

- (a) The Appeal Board shall:
  - (i) provide any person whose interest will be directly and adversely affected by its decision a reasonable opportunity to be heard;
  - (ii) hear and determine the matter before it in a manner unaffected by actual bias; and
  - (iii) not make a decision at which no reasonable body could honestly arrive.
- (b) For the avoidance of doubt, the fact that a reasonable apprehension of bias may be found to exist on the part of the Appeal Board or any individual Appeal Board Members will be insufficient to disqualify the Appeal Board or any individual Appeal Board Members from considering an appeal under the AFL Rules and Regulations.

### **43.15 Power of Appeal Board**

The Appeal Board may confirm, reverse or vary any decision the subject of any appeal brought before it and make such orders and give such directions as it thinks fit. The decision of the Appeal Board in respect of any appeal shall be final and binding on all parties.

### **43.16 Majority Decisions**

Any decision on appeal before the Appeal Board must be decided according to the opinion of a majority of those members constituting that Appeal Board.

### **43.17 Onus and Standard on Appeal**

On the hearing of an appeal the appellant shall bear the onus of establishing on the balance of probabilities, one or more grounds.

### **43.18 Costs**

Each party to an appeal shall bear their own costs.

### **43.19 Validity of Appeal and Hearings**

- (a) An appeal is not invalidated by a formal defect or an irregularity unless the Appeal Board is of the opinion that substantial injustice has been caused or will be caused by the defect or irregularity if the appeal was heard and that the injustice cannot be remedied by a direction of the Appeal Board.
- (b) A decision of the Appeal Board is not invalid because of any defect or irregularity in, or in connection with, the appointment of an Appeal Board Member.
- (c) Subject to Rules 43.14 and 43.14(b), any procedure or requirement regulating the function of the Appeal Board is directory in nature and a decision of the Appeal Board is not rendered invalid by reason of that procedure or requirement not being fulfilled.

### **43.20 Public Comment and Criticism**

- (a) A person subject to the AFL Rules and Regulations shall not publicly comment on the contents of a Notice of Appeal prior to the determination by the Appeal Board. Where a person contravenes this Rule, the person's Club shall be liable to a sanction unless the person establishes to the reasonable satisfaction of the General Counsel that such public comment was not intended to influence or affect the conduct of the Appeal Board hearing.

Sanction: Maximum 20 Units

- (b) No person subject to the AFL Rules and Regulations shall make any unfair, unreasonable or excessive public criticism of a decision of the Appeal Board or of any member of the Appeal Board or any other matter touching or concerning the Appeal Board or a determination made by it. The General Counsel shall determine in his absolute discretion and in any case, whether any such public criticism is unfair, unreasonable or excessive. Where a person contravenes this Rule, the person's Club shall be liable to a sanction.

Sanction: Maximum 50 Units

### **43.21 Exhaust Appeal Remedies**

A person must exhaust all remedies or avenues of appeal available under the AFL Rules and Regulations before commencing any proceedings or becoming a party to any proceedings in a court of law.

## **44. Name of Clubs and Eligibility to Compete**

### **44.1 Club Licence Agreement**

A Club that has entered into a Club Licence Agreement with the AFL is, subject to the terms and conditions of the Club Licence Agreement, entitled to:

- (a) representation on the AFL; and
- (b) field a team in the AFL Competition.

### **44.2 General Obligations**

Each Club shall observe and comply with the provisions contained in the Club Licence Agreement, the Memorandum and Articles of Association of the AFL and the AFL Rules and Regulations.

### **44.3 Club Names**

A Club shall not without the prior written consent of the Commission, change or attempt to change its name.

### **44.4 Club Constitution**

- (a) For the purpose of this Rule, the Constitution of a Club means the documents comprising the Memorandum and Articles of Association of a Club and any other document regulating or defining a Club's powers.
- (b) Within 14 days of a request by the AFL, a Club must provide a copy of its current Constitution to the AFL.
- (c) The Constitution of a Club shall not conflict with:
  - (i) the Memorandum and Articles of Association of the AFL as amended from time to time;
  - (ii) the AFL Rules and Regulations as amended from time to time;
  - (iii) any resolution of the Commission; and
  - (iv) any other guidelines adopted from time to time by the Commission.
- (d) No Club shall alter or amend or attempt to alter or amend its Constitution or any of its rules or regulations of a Club without the prior written consent of the Commission.

## **45. Financial Solvency**

### **45.1 Request**

The Commission may at any time by notice in writing ("the Request") require a Club to establish to the satisfaction of the Commission that as at the date of the Request:

- (a) the Club is able to pay all its debts as and when they become due;
- (b) the Club, up to and including 31 October next after the date of the Request, will be highly likely to be able to pay all the debts incurred or likely to be incurred by the Club as and when they become due; and/or
- (c) in the event the Request is made during September and October in any year, the Club up to and including 31 October in the next year, will be highly likely to be able to pay all the debts incurred or likely to be incurred by the Club as and when they become due.

### **45.2 Club to Reply**

- (a) The Club shall establish to the satisfaction of the Commission the matters the subject of the Request within 14 days of the Request.
- (b) In the event the Club has not established to the satisfaction of the Commission the matters the subject of the Request in accordance with this Rule and a request is made under Rule 45.6, the Club shall establish those matters to the satisfaction of the Chartered Accountant in the manner provided under Rule 45.6.

### **45.3 Provisions of Records**

The Club shall within seven days of the Request or such further period not exceeding five days as is granted by the Commission, submit to the Commission such books, accounts, records and other matters which it desires that the Commission take into account in determining whether or not the Club has established to the satisfaction of the Commission the matters the subject of the Request.

### **45.4 Determination**

- (a) Subject to 45.4(b), the Commission may make a determination as to whether or not the Club has established to its satisfaction the matters the subject of the Request ("the Determination") on the basis of the information and material before it.
- (b) The Commission shall provide the Club with an opportunity to respond to any relevant material or information which was not submitted by the Club and upon which the Commission wishes to rely in making the Determination; and
- (c) In making the Determination:
  - (i) the Commission is not obliged or required to conduct a hearing or allow a person to address it orally in relation to the Determination;
  - (ii) the Commission fulfils any obligations it has to afford the Club natural justice and act fairly by considering any material put before it by the Club under Rule 45.3 and fulfilling its obligations under Rule 45.4(b); and



- (iii) to the extent that the rules of natural justice require the Commission to convene a hearing or take oral evidence in relation to the Determination, those rules are expressly excluded from these Rules.

#### **45.5 Notice of Determination**

The Commission shall give notice in writing to a Club of the Determination at or shortly after the expiration of 14 days from the Request.

#### **45.6 Referral to Chartered Accountant**

- (a) In the event that the Commission determines that the Club has not established to its satisfaction the matters the subject of the Request the Club may within three days of the giving of notice in writing of the Determination make a request in writing to the Commission that a Chartered Accountant experienced in insolvency administration who is to be nominated by the Auditors of the AFL determine whether the Club has established to the satisfaction of the Chartered Accountant the matters the subject of the Request.
- (b) In the event that a Club makes a request under this Rule 45.6:
  - (i) the Commission shall in every such case cause its Auditors to nominate the Chartered Accountant and it shall then appoint the Chartered Accountant under this Rule;
  - (ii) the Chartered Accountant so nominated and appointed shall within fourteen days of the appointment determine whether the Club has established to his or her satisfaction the matters the subject of the Request;
  - (iii) the Chartered Accountant shall make his or her determination on the basis of material and information relied upon by the Commission in making the Determination and such other material or information the Chartered Accountant requests and/or which is provided to the Chartered Accountant by the Commission or the Club;
  - (iv) the Chartered Accountant shall have and may exercise all of the powers of the Commission under this Rule in respect of information or material to be provided to him or her;
  - (v) the Chartered Accountant shall act as an expert not as an Arbitrator;
  - (vi) the Club and the AFL shall each provide full and free access to the Chartered Accountant to all accounting records and other documents or things of the Club and the AFL respectively which the Chartered Accountant considers may be relevant to his or her determination;
  - (vii) the Chartered Accountant shall provide the Club with an opportunity to respond to any material or information which was not submitted to him or her or to the Commission by the Club and upon which the Chartered Accountant wishes to rely in relation to his or her determination;
- (c) Rule 45.4(c) applies to the determination made by the Chartered Accountant and any reference in that rule to the Commission shall be read as a reference to the Chartered Accountant for the purpose of this Rule.

## **45.7 Deemed Compliance**

In the event that:

- (a) the Determination of the Commission is or was that the Club has established to the satisfaction of the Commission the matters the subject of the Request; or
- (b) a Club makes a request under Rule 45.6 and the Chartered Accountant determines that the Club has established to the satisfaction of the Chartered Accountant the matters the subject of the Request,

then the Club shall have and shall be deemed to have complied with this Rule, and in particular of Rule 45.2, in respect of the Request.

## **45.8 Non-Compliance**

In the event that the Determination of the Commission is or was that the Club has not established to the satisfaction of the Commission the matters the subject of the Request and:

- (a) no request is made by the Club in accordance with Rule 45.6; or
- (b) if a request was made in accordance with Rule 45.6, the Chartered Accountant did not determine pursuant to that Rule that the Club has established to his or her satisfaction the matters the subject of the Request,

the Club shall not have and shall be deemed not to have complied with and observed the requirements of this Rule, and in particular of Rule 45.2, in respect of the Request.

## **45.9 No False or Misleading Information**

- (a) No Club or person shall provide any material or information under this Rule which is in any respect false or misleading or likely to mislead.
- (b) For the purpose of Rule 45.9(a) a representation as to the future is misleading if the Club or person does not have reasonable grounds for making the representation.
- (c) A Club shall upon request by the Commission or the Chartered Accountant:
  - (i) procure the attendance of any person before the Commission or the Chartered Accountant; and
  - (ii) take all reasonable steps to ensure that any person attending before the Commission or Chartered Accountant:
    - (A) Truthfully and fully answers any questions asked of him or her; and
    - (B) provides any document in his or her or its possession or control upon a request to do so.

Sanction: Up to 50 Units in respect of a breach or failure to comply with any provision of this Rule.

#### **45.10 Further Requests**

The Commission may make a request under Rule 45.1 at any time and from time to time notwithstanding that a previous request may have been made provided always that a request in respect of the matters set out in Rule 45.1(c) may only be made during September or October in any year.

#### **45.11 Costs of Chartered Accountant**

Save for the costs of a Chartered Accountant appointed under Rule 45.6 which shall be borne by the AFL, the Commission and the Club shall each bear and pay their own costs of or incidental to complying with the requirements of this Rule.

#### **45.12 No Arbitration**

- (a) This Rule is not a submission to arbitration and the determination of any matter under this Rule shall not be treated as arbitration for the purposes of any statute relating to arbitration or for any other purpose.
- (b) In exercising any function under this Rule the Commission and the Chartered Accountant, as the case may be, shall not be or be deemed to be acting as an Arbitrator.

#### **45.13 Majority Decision**

The Determination or decision of the Commission upon any matter under this Rule shall be by a majority vote of the Commissioners present and voting at a meeting of the Commission or in accordance with Article 67 of the Articles of Association of the AFL and the Minutes of a meeting of the Commission signed by the Chairman of the meeting or the resolution in writing signed by all Commissioners in Australia being entitled to vote shall be conclusive evidence of the Determination or decision.

#### **45.14 Determination Binding**

A determination of the Commission and/or the Chartered Accountant under this Rule shall be conclusive of the matters the subject of the determination and shall be binding on the Commission, the AFL, the Club the subject of the Request and the other Clubs of the AFL.

## **46. Total Commitment to the Competitions Conducted by the AFL**

### **46.1 Time and Attention**

Each Club will devote the whole of its time and attention toward the conduct of its licensed operations.

### **46.2 Licensed Operations**

For the purposes of this Rule, "licensed operations" shall mean fielding an Australian football team or teams in the competitions conducted by the AFL and all matters incidental thereto.

### **46.3 Obligations of Clubs**

Consistent with the terms of the Club Licence Agreement granted to it, a Club shall not either alone or with an Associate of the Club, without the prior written consent of the AFL:

- (a) carry on any other business similar to the licensed operations; or
- (b) be concerned or interested whether directly or indirectly in any firm, corporation or entity conducting a business similar to the licensed operations; or
- (c) conduct or participate in a sporting competition other than the AFL Competition; or
- (d) be concerned or interested whether directly or indirectly in any firm, corporation or entity conducting or participating in a sporting competition other than the AFL Competition.

### **46.4 Application**

For the purposes of this Rule and without limiting Rule 46.3, a Club shall be deemed to:

- (a) carry on another business similar to the licensed operations;
- (b) be concerned or interested in a firm, corporation or entity conducting a business similar to the licensed operations;
- (c) conduct or participate in a sporting competition other than the AFL Competition; or
- (d) be concerned or interested in a firm, corporation or entity conducting or participating in a sporting competition other than the AFL Competition if:
  - (i) the Club or any Associate of the Club is involved as a director, or is concerned in or takes part in the management of any other corporation or business engaged or involved in the fielding of a team in any sporting competition other than the AFL Competition;
  - (ii) the Club or an Associate of the Club in any way promotes, endorses or markets any sporting team other than an Australian football team or promotes, endorses or markets any intellectual property, including without limitation any trade mark, logo, trade name, nickname or other

insignia, of a team in a sporting competition other than an Australian football team;

- (iii) the Club or any Associate of the Club has any direct or indirect financial interest in any other corporation or business engaged in or involved in the fielding of a team in any sporting competition other than the AFL Competition other than the provision of goods, services, or facilities of a kind normally provided by the Club or the Associate of the Club in the ordinary course of business on terms and conditions normally applicable to the provision of such goods, services or facilities; or
- (iv) the Club or any Associate of the Club has the power or capacity significantly to influence the composition of the board of directors or other controlling body or the appointment or removal of a person as a director or executive officer, of any other corporation or business engaged in or involved in the fielding of a team in any sporting competition other than the AFL Competition.

#### **46.5 Arena (Exception)**

For the purposes of Rule 46.4(d)(ii) and (iii), a Club or an Associate of the Club shall not be deemed to promote, endorse or market a sporting team other than an Australian football team or have any financial interest in another corporation or business involved in the fielding of a team in any sporting competition other than the AFL Competition by reason only that the Arena where the Club is domiciled is used or utilised for the training of players participating in any sporting competition other than the AFL Competition or the playing of any other such sporting competition and provided that the fee payable in relation thereto is a normal commercial fee.

#### **46.6 Breach of this Rule**

- (a) If the Commission determines that a Club has committed a breach of this Rule, the Club shall be liable to a sanction of up to 100 Units and to the further sanction and procedure provided for in Rule 46.7.
- (b) In determining whether any sanction is to be imposed on a Club under this Rule 46.6, the Commission shall provide the relevant Club with an opportunity to submit material or to make submissions to the Commission which the Club wishes to be taken into account in determining the amount and manner of payment of the sanction.

#### **46.7 Further Sanction**

Where a sanction has been imposed under Rule 46.6 for a breach of this Rule and the breach continues after a period of 7 days from the date of imposition of the sanction, the Club shall be liable to:

- (a) a further sanction of twice the amount of the sanction imposed under Rule 46.6; and
- (b) be ineligible to participate in or derive any benefit from the AFL Competition and without limitation each of the National Draft and the Pre-Season Draft, for such period as the Commission shall in its absolute discretion determine.
- (c) In determining any period of ineligibility under this Rule 46.7(b), the Commission shall provide the relevant Club with an opportunity to submit material or to make

submissions to the Commission which the Club wishes to be taken into account in determining any such period of ineligibility.

## **46.8 Definitions**

For the purpose of this Rule:

- (a) An "Associate of the Club" means:
  - (i) a director, executive officer or secretary of the Club;
  - (ii) a related body corporate of the Club;
  - (iii) a director, executive officer or secretary of a related body corporate of the Club;
  - (iv) a related entity of the Club;
  - (v) a trustee of the trust in relation to which the Club has an interest whether actual, vested or contingent;
  - (vi) a partnership in which the Club is a member and any partner of the Club;
  - (vii) a person acting or proposing to act in concert with the Club;
  - (viii) a person who is associated or who proposes to become associated with the Club in any way;
  - (ix) a body corporate or other entity in relation to which the Club has the power or capacity significantly to influence the composition of its board of directors or other controlling body or the appointment or removal of a person as its director or executive officer.
- (b) A "person" includes a natural person, a body corporate, a partnership, a trust or other entity.
- (c) "executive officer", "related body corporate" and "related entity" have the meaning ascribed to those terms under the Corporations Act.
- (d) "sporting competition" means any professional football code including soccer, rugby or rugby league.

## **47. Interest in Clubs**

### **47.1 Financial Interest**

Save as is provided in Rule 47.2, a Club shall not enter into or give effect to any agreement, arrangement, understanding, promise or undertaking, whether express or implied, which has the purpose or has or is likely to have the effect or result of a person (hereafter referred to as "the Primary Person") either alone or together with an Associate or Associates:

- (a) being entitled directly or indirectly to exercise more than 5% of the voting rights that might be exercised at a general meeting of the Club;
- (b) being entitled directly or indirectly to receive any monies whether by way of dividend, royalty, commission, fee or share of the profits or revenue of the Club;
- (c) having directly or indirectly any financial interest in the Club other than as a member entitled to exercise not more than 5% of the voting rights that might be exercised at a general meeting of the Club; and
- (d) save to the extent of exercising not more than 5% of the voting rights that might be exercised at a general meeting of the Club and/or the rights which the Primary Person may have as a director of the Club, having the power or capacity significantly to influence the composition of the board of directors of the Club or the appointment or removal of a person as a director or executive officer of the Club.

### **47.2 Where Rule 47.1 Does Not Apply**

The provisions of Rule 47.1 shall not apply:

- (a) to any agreement, arrangement, understanding, promise or undertaking whether express or implied which was entered into or given and of which the AFL had notice prior to 26 August 1996; and
- (b) to prevent a Club entering into or giving effect to any agreement, arrangement, understanding, promise or undertaking whether express or implied between the Club and a person or persons for the provision of:
  - (i) a bona fide commercial loan of a kind normally made by the lender in the ordinary course of business of the lender, bearing interest at bona fide commercial rates and otherwise on terms and conditions normally contained in bona fide commercial loans made by the lender; or
  - (ii) goods or services of a kind normally provided by the provider in the ordinary course of business of the provider on terms and conditions normally applicable to the provision of such goods or services.

### **47.3 Definitions**

For the purposes of this Rule:

- (a) "person" includes a natural person, body corporate, partnership, trust or other entity.
- (b) "Associate" or "Associates" means:

- (i) where the Primary Person is a body corporate:
  - (A) a director, executive officer or secretary of the Primary Person;
  - (B) a related body corporate of the Primary Person;
  - (C) a director, executive officer or secretary of a related body corporate of the Primary Person;
  - (D) a related entity of the Primary Person;
  - (E) a body corporate or other entity in relation to which the Primary Person has the power or capacity significantly to influence the composition of its board of directors or other controlling body or the appointment or removal of a person as its director or executive officer.
  - (F) a trustee of a trust in relation to which the Primary Person has an interest whether actual, vested or contingent;
  - (G) a partnership in which the Primary Person is a member and any partner of the Primary Person;
  - (H) a person acting or proposing to act in concert with the Primary Person;
  - (I) a person who is associated or who proposes to become associated with the Primary Person in any way; or
  - (J) a person who has given relevant instructions to the Primary Person.
- (ii) where the Primary Person is not a body corporate:
  - (A) a relative of the Primary Person;
  - (B) a body corporate in which the Primary Person has an interest whether as a member, director, executive officer, secretary, chargee or otherwise;
  - (C) a body corporate or other entity in relation to which the Primary Person has the power or capacity significantly to influence the composition of its board of directors or other controlling body or the appointment or removal of a person as its director or executive officer;
  - (D) a trustee of a trust in which the Primary Person has an interest whether actual, vested or contingent;
  - (E) a partnership in which the Primary Person is a member or any partner of the Primary Person;
  - (F) a person acting or proposing to act in concert with the Primary Person;
  - (G) a person who is associated or who proposes to become associated with the Primary Person in any way; or



- (H) a person who has given relevant instructions to the Primary Person.
- (c) "relevant instructions" means instructions or directions:
  - (i) in relation to the acquisition or disposal of any membership of the Club;
  - (ii) in relation to the exercise of any voting or other rights attached to membership of the Club;
  - (iii) in connection with any other matter relating to membership of the Club.
- (d) "executive officer", "related body corporate", "related entity" and "relative" have the meanings ascribed to those terms under the Corporations Act.

#### **47.4 Provision of Information**

A Club shall, within 7 days of a request in writing made by the Commission, provide such information within the knowledge of the Club, in respect of any member or members of the Club as the Commission considers in its absolute discretion may assist it in determining whether there has been a contravention of this Rule.

#### **47.5 Proper Enquiries**

In complying with a request made by the Commission under Rule 47.4, the Club shall make all due and proper enquiries as may be necessary for it to provide to the Commission all relevant information in relation to the request.

#### **47.6 Statutory Declaration**

The Commission may, in its absolute discretion, require the information sought pursuant to any request made under Rule 47.4, to be in writing and to be furnished in the form of a Statutory Declaration made by the president, chairman, general manager, chief executive or any executive officer of the Club.

#### **47.7 Contravention of this Rule**

A Club which contravenes this Rule shall:

- (a) in the case of a contravention of Rules 47.4, 47.5 or 47.6, be liable to a sanction of up to 50 Units. In determining any sanction on a Club under this Rule 47.7(a), the Commission shall provide the relevant Club with an opportunity to submit material or make submissions to the Commission which the Club wishes to be taken into account in determining the amount and manner of payment of the sanction; and
- (b) in the case of:
  - (i) a contravention of Rule 47.4, 47.5 or 47.6 which continues for more than 7 days after the imposition of a sanction under Rule 47.7(a); or
  - (ii) a contravention of Rule 47.1,

the Club shall be ineligible to participate in or derive any benefit from the Australian football competitions conducted by the AFL and without limitation each of the National Draft and the Pre-Season Draft, for such period as the Commission shall in its absolute discretion determine. In determining any period of ineligibility under this Rule 47.7(b), the Commission shall provide the relevant

Club with an opportunity to submit material or to make submissions to the Commission which the Club wishes to be taken into account in determining any such period of ineligibility.

#### **47.8 No Prejudice to Rights Under Club Licence Agreement**

The imposition of a sanction under Rule 47.7 shall not prevent, restrict or prejudice the rights of the AFL under the Club Licence Agreement granted to the Club to field a Team or Teams in the AFL Competition and all rights, remedies and entitlements of the AFL under this Rule shall be in addition to the rights, remedies and entitlements of the AFL under the Club Licence Agreement.

## **48. Confidentiality of Information**

### **48.1 Confidential Information**

The AFL may, at or prior to any Club information meetings held quarterly or at such other interval as may be determined from time to time by the AFL, provide information to Clubs which is Confidential Information of the AFL. The Confidential Information shall be marked confidential if in written form or designated as confidential in any discussion at any Club information meeting ("the Confidential Information"). In respect of all Confidential Information, each Club shall:

- (a) keep secret all such Confidential Information;
- (b) not at any time disclose any of the Confidential Information to any person, firm or corporation other than those of its Officers, employees and agents who receive and/or are obligated to consider the Confidential Information;
- (c) not at any time publish, print or proliferate any of the Confidential Information;
- (d) do all things necessary to protect and safeguard the Confidential Information against disclosure, publication, printing or proliferation; and
- (e) do all things necessary to prevent disclosure, publication, printing or proliferation of any of the Confidential Information by all or any of its officers, employees and agents.

### **48.2 When Information No Longer Confidential**

Each Club shall comply with the provisions of Rule 48 until such time as the AFL notifies the Club that the Confidential Information may be disclosed or until the AFL releases the Confidential Information into the public domain.

### **48.3 Notice of Suspected Breach**

Where the Commission suspects that a Club has breached Rule 48.1, the Commission shall procure the Chief Executive Officer of the AFL to:

- (a) give notice to the Club concerned that the Commission suspects that the Club has breached Rule 48.1 (**Notice**);
- (b) include in the Notice a statement of the grounds upon which the Commission suspects that the Club has breached Rule 48.1; and
- (c) inform the Club in the Notice of the time, place and date when the Commission shall meet to determine whether the Club has breached Rule 48.1 (**Meeting**).

### **48.4 Submissions by Club**

A Club in receipt of a Notice under this Rule shall be entitled to submit any material which it requires the Commission to take into account in considering whether the Club has breached Rule 48.1. Such material shall be in the form of written submissions which must be provided to the Chief Executive Officer not less than 3 days prior to the Meeting. In addition, a representative of the Club, who may be a legally qualified person, shall be entitled to present any further or other material at the Meeting which the Club requires the Commission to take into account in determining whether the Club has breached Rule 48.1.

#### **48.5 Commission May Vary Meeting**

The Commission may vary the time, place and date of the Meeting and shall give at least 7 days written notice of any such variation to the relevant Club.

#### **48.6 Consideration by Commission**

At the Meeting, the Commission shall consider whether the Club has breached Rule 48.1 taking into account any submissions of the Club under Rule 48.4.

#### **48.7 Determination**

At the conclusion of the Meeting, the Commission may:

- (a) determine that the Club has breached Rule 48.1 and impose a sanction; or
- (b) declare that the Club has not breached Rule 48.1; or
- (c) adjourn the further consideration of the matter to a fixed date or indefinitely.

#### **48.8 Submissions on Sanction**

Where the Commission has determined that a Club has breached Rule 48.1, the Club shall be entitled to make further submissions to the Commission on sanction immediately following the determination of the Commission and prior to the Commission considering the imposition of a sanction.

#### **48.9 Sanction**

Where the Commission has determined that a Club has breached Rule 48.1, it shall, after taking into account any submissions of the Club on sanction, impose a sanction which must be no less than 5 Units and no more than 100 Units.

#### **48.10 No Reasons**

The Commission shall not be obliged to give reasons for any determination.

#### **48.11 No Appeal**

Any determination made in accordance with this Rule shall be final and binding and a Club shall not be entitled to appeal any determination of the Commission made in accordance with this Rule.

#### **49. Authorised Officer of the AFL**

The Authorised Officer of the AFL appointed to execute the AFL Standard Playing Contract is the General Counsel.

## **50. Football Department Expenditure**

### **50.1 Objectives**

- (a) The AFL and the Clubs wish to ensure that teams participating in the AFL Competition are as well matched and financially viable as possible.
- (b) Increasing levels of (non-Player) expenditure associated with the football department operations of Clubs and differentials between levels of (non-Player) expenditure in connection with football department operations between Clubs adversely impact the competitive balance between the Clubs.
- (c) The objectives of the Football Department Expenditure Rules are to be found in this Rule 50, the FDE Manual and any guidelines issued from time to time.
- (d) The objective of the Football Department Expenditure Rules include:
  - (i) ensuring the financial viability of all Clubs in the AFL Competition;
  - (ii) controlling costs pressure on Clubs;
  - (iii) endeavouring to ensure that teams participating in the AFL Competition are as well matched as possible; and
  - (iv) ensuring a competitive and popular competition.
- (e) The AFL and the Clubs consider the Football Expenditure Rules are reasonably necessary to further the objectives of the rule.

### **50.2 Commission to Fix Football Department Expenditure Threshold**

The Commission shall fix from time to time the Football Department Expenditure Threshold to apply in any Football Year.

### **50.3 Consequence of Club Exceeding Football Department Expenditure Threshold**

Subject to anything contrary in the FDE Manual or any guidelines issued for a particular case by the Commission or General Counsel, if, in any Football Year, the Football Department Expenditure of any Club (as determined by the AFL) exceeds the Football Department Expenditure Threshold for that Football Year then:

- (a) the Club shall pay the Levy to the AFL; or
- (b) the AFL may deduct the Levy from any payment or payments that would otherwise may have been made by AFL to the Club,

in accordance with the FDE Manual.

### **50.4 Extent of Football Department Expenditure**

The General Counsel may determine the value of all or any part of any non-cash consideration, advantage or other benefit given, provided, made, made available to or applied by a Club, or an Associate of a Club toward Football Department Expenditure.

## **50.5 Payments to be Included if Explanation Unsatisfactory**

- (a) The General Counsel may seek an explanation from a Club as to the nature of and details concerning any payment, consideration, advantage or other benefit given, provided, made, made available or applied or proposed to be given, provided, made, made available or applied by or for the benefit of a Club.
- (b) If the Club fails to explain within a reasonable period of time the payment, consideration, advantage or other benefit given, provided, made, made available or applied or proposed to be given, provided, made, made available or applied by or for the benefit of a Club to the reasonable satisfaction of the General Counsel he may deem such payment, consideration, advantage or other benefit to be Football Department Expenditure of such Club for the purposes of these Football Department Expenditure Rules.

## **50.6 Rulings**

A Club may at any time submit to the General Counsel true, complete and accurate particulars of any payment, consideration, advantage or other benefit given, provided, made, made available or applied or proposed to be given, provided, made, made available or applied by or for the benefit of a Club with a request that the General Counsel issue a ruling as to whether such payment, consideration, advantage or other benefit constitutes Football Department Expenditure and as to their value for the purposes of the Football Department Expenditure Rules. Any ruling of the General Counsel shall be final and binding.

## **50.7 Budgets of Football Department Expenditure to be lodged with AFL**

- (a) Each Club shall lodge with AFL a true, complete and accurate copy of the operating and capital expenditure budgets for the Club for each Football Year (including separate budgets detailing proposed Football Department Expenditure and, if required, financial records of the Club), in the form signed by the Club official and by the time prescribed in the FDE Manual. A Club who fails to lodge a copy of a budget as set out in this Rule shall be liable to a sanction.

Maximum Sanction: 20 Units

- (b) Each Club shall lodge with AFL a true, complete and accurate updated copy of the operating and capital expenditure budgets for the Club for each Football Year (including separate budgets detailing proposed Football Department Expenditure and, if required, financial records of the Club), in the form signed by the Club official and by the time prescribed in the FDE Manual. A Club which fails to lodge a copy of a budget as set out in this Rule shall be liable to a sanction.

Maximum Sanction: 20 Units

## **50.8 Football Department Expenditure Reporting**

- (a) For the purposes of this Rule 50.8, the 'Football Department Expenditure Reconciliation' means the document in the form prescribed from time to time by the General Counsel as the Football Department Expenditure Reconciliation.
- (b) On or before 28 February, or such other date as advised by the General Counsel, following the end of each Football Year and at such other times as requested by the General Counsel, each Club shall lodge with the General Counsel a statement in the form prescribed in the FDE Manual. The statement shall:

- (i) disclose the total Football Department Expenditure for the relevant Football Year;
  - (ii) be accompanied by a Football Department Expenditure Reconciliation for the relevant Football Year;
  - (iii) be accompanied by such other documents and information as specified or requested from time to time by the General Counsel; and
  - (iv) be signed by the President and Chief Executive, Chief Financial Officer and Football Manager of the Club.
- (c) A Club who does not complete and lodge the statement (inclusive of the Football Department Expenditure Reconciliation and such other documents or information requested by the General Counsel), within the prescribed time shall be liable to a sanction.

Maximum Sanction: 40 Units.

## **50.9 Auditor's Statement**

- (a) On each occasion when a Club's accounts are audited and in any case not less than once per year, the Club shall obtain from its Auditor a statement that the Auditor:
- (i) has read and understood the definition of Football Department Expenditure contained in these Rules;
  - (ii) has read and understood the obligations imposed on the Club under this Rule 50, each and all of the other Rules relating to the Football Department Expenditure and the FDE Manual;
  - (iii) has investigated the payments, consideration, advantage or other benefits relating in any way to or which is connected with the football department operations of the Club;
  - (iv) is satisfied that all payments, consideration, advantage or other benefits relating in any way to or which is connected with Football Department Expenditure contained in the Club's accounts have been identified and that a detailed reconciliation of all Football Department Expenditure has been provided to the AFL in a format satisfactory to the General Counsel;
  - (v) is satisfied that:
    - (A) the details provided to the AFL under the budgets, amended budgets and financial reports lodged under Rule 50.7 were true and fair;
    - (B) the details provided to the AFL under the Football Department Expenditure Reconciliation forming part of the Club's statement under Rule 50.9 is complete and correct;
    - (C) to the best of his, her or its knowledge, that all Football Department Expenditure has been fully and completely disclosed to the AFL; and
    - (D) the Club has obtained written confirmation from those Associates of the Club nominated from time to time by the General Counsel,



specifying all payments, consideration, advantage or other benefits which such Associates of the Club have given, provided to, made, made available or applied for the benefit of, the Club.

- (b) A Club must lodge the statement from its Auditor with the General Counsel by 28 February following the end of the relevant Football Year or by such other time advised by the General Counsel. A Club who does not lodge the statement from its Auditor within the prescribed time shall be liable to a sanction.

Maximum Sanction: 100 Units

#### **50.10 Clubs to do all Things Necessary to Assist General Counsel**

- (a) Clubs to Keep Records

Each Club will keep complete, true, accurate and up to date written records and documents relating to any Football Department Expenditure, including any relevant agreements, contracts, purchase orders, invoices and payment records. Each Club will keep these records and documents for not less than 5 years after the Football Year to which they relate.

Maximum Sanction: 20 Units

- (b) Asset Register

Each Club will prepare and maintain a complete, true, accurate and up to date register of all Football Department Facilities. The register will be in the form prescribed in the FDE Manual. Upon request by the General Counsel, each Club shall provide the General Counsel with a copy of such register and any and all supporting books, documents, records, articles or things in the possession or control of the Club or any person or entity controlled by the Club.

Maximum Sanction: 20 Units

- (c) Statutory Declaration on behalf of Club

Upon request by the General Counsel, the Chief Executive, Chief Financial Officer or Football Manager of a Club (as nominated by the General Counsel) will provide to the General Counsel a Statutory Declaration in the form prescribed in the FDE Manual in relation to any payment, consideration, advantage or other benefit directly or indirectly given, provided, made, made available or applied to or in connection with the Club (including payments, consideration, advantage or other benefit to or in connection with Football Department Staff or an Associate of Football Department Staff).

Maximum Sanction: 20 Units

- (d) Full and Free Access of a Club's Records

Each Club shall permit the General Counsel to have full and free access to any premises occupied by or in the control of the Club and such books, documents, records, articles or things in the possession or control of the Club or any person or entity controlled by the Club as the General Counsel believes may be relevant to his enquiries in relation to the Football Department Expenditure Rules.

Maximum Sanction: 20 Units

- (e) Provision of Information

Upon a request and within the time specified by the General Counsel, a Club shall provide to the General Counsel such information or details concerning or relating in any way to, or which is connected with, any payments, consideration, advantages or other benefits given, provided, made, made available or applied or proposed to be given, provided, made, made available or applied to or for the benefit of a Club or by any Associate of the Club.

Maximum Sanction: 20 Units

(f) Copies

Upon being so requested a Club shall provide the General Counsel with copies of such books, documents, records, articles or things in the possession of or under the control of the Club or any person or entity controlled by the Club as the General Counsel believes may be relevant to his enquiries in relation to the Football Department Expenditure Rules.

Maximum Sanction: 20 Units

### **50.11 Attendance Before General Counsel**

- (a) Each Club shall as soon as practicable upon request by the General Counsel procure and ensure the attendance before the General Counsel of a Club Official, any Associate of a Club Official, Player, any Associate of a Player of the Club or any Associate of the Club, including without limitation any director, officer, servant, contractor, agent, supporter, sponsor or financial contributor to the Club and the Club shall ensure that such person or persons:
- (i) fully co-operates with the General Counsel;
  - (ii) fully and truthfully answers any questions asked by the General Counsel; and
  - (iii) provides any document in his, her or its possession or control as requested by the General Counsel.
- (b) Where a Club Official, any Associate of a Club Official, Player, any Associate of a Player or any Associate of a Club including without limitation any director, officer, servant, contractor, agent, supporter, sponsor or financial contributor to the Club, fails to attend before the General Counsel or otherwise fails to fully co-operate with the General Counsel, the Club shall be liable to a sanction.

Maximum Sanction: 20 Units

### **50.12 Financial Records, Cheques and Journals**

Each Club shall provide to the AFL immediately upon request and without limitation to the generality of Rule 50.10(e) copies of all financial records (including bank statements) relating to the Club and all books, documents, records, articles or things relating to the financial records issued by or on behalf of or for the benefit of the Club.

Maximum Sanction: 20 Units

### **50.13 Club Officials to do all Things Necessary to Assist General Counsel**

- (a) Full and Free Access to Club Official's Records

Each Club Official shall permit the General Counsel to have full and free access to such of the Club Official's books, documents, records, articles or things as the General Counsel believes may be relevant to his enquiries in relation to the Football Department Expenditure Rule.

Maximum Sanction: 20 Units

(b) Statutory Declaration by Club Official

Upon request by the General Counsel, a Club Official will provide to the General Counsel a Statutory Declaration in the form prescribed in the FDE Manual in relation to the payment, consideration, advantage or other benefit directly or indirectly given, provided, made, made available or applied to or in connection with that Club Official in relation to Football Department Expenditure.

Maximum Sanction: 20 Units

(c) Provision of Information

Upon a request and within the time specified by the General Counsel, a Club Official shall provide to the General Counsel such information or details concerning or relating in any way to, or which is connected with, any payments, consideration, advantages or other benefits given, provided, made, made available or applied or proposed to be given, provided, made, made available or applied to or for the benefit of a Club or any Associate of the Club.

Maximum Sanction: 20 Units

(d) Copies

Each Club Official shall immediately upon request provide or ensure that any other relevant person provides the General Counsel with copies of any of the books, files, papers, documents, records, articles or things referred to in this Rule or any other books, files, papers, documents, records, articles or things in the possession of or under the control of the Club Official or any Associate of a Club Official as the General Counsel believes may be relevant to his enquiries in relation to the Football Department Expenditure Rule.

Maximum Sanction: 20 Units

(e) Club Official to Ensure Attendance of Associates

Each Club Official shall immediately upon request by the General Counsel procure and ensure the attendance before the General Counsel of any Associate of a Club Official. The Club Official shall ensure that each such person or entity:

- (i) fully co-operates with the General Counsel;
- (ii) fully and truthfully answers any questions asked by the General Counsel;
- (iii) provides any document in his, her or its possession or control as requested by the General Counsel.

Where any Associate of a Club Official fails to attend before the General Counsel or otherwise fails to fully co-operate with the General Counsel, the Club Official shall be liable to a sanction.

Maximum Sanction: 20 Units

(f) **Deregistration/Suspension of Club Official**

In addition to any monetary sanction prescribed in this Rule, any Club Official who fails to comply with each and all of the obligations set out in this Rule 50.13 shall not be entitled to be registered or remain registered with the AFL as a Club Official and the AFL may deregister the Club Official as a Club Official or suspend the Club Official.

**50.14 No Breach of Statute**

Each of the powers, requirements and obligations set out in this Rule shall be read and construed so as not to infringe or breach any statute or regulation and shall be limited or severed to the extent that any statute or regulation requires. Without limitation to the foregoing, nothing contained in this Rule shall or shall be deemed to directly or indirectly require:

- (a) a person to quote that person's tax file number;
- (b) the production of a document or copy of a document on which a tax file number is recorded without allowing the person to whom the tax file number belongs the right to remove that number if he or she so wishes;
- (c) a person to quote another person's tax file number;
- (d) authorise or permit a person to divulge or communicate another person's tax file number to a third party;
- (e) a person to make a record of any taxation information relating to another person or divulge or communicate to another person any taxation information relating to a third person or otherwise make use of any taxation information relating to another person where such information was disclosed or obtained in breach of a provision of the taxation law; or
- (f) any act, matter or thing which constitutes an offence under the *Taxation Administration Act* 1953 and any amendment thereto and/or the *Privacy Act* 1988 and/or any rules issued under Section 17 of the said *Privacy Act* 1988.

**50.15 Certain Information to be Treated as Confidential**

Save as may be necessary or required for the operation and enforcement of the Rules and the FDE Manual, AFL will keep any confidential information it receives under the Football Department Expenditure Rules confidential, other than where disclosure is required by law or to AFL's external advisors for purposes associated with these Rules. In this Rule 50.15 'confidential information' is limited to information that is expressly identified to be confidential at the time it is provided to AFL and the requirement to keep the information confidential will cease upon that information being disclosed publicly (other than by a breach of this Rule) or notification from the disclosing party that it no longer wishes to assert a claim for confidentiality. Upon request, a disclosing party must provide to General Counsel details of the basis for any claim that information is confidential information.

**50.16 No False or Misleading Information**

No Club or Person shall knowingly provide to the General Counsel or his delegates any information which is in any respect false or misleading or likely to mislead.

Maximum Sanction: 20 Units

#### **50.17 Decision of General Counsel Final and Binding**

Any decision of the General Counsel under the Football Department Expenditure Rules is final and binding.

#### **50.18 General Counsel May Issue FDE Manual**

The General Counsel may issue a FDE Manual containing, among other things, guidelines as to the operation of the Football Department Expenditure Rule and the valuation of Football Department Expenditure, and such guidelines shall be binding on the Club and each Person who is subject to the Rules.

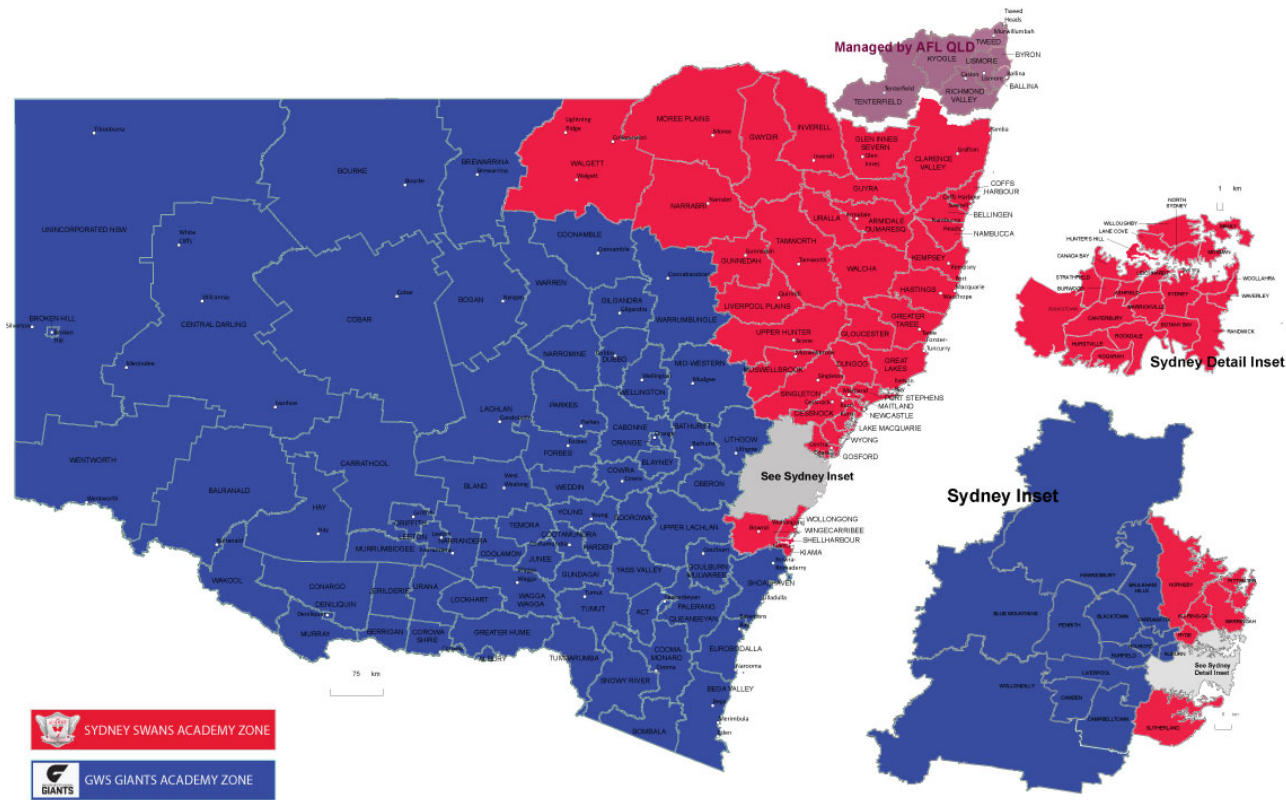
## Appendix 1 – List Sizes

PRIMARY LIST SIZE	CATEGORY A ROOKIES	CATEGORY B ROOKIES	TOTAL ROOKIES (Maximum)	TOTAL (Max)
<b>36</b> (Minimum)	<b>1 - 6</b>	<b>0 - 2</b>	<b>8</b>	<b>44</b>
<b>37</b>	<b>0 - 5</b>	<b>0 - 2</b>	<b>7</b>	<b>44</b>
<b>38</b> (Maximum)	<b>0 - 4</b>	<b>0 - 2</b>	<b>6</b>	<b>44</b>

Appendix 2 – Developing Market Region in NSW

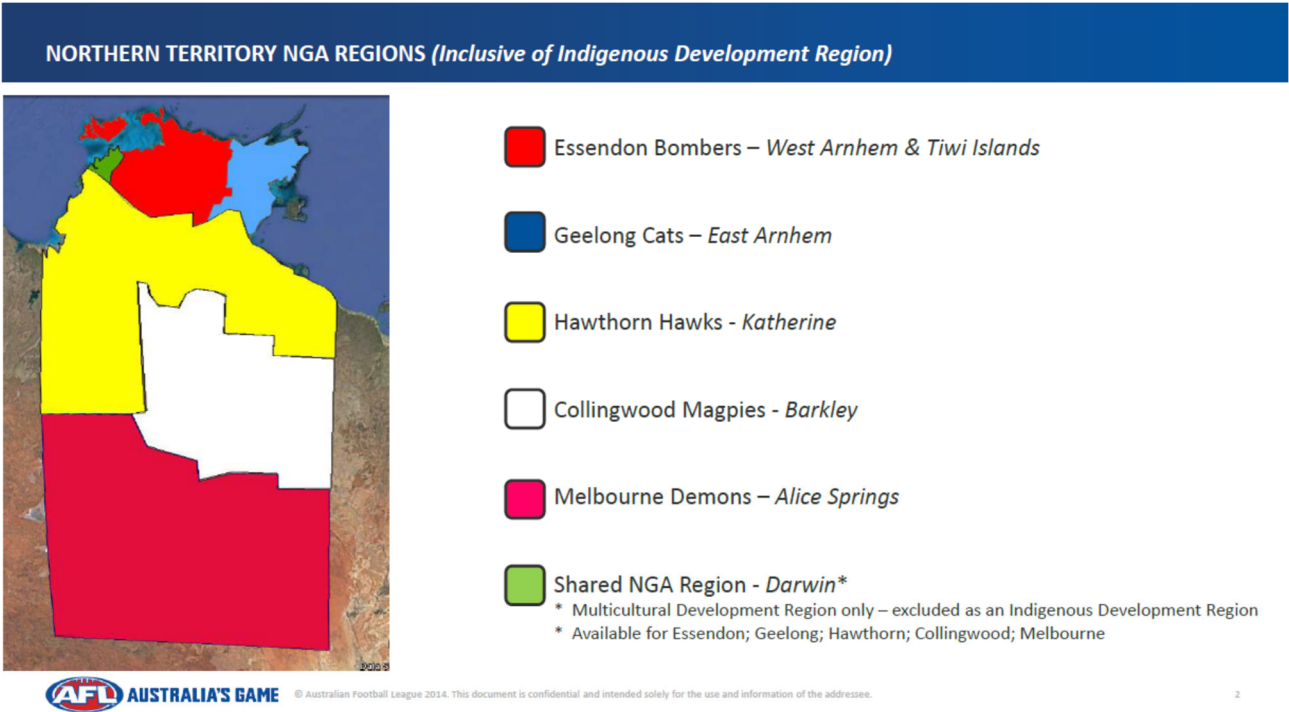
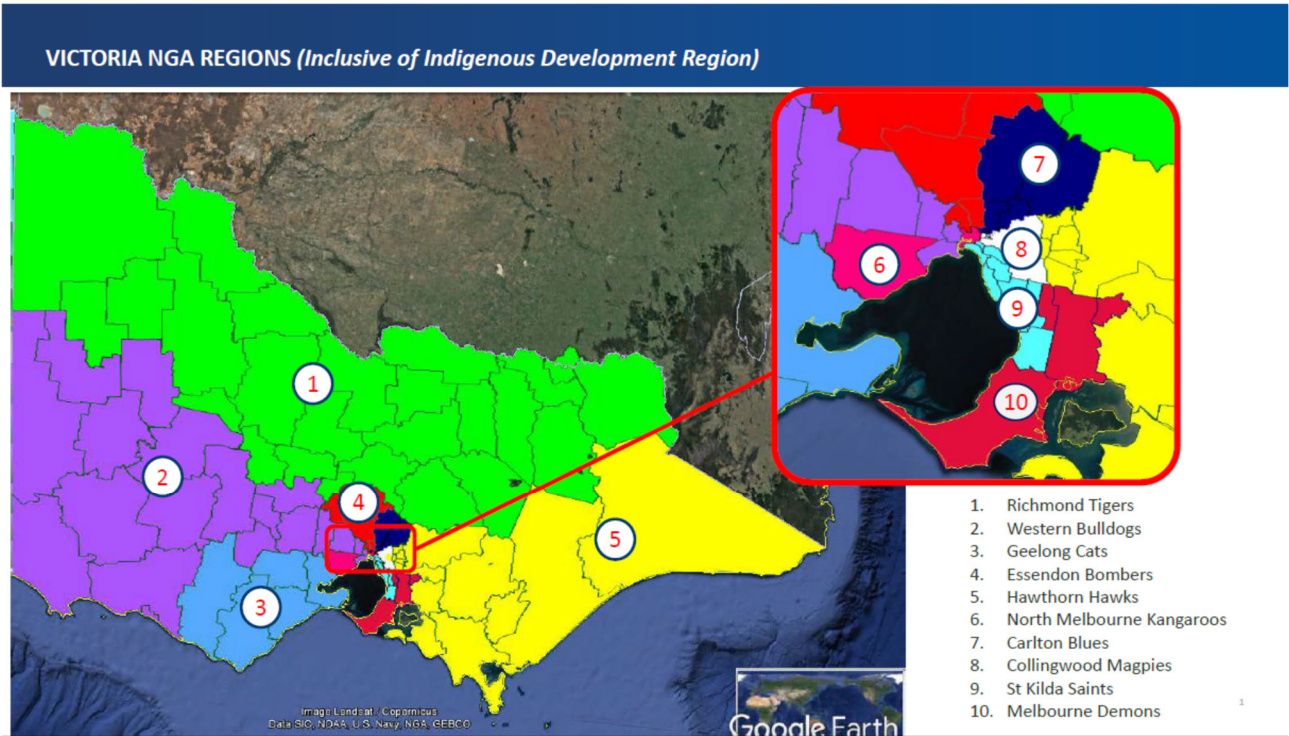


Appendix 2A – Academy Region

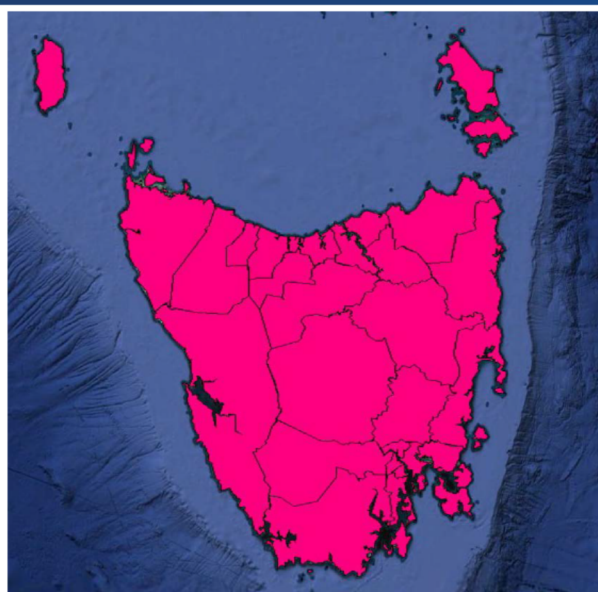





# Appendix 3 – Indigenous Development Region



## TASMANIA NGA REGION (Inclusive of Indigenous Development Regions)



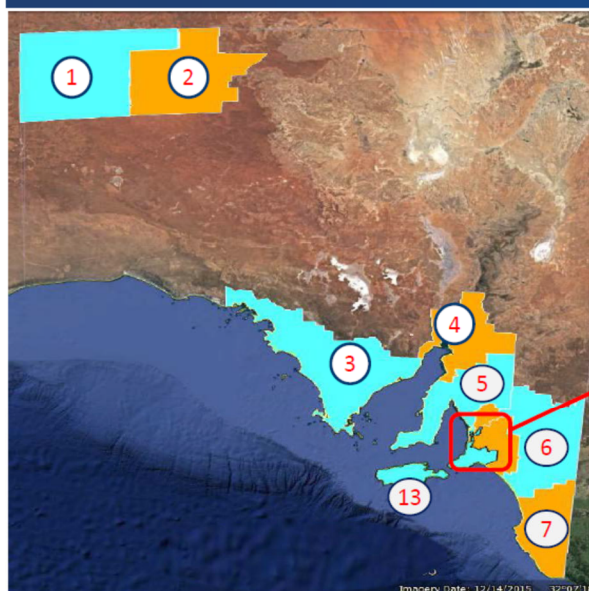
 North Melbourne Kangaroos



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## SOUTH AUSTRALIA NGA REGIONS (Exclusive of Indigenous Development Regions)



### Port Adelaide Power

1. APY Lands West (Indigenous Development Region included)
3. Norwood Country
5. Woodville West Torrens
6. West Adelaide Country
9. Norwood Metro
10. West Adelaide Metro
13. South Adelaide

### Adelaide Crows

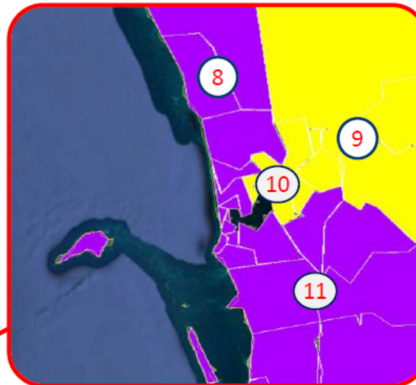
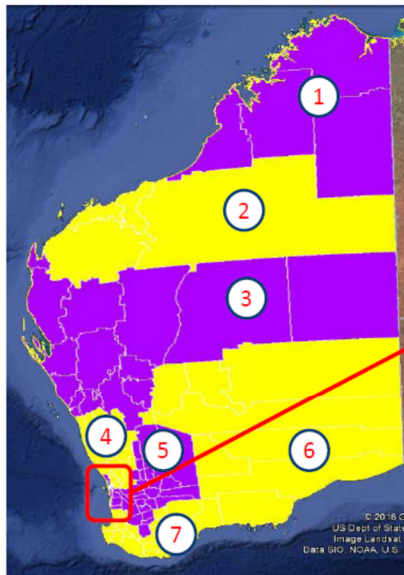
2. APY Lands East (Indigenous Development Region included)
4. North Adelaide Country
7. Glenelg Country
8. Central Districts
11. North Adelaide Metro
12. Glenelg Metro
14. Sturt



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## WESTERN AUSTRALIA NGA REGIONS (Exclusive of Indigenous Development Regions)



### Fremantle Dockers

- 1. Kimberly (*Indigenous Development Region included*)
- 3. Mid West
- 5. Wheatbelt
- 8. Claremont & West Perth
- 11. Peel & South/East Fremantle

### West Coast Eagles

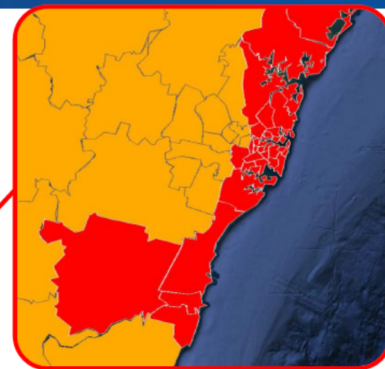
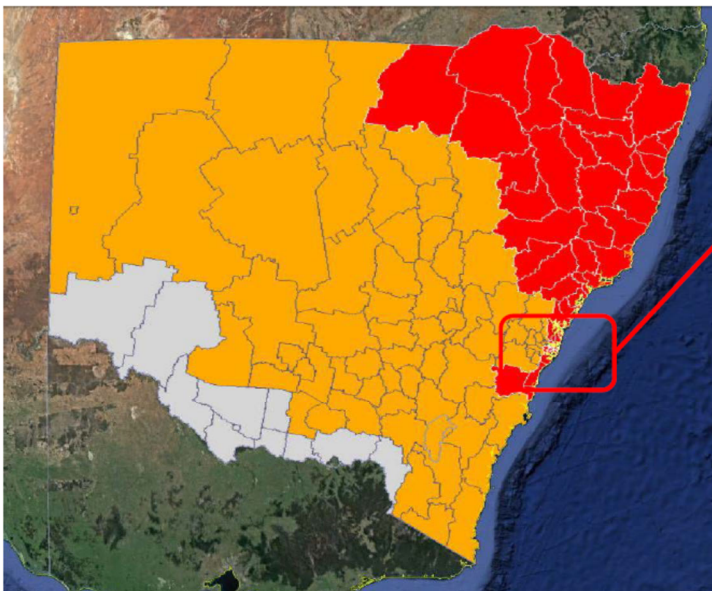
- 2. Pilbara (*Indigenous Development Region included*)
- 4. Midlands
- 6. Goldfields
- 7. Great Southern & South West
- 9. Swan Districts & East Perth
- 10. Subiaco & Perth



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## NSW CLUB ACADEMY & NGA REGIONS (Inclusive of Indigenous Development Regions)



- Sydney Swans CA & NGA Region
- GWS Giants CA & NGA Region
- GWS Giants NGA only Region

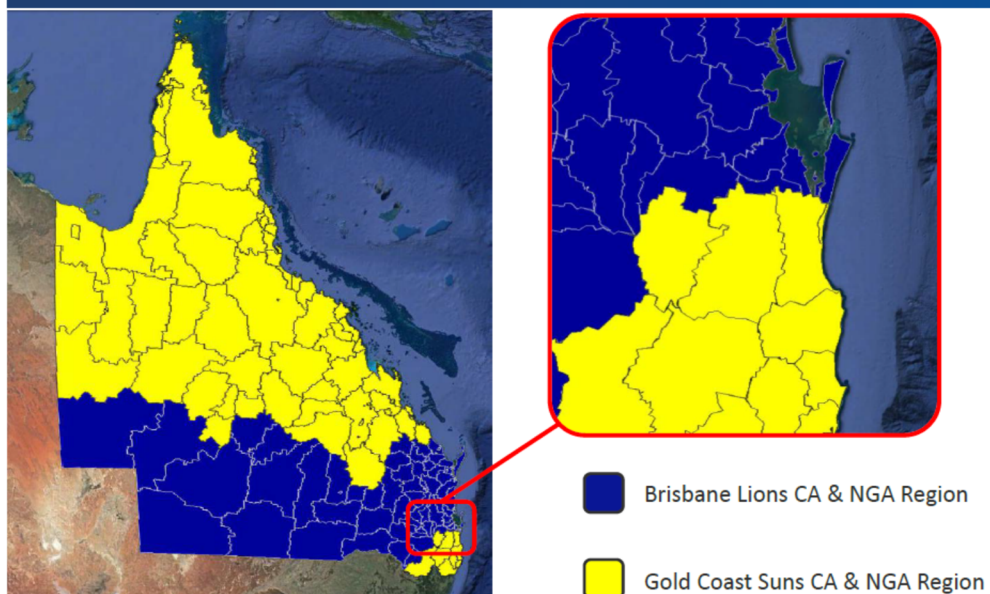


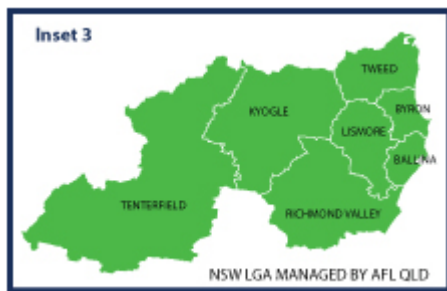
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## QUEENSLAND CLUB ACADEMY & NGA REGIONS *(Inclusive of Indigenous Development Regions)*





## Schedule 1 – Prescribed Forms

FORM NO.	FORM NAME	APPLICABLE RULE
FORM 1	No Longer Available	
FORM 2	Declaration with respect to Salaries – Player	(Rule 4.2(b) and 28.3(d))
FORM 2A	Declaration with respect to Salaries – Additional Services Agreements – Player	(Rule 28.4(h))
FORM 2B	Declaration with respect to Salaries – Variation of Contract – Player	(Rule 28.3(d))
FORM 2C	No Longer Available	
FORM 2D	Declaration with respect to Salaries - Player Arrangements with a Club Sponsor which have no connection with the Club Sponsorship – Player	(Rule 4.2(b) and 28.4(k))
FORM 2G	Declaration with respect to Salaries – Variation of Additional Services Agreements – Player	(Rule 28.4(j))
FORM 3	Declaration with respect to Salaries – Club	(Rule 4.2(c) and 28.3(d))
FORM 3A	Declaration with respect to Salaries –Additional Services Agreement – Club	(Rule 28.4(h))
FORM 3B	Declaration with respect to Salaries – Variation of Contract – Club	(Rule 28.3(d))
FORM 3C	Declaration with respect to Benefits – Club	(Rule 13.2(h))
FORM 3D	Declaration with respect to Salaries - Player Arrangements with a Club Sponsor which have no connection with the Club Sponsorship - Club	(Rule 4.2(b) and 28.4(k))
FORM 3E	Statutory Declaration with respect to Player Arrangements with a Club Sponsor/Associate which have no connection with the Club Sponsorship	(Rule 28.4(k))
FORM 3F	Declaration with respect to Benefits – Club Academy Player – Club	(Rule 14.3(e))
FORM 3G	Declaration with respect to Salaries – Variation of Additional Services Agreements - Club	(Rule 28.4(j))
FORM 4	Declaration with respect to Salaries – Accredited Agent/Parent/Legal Guardian	(Rule 4.2(d) and 28.3(d))

FORM NO.	FORM NAME	APPLICABLE RULE
<b>FORM 4A</b>	Declaration with respect to Salaries – Additional Services Agreements - Accredited Agent/Parent/Legal Guardian	<b>(Rule 28.4(j))</b>
<b>FORM 4B</b>	Declaration with respect to Salaries – Variation of Contract - Accredited Agent/Parent/Legal Guardian	<b>(Rule 28.3(d))</b>
<b>FORM 4C</b>	Declaration with respect to Benefits	<b>(Rule 13.2)</b>
<b>FORM 4D</b>	Declaration with respect to Salaries - Player Arrangements with a Club Sponsor which have no connection with the Club Sponsorship - Accredited Agent/Parent/Legal Guardian	<b>(Rule 28.4(d))</b>
<b>FORM 4E</b>	Declaration with respect to Benefits – Club Academy Player Parent/ Legal Guardian	<b>(Rule 14.3(e))</b>
<b>FORM 4G</b>	Declaration with respect to Salaries – Variation of Additional Services Agreements – Accredited Agent/Parent/Legal Guardian	<b>(Rule 28.4(j))</b>
<b>FORM 5</b>	<b>No Longer Available</b>	
<b>FORM 6</b>	Unlisted Players Training with AFL Clubs	<b>(Rule 5.8)</b>
<b>FORM 7</b>	Primary List – National Draft Selection Meeting	<b>(Rule 6.1)</b>
<b>FORM 7A</b>	Primary List – Deletions Notice	<b>(see regulations)</b>
<b>FORM 7B</b>	Primary List – Additions Notice	<b>(see regulations)</b>
<b>FORM 8</b>	Notification of Transfer of Player(s) for Player(s) or Draft selection(s)	<b>(Rule 9.1)</b>
<b>FORM 9</b>	Statutory Declaration by Transferor by Club 1 (Transfer of Player in Exchange for Draft selection or Player)	<b>(Rule 9.1)</b>
<b>FORM 10</b>	Statutory Declaration by Club 2 (Transfer of Player in Exchange for Draft selection or Player)	<b>(Rule 9.1)</b>
<b>FORM 11</b>	Nomination for Draft	<b>(Rule 7.3)</b>
<b>FORM 12</b>	Primary List – Pre-Season Draft Selection Meeting	<b>(Rule 7)</b>
<b>FORM 12A</b>	Primary List – Deletions Notice	<b>(see regulations)</b>
<b>FORM 12B</b>	Primary List – Additions Notice	<b>(see regulations)</b>
<b>FORM 13</b>	Notice to Arbitrator	<b>(Rule 21.3(b))</b>

FORM NO.	FORM NAME	APPLICABLE RULE
FORM 14	Answering Notice	(Rule 21.6)
FORM 15	Application to Appeal Board for Release	(Rule 22.2)
FORM 16	Club wishing to employ an Applicant for Release	(Rule 22.5)
FORM 17	Notice of Appeal	(Rule 42.4)
FORM 18-1	Notice of Charge	(Rule 29.7)
FORM 18-2	Notice of Hearing	(Rule 29.7)
FORM 19	Nomination by Club and consent by Player to be Drafted pursuant to the Father and Son Rule	(Rule 8.5)
FORM 20	Application to Alter List (* Primary, * Rookie, *International Scholarship)	(Rule 5.6, 10.7, 13.3 and 39.3)
FORM 21	Notice of Report	(see regulations)
FORM 22	<b>No Longer Available</b>	
FORM 23	Application for Inclusion on Long Term Injury List	(Rule 26.2(a))
FORM 23A	Application for Transfer from Long Term Injury List to Primary List	(Rule 26.4)
FORM 24	<b>No Longer Available</b>	
FORM 25	Incident Referral  (No change)	(see regulations)
FORM 26	Total Football Payments. Statement by Club reporting Football Payments to the Australian Football League	(Rule 28.6(d))
FORM 27	Notice of Referred Charge	(see regulations)
FORM 28	Notice of Early Plea	(see regulations)
FORM 29	Notice of Charge	(see regulations)
FORM 30	Notice for Investigation	(see regulations)
FORM 31	Medical Report	(see regulations)
FORM 32	Nomination by Club and Consent by Player to be retained on the Rookie List	(Rule 10.10)



<b>FORM NO.</b>	<b>FORM NAME</b>	<b>APPLICABLE RULE</b>
<b>FORM 33</b>	Nomination by Club For a Player To Be Included on the Primary List	<b>(Rule 10.11(a)(i), (iii) and 13.4(b))</b>
<b>FORM 34</b>	Nomination by Club For a Player To Be Included on the Rookie List (with consent)	<b>(Rule 10.2 and 10.5(a); 10.6, 13.5)</b>
<b>FORM 34A</b>	Nomination by Club For a Player To Be Included on the Rookie List (without consent)	<b>(Rule 10.2, 15.8(d))</b>
<b>FORM 35</b>	International Scholarship List	<b>(Rule 13.3(b))</b>
<b>FORM 36</b>	Nomination by Club for a Player to be Nominated Rookie	<b>(Rule 10.16)</b>
<b>FORM 37</b>	Alternative Talent Player	<b>(Rule 11.1)</b>
<b>FORM 38</b>	Application to Relist a Player on a Club's List	<b>(Rule 18.3)</b>
<b>FORM 39</b>	Club Academy List	<b>(Rule 14.3(a)(ii))</b>
<b>FORM 39A</b>	Draft Eligible Club Academy Player List/ Draft Eligible Father/Son Player List	<b>(Rule 8.4(b) and 14.4)</b>
<b>FORM 40</b>	Player Request for Removal from a List	<b>(Rule 6.2 and 17.1(c))</b>
<b>FORM 40A</b>	Notification of Rookies not accepting Contract of Service	<b>(Rule 17.1(f))</b>
<b>FORM 41</b>	Notification of Contract of Service with a Restricted Free Agent – including Matching Offer	<b>(Rule 17.5(b) and 17.5(e))</b>
<b>FORM 42</b>	Notification of Contract of Service with a Restricted Free Agent	<b>(17.4(b))</b>