



Ski Racing Australia

Selection Policy

2019 SRA Australian Team

**SELECTION POLICY
2019 SRA AUSTRALIAN TEAM**

1. Background

- (a) For the purposes of this Selection Policy:
 - (i) the Team is the **2019 SRA Australian Team**;
 - (ii) the Competition is the **2019 IWWF World Waterski Racing Championships**;
 - (iii) the Competition will take place between **7 and 15 September 2019** in **Vichy, France**; and
 - (iv) the Eligibility Event is **competing in any event (Age, Engine or Marathon)** at the **2019 Australian Speed & Marathon Championships**, which will take place between **Tuesday 8 - Friday 11 January 2019** in **Jindabyne**.
 - (v) the Selection series is **as tabled in 6 (a)**
- (b) This Selection Policy details the process and criteria by which Ski Racing Australia Association Inc. (**SRA**) will select athletes to the Team to compete at the Competition.
- (c) The Selection Policy can be amended at any time by SRA if SRA is of the opinion that such an amendment is necessary for any of the following reasons:
 - (i) as a result of any change in Team eligibility criteria or rules;
 - (ii) as a result of any change in the rules governing the Competition or a particular event in the Competition;
 - (iii) to give effect to the Selection Policy following a drafting error or oversight; or
 - (iv) to clarify any ambiguity or otherwise give effect to the intended meaning of the Selection Policy.
- (d) SRA will publish amendments to the Selection Policy on its website, and those amendments shall take effect immediately. Otherwise, SRA shall not be responsible or liable in any way to anyone as a result of any such amendment.
- (e) This Selection Policy will be published on the SRA website.

2. Selection Panel

- (a) The SRA Selection Panel means the panel as appointed by SRA from time to time. The SRA Selection Panel:
 - (i) will comprise five individuals, each with previous national or international experience or involvement in water skiing competitions (each a **National Selector**);

- (ii) must not contain any SRA director, or an athlete competing in the Selection Series;
 - (iii) will appoint one of their number to act as Chair of Selectors, and must notify SRA within seven days of the SRA Selection Panel's first meeting of the person appointed Chair of Selectors; and
 - (iv) will use the CEO of SRA as administrator.
- (b) Where any National Selector becomes, or is unable to meet, his or her responsibilities under this Selection Policy, SRA will seek nominations and replace that National Selector.
 - (c) A National Selector must declare his or her interest in any matter relating to the operation of the SRA Selection Panel in which a conflict of interest arises or may arise, and shall absent himself or herself from discussion of and participation in such matter and shall not be entitled to vote in respect of such matter. If the National Selector votes, the vote shall not be counted.
 - (d) The SRA Selection Panel will select the Team.
 - (e) When selecting the Team, the SRA Selection Panel will select the Team in accordance with this Selection Policy.

3. Team composition, size and rankings.

- (a) Neither the Selection Policy, nor SRA or IWWF require SRA to select the maximum possible number of athletes to a Team. Accordingly, final Team members and composition of the Team are determined at the absolute discretion of the SRA Selection Panel as set out in this Selection Policy. For the avoidance of doubt, nothing in this Selection Policy operates so as to require the SRA Selection Panel to select any athletes to the Team or fill all available positions on the Team.
- (b) The Team will, in accordance with applicable eligibility requirements for the Competition, consist of a maximum of three athletes per class, plus one reserve per class.
- (c) Where reasonable and having taken into consideration all other relevant factors, SRA will endeavour to ensure that the Team is made up of the same number of male athletes as female athletes. However, for the avoidance of doubt, this clause is non-binding and does not require SRA to select or not select athletes based on their gender in order to alter the gender composition of the Team.

4. Eligibility to participate in the Selection Series

To be eligible to participate in the Selection Series, an athlete must:

- (a) be a full member of SRA;
- (b) meet all applicable IWWF rules for age eligibility.

5. Eligibility criteria for selection in the Team

To be eligible for selection in the Team for the Competition, an athlete must:

- (a) have participated in the Eligibility Event;
- (b) be an Australian citizen who is eligible to represent Australia at the Competition as per the IWWF nationality requirements;
- (c) prior to competition in selection race 1, pay to SRA a non-refundable nomination fee of \$200 (inc GST) to SRA's nominated 'Team Fund' bank account;
- (d) owe no outstanding financial liabilities to SRA;
- (e) meet all eligibility rules in relation to any age requirements imposed by the IWWF;
- (f) sign and return the application form in Annexure A (**Application for Selection**) to SRA via email prior to the first Selection Race. If an athlete has not completed the first two Selection Races but still wishes to be considered by the SRA Selection Panel, the athlete must return the Application for Selection prior to the third Selection Race. The SRA CEO may accept an Application for Selection after this time at his/her absolute discretion;
- (g) meet the Performance Requirements applicable to the event in question;
- (h) be a registered member of, and in good standing with, SRA; and
- (i) have at all times acted in a proper manner and not have engaged in any conduct that has or is likely to bring SRA or the sport of ski racing into disrepute, censure or ridicule.

6. Athlete Selection Process and Criteria

The requirements to be met by an athlete in order to be considered for selection (**Performance Requirements**) for different events at the Competition are as follows, and are subject at all times to adjustment in accordance with **clause 2** of this Selection Policy.

Objective Criteria

- (a) A series of seven selection races will be used (**Selection Series**). The seven individual selection races (each a **Selection Race**) are as follows:

Race #	Date	Event	Location
1	8/1/19	World Selection Race 1	Jindabyne
2	23/2/19	World Selection Race 2	Robe
3	24/2/19	World Selection Race 3	Robe
4	30/3/19	World Selection Race 4	Botany Bay
5	31/3/19	World Selection Race 5	Botany Bay
6	4/5/19	World Selection Race 6	Lake Mulwala
7	5/5/19	World Selection Race 7	Lake Mulwala

- (b) Points will be awarded to the following athletes in each separate Selection Race within the Selection Series:

Finishing place	Points
1st	12
2nd	8
3rd	6
4th	4
5th	2
6th	1
7th or below	0

- (c) Points will not be awarded to any athlete for a particular Selection Race where the athlete does not start, or finish, that Selection Race.

Selection

- (d) The points scored by each athlete in their five highest-scoring Selection Races will be tallied (**Points Tally**).
- (e) For the avoidance of doubt, each athlete's Points Tally does not include the points scored (if any) by that athlete in their sixth and seventh-highest scoring Selection Races in the Selection Series.
- (f) The four athletes with the highest Points Tally will be selected to the Team.

Tiebreaker

- (g) If two or more athletes have the same Points Tally (**Tied Athletes**) and there are less positions in the Team to be filled than the number of Tied Athletes, the tie will be broken as follows:
- (i) the number of Selection Races in the Selection Series at which all of the Tied Athletes competed at will be determined (**Competing Races**); and
 - (ii) the Tied Athlete who finished ahead of the other Tied Athletes in the highest number of the Competing Races will be selected; and
 - (iii) for the avoidance of doubt, any Competing Races in which one or more of the Tied Athletes did not finish is excluded from the comparison.
- (h) If two or more Tied Athletes remain tied after applying clause 6(g), then the SRA Selection Panel will select one of the Tied Athletes at its absolute discretion to fill the remaining place, which is not required to be exercised.
- (i) In selecting an athlete in accordance with clause 6(h), the SRA Selection Panel at its absolute discretion may select the relevant Tied Athlete(s) to fill the remaining place(s) in the Team. Without in any way limiting the discretion of the SRA Selection Panel, in making a determination as to which of the Tied

Athletes to select to the Team under this clause, the SRA Selection Panel may consider the following factors (**Factors**):

- (i) performances in the Selection Series;
 - (ii) past performances;
 - (iii) past skills;
 - (iv) performances at previous domestic and international events; and
 - (v) any other factors the SRA Selection Panel considers relevant.
- (j) The discretion granted to the SRA Selection Panel in clause 6(i) is absolute and it is not required to be exercised. In exercising its discretion, the SRA Selection Panel may consider any Factor, or combination of Factors that is, in the opinion of the SRA Selection Panel, relevant for consideration when selecting Tied Athletes to the Team and may attribute whatever weight it deems appropriate to any particular Factor when making its decision.
- (k) For the avoidance of doubt, the SRA Selection Panel is not required to consider, turn its mind to, or rely on all the Factors in the exercise of its discretion to make a selection decision between the Tied Athletes (for example, the SRA Selection Panel is therefore entitled to rely on one Factor, two Factors, three Factors, etc. or a combination of a number of Factors in the exercise of its discretion to make a selection decision).

7. Extenuating Circumstances

- (a) Notwithstanding anything contained within the Selection Policy, the SRA Team Manager may recommend to the SRA Selection Panel, and the SRA Selection Panel may make a change to the athletes selected to the Team for any event, due to Extenuating Circumstances preventing an athlete from otherwise meeting the Performance Requirements.
- (b) Only Extenuating Circumstances that prevent an athlete from meeting the Performance Requirements will be considered. In considering the performances of athletes in the Selection Series, the Team Manager at his/her absolute discretion, may recommend to the SRA Selection Panel that it gives weight to Extenuating Circumstances.
- (c) For the purposes of this Policy, "Extenuating Circumstances" means, but is not limited to, one or more of the following:
- (i) injury or illness;
 - (ii) equipment failure;
 - (iii) travel delays;
 - (iv) bereavement or disability arising from death or serious illness of an immediate family member; or
 - (v) any other factors reasonably considered by the Team Manager at his/her absolute discretion, to constitute Extenuating Circumstances.

- (d) A decision as to whether Extenuating Circumstances may apply to an athlete will be made by the SRA Selection Panel on an individual case by case basis.

8. Notification

- (a) As soon as reasonably possible following completion of the final Selection Race, the SRA Selection Panel will notify the athletes selected in the Team under the procedure set out in clause 6.
- (b) Notification of selected athletes may be by telephone, email or such other means as the SRA Selection Panel determines.
- (c) Following notification of each selected athlete, SRA will publicly announce the Team in such manner as determined appropriate by the SRA CEO.

9. Levy

- (a) SRA may impose a levy on members of the Team to assist in meeting Team expenses. Team members must pay any such levy within such period, as set out in the notice of levy, reasonably required by SRA.

10. Withdrawal

Should an athlete withdraw from the Team following their selection to the Team, the Team Captain may, but is not required to, request that the SRA Selection Panel select a replacement athlete. The SRA Selection Panel may select any athlete at its absolute discretion provided the replacement athlete has met the relevant Performance Requirements.

11. Team Membership

- (a) Athletes selected to a Team must sign an athlete agreement to confirm their selection to that Team (**Athlete Agreement**), and agree to be bound by the terms and conditions of the Athlete Agreement.
- (b) Athletes agree that the SRA Selection Panel may remove an athlete from the Team where one or more of the following occur:
 - (i) the athlete breaches the SRA Rules or the SRA Code of Conduct;
 - (ii) the athlete breaches the SRA Anti-Doping Policy or SRA Illicit Drugs Policy;
 - (iii) fails to pay the participation fee referred to in clause 9;
 - (iv) that athlete has not met SRA's requirements in relation to training and participation in training camps as required by SRA in its absolute discretion;
 - (v) the SRA Selection Panel is not satisfied that the athlete is appropriately committed to training, and has both achieved and is maintaining an appropriate level of health and fitness to achieve their peak performance at the Competition;

- (vi) that athlete has not completed, signed and returned to SRA the Athlete Agreement, including any additional documents required to be completed under that agreement, as required by SRA.

12. Appeal

Grounds for appeal

- (a) An aggrieved athlete (**Aggrieved Athlete**) may only appeal against a failure of the SRA Selection Panel to comply with the procedures set down in this Selection Policy.
- (b) There is no right of appeal against the merits of a selection decision.

Procedure for appeal

- (c) Any appeal against the non-selection of an Aggrieved Athlete must be made in writing within 7 days of notification to that particular Aggrieved Athlete in accordance with the procedures under clause 8.
- (d) The appeal must be lodged in writing with the SRA CEO setting out:
 - (i) the decision of the SRA Selection Panel that is in question;
 - (ii) the grounds on which the appeal is made; and
 - (iii) the reasons or circumstances supporting the alleged ground of appeal.
- (e) Nothing in this Selection Policy prevents the Aggrieved Athlete withdrawing an appeal at any time in writing to the SRA CEO.

Review Panel

- (f) On receipt of an appeal of a decision of the SRA Selection Panel in accordance with this Selection Policy, the SRA CEO must:
 - (i) appoint a Review Panel which shall be constituted by any three persons available to hear the appeal, and will include:
 - (A) a director of SRA;
 - (B) the current SRA chair (or his/her delegate); and
 - (C) a person being legally qualified, chosen by the above two panel members, who will act as chair of the Review Panel; and
 - (ii) immediately forward the appeal documents to all members of the Review Panel and the SRA Selection Panel.
- (g) No member of the Review Panel appointed under this clause may be a current National Selector or a party to or directly interested in the matter under consideration by the Review Panel.

Functions of the Review Panel

- (h) The Review Panel:

- (i) has the power of selection or re-selection; and
 - (ii) has review powers; and
 - (iii) can recommend a course of action.
- (i) The Review Panel can review the matter set out in the appeal and can, as appropriate, refer the matter back to the SRA Selection Panel in its sole discretion.

Procedures for the Review Panel

- (j) The Review Panel shall, as soon as practical after receiving a notice under clause 12(f), investigate and consider the matter and shall within 5 business days of the date of such notice, determine whether:
- (i) the matter should be dismissed, because in its determination, the matter is trifling in nature or has no merit; or
 - (ii) the appeal warrants further review and determination in accordance with this Selection Policy.
- (k) If the Review Panel determines the matter warrants further review under clause 12(j)(ii), it shall as soon as practicable, having regard to the timing of selection and proximity of relevant events, serve a notice in writing on the SRA Selection Panel and the Aggrieved Athlete:
- (i) stating that the Aggrieved Athlete may address the Review Panel at a meeting to be held as soon as practicable, being not earlier than four days from the date of the notice;
 - (ii) stating the date, place and time of that meeting; and
 - (iii) informing the Aggrieved Athlete that he or she may do any one or more of the following:
 - (A) attend that meeting in the prescribed format (personally or by his or her representative, not being legally trained or qualified); or
 - (B) give the Review Panel, no later than 24 hours before the time of that meeting, a further written statement setting out relevant information surrounding the appeal.
- (l) The Review Panel may conduct a meeting convened in accordance with clause 12(k) (or any adjournment thereof) in such manner as it sees fit, but shall:
- (i) give to the Aggrieved Athlete and the SRA Selection Panel every opportunity to be heard;
 - (ii) give due consideration to any written statement by the Aggrieved Athlete;
 - (iii) allow the Aggrieved Athlete to be present, and where the Aggrieved Athlete is under 18 years of age, along with his or her adult representative (not being legally trained or qualified); and

- (iv) may request or require the Aggrieved Athlete or any other witness to attend the meeting or provide such evidence as is available.
- (m) Following consideration of all relevant and available information, the Review Panel shall arrive at a finding, and shall notify the SRA directors, the Chair of Selectors and the Aggrieved Athlete of its finding, within 7 days of the date of such Review Panel meeting. A decision of the Review Panel is by a majority decision.
- (n) If the Review Panel considers the ground alleged by the Aggrieved Athlete to be satisfied, it may recommend that the SRA Selection Panel re-consider the selection of the relevant athlete as it sees fit and in accordance with clause 12(h). The SRA Selection Panel shall comply with any direction of the Review Panel.
- (o) The determination of the Review Panel will be notified to the Aggrieved Athlete, SRA directors and the Chair of Selectors, verbally within 24 hours and followed up in writing to all those mentioned herein, within 7 days of the date of determination.
- (p) Subject to clause 12(h) of this Selection Policy, any further selection decision of the SRA Selection Panel under the direction of the Review Panel shall be final, and no further avenues of appeal are available to the Aggrieved Athlete in respect of that selection.

ANNEXURE A
Application for Selection

I, (insert name) apply for selection in the 2019 SRA Australian Team as a:

Skier **Driver** **Observer**

in the following class:

Open Men **Open Women** **Junior Girls** **Junior Boys**

F2 Men **F2 Women**

(Tick boxes as appropriate .eg. For drivers competing in numerous classes, please tick each relevant box)

using the following crew members (if known at this stage):

Skier: _____ Boat: _____

Driver: _____ Observer: _____

At the time of signing this form I acknowledge that:

1. I have been provided with a copy of the 2019 SRA Selection Policy.
2. I agree to abide by the terms and conditions of the:
 - a) 2019 SRA Selection Policy;
 - b) SRA Rules; and
 - c) SRA National Team Agreement.
3. I acknowledge and agree that in the case of any appeal, I will follow the appeals procedure in the 2019 SRA Selection Policy and will not pursue any action in the civil courts in relation to selection.

(Copies of the above listed documents are available on the SRA website at www.skiracing.com.au)

Signed: (Participant)

Signed:
(by parent/legal guardian where Participant under 18 years of age)

Dated:

This document must be returned via email to the Ski Racing Australia CEO – admin@skiracing.com.au