NBL RULES AND REGULATIONS

As at 1 July 2011

These Rules and Regulations are a by-law made by the Basketball Australia board, under clauses 21.1 and 21.3 of the constitution of Basketball Australia Limited.

A Guide to Reading These Rules

These rules should be read in conjunction with the NBL Licence Agreement and the constitution of Basketball Australia Limited. Under clause 5.4 of the constitution, by virtue of signing a Licence Agreement, an organisation becomes a member of Basketball Australia Limited.

Headings are for convenience only and do not affect interpretation of clauses. The following rules of interpretation apply unless the context requires otherwise:

- The singular includes the plural and conversely;
- Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- A reference to any legislation includes any modification or re-enactment of it or any legislative provision substituted for it as well as all regulations and statutory instruments issued under it.

Section 16 provides definitions for words used in these Rules and Regulations. Words that are defined are italicised in the text to identify them as defined words.
Contents

Section 1 - Background 1
1. Overview and Goals of the NBL 1
2. NBL Licences 2

Section 2 – Finance, Insurance and Other Administrative Matters 3
3. Financial Information 3
4. Insurance 3
5. Delegation of Powers 4

Section 3 – Registration of Players 5
6. Player Eligibility 5
7. Registration Process 5
8. Permit Players 6
9. Deadline for Registration of Players 6

Section 4 – Active Player List 7
10. Active Player List & Active Roster Error! Bookmark not defined.
11. Restricted Players Error! Bookmark not defined.
13. Penalty for Playing Ineligible Players 8
15. National Team Waivers 9

Section 5 – Contracting Players and Coaches 10
16. Contracting Coaches 10
17. Approval of Proposed Player Payments 10
18. Player Contracts 10
19. Player Contract Dispute 11
20. Transfers and Clearances 11
21. Approaches to Players and Coaches 11
22. Free Agents 12
23. Request to Approach Contracted Players 12
24. Information when Approaching Players 13

Section 6 – Player Points Ranking and Team Total Points System 14
25. Rationale for Player Points Ranking and Team Total Points Systems 14
26. Team Total Points System 14
27. Player Points Ranking of Contracted Players
28. Calculating the Player Points Ranking
29. Player Points ranking for multi-year contracts
30. Calculating an Initial Player Points Ranking
31. Restricted Players
32. Rookie Players
33. Non-Restricted Players returning from Overseas
34. Previously contracted NBL players
35. Appealing a Player Points Ranking

Section 7 - Player Payments Limits
36. Objectives of the Player Payments Limit
37. What is the Player Payments Limit?
38. What are Basketball Payments?
39. Onus of Proof
40. Player Payments List
41. Ensuring Compliance with the Player Payments Limit
42. Annual assessment of Player Payments Limit
43. Request for a Ruling
44. Investigation of Offences
45. Laying and Hearing of Charges
46. Player Payments Investigator
47. Provision of information to Player Payments Investigator
48. Standards Committee
49. If an NBL Club breaches the Player Payments Limit it will:
50. Time for Payment
51. Confidentiality and Disclosure
52. Procedure for Appeals

Section 8 – Player Development Work and Training Commitments
53. Development Work
54. Training Commitments
55. Compulsory Activities

Section 9 – Rules Relating to the Competition
56. Objectives of the Competition
57. Release of players for National Team Duties
58. Playing Rules
59. Fixtures
60. Protests/Disputes
61. NBL Ladder
62. Game Forfeits
63. Withdrawal of team
64. NBL Finals – Dates and Venues
65. NBL Finals Format
66. Player Eligibility for NBL Finals
67. Ticketing
68. Signage and Sponsorship
69. Financial Arrangements for NBL Finals
70. Grand Final Presentation Ceremony
71. Entertainment Grant
72. NBL Travel Arrangements
73. Pre-season Games
74. Pre-Season Tournament

Section 10 – Rules Relating to Game Administration
75. Pre-season
76. Information Prior to Each Game
77. Alternate Uniforms
78. Liaison Officers
79. Pre Game Shoot-Around
80. Equipment and Game Signage
81. Statistics and Score table
82. Media, Television and Radio
83. Complimentary Seats
84. Basketballs
85. Refreshments
86. Visiting Teams’ Sponsors
87. Match DVDs
88. Team Benches
89. Other Game Requirements
90. Game Statistics
91. Post-Game Procedures
92. Reports
93. Public Criticism 49
94. Game Production 50
95. Objectives of the court announcer 50
96. Guidelines for Court Announcer: 50
97. Music 52
98. Mascots 53
99. Use of Public Announcement System 53
100. Enforcement of Game Presentation Rules 53

Section 11 – Rules Relating to Referees 54
101. Appointment to National Panel 54
102. Appointments of Referees to Games 54
103. Obligations of the Referees and Supervisors 54
104. Payments to Referees 54
105. Security of Referees 55
106. Change Rooms 55
107. Behaviour of Referees 55
108. Reports by Referees 55
109. NBL Referees’ Manager 55
110. Referee Evaluation 56

Section 12 – Rules Relating to NBL Tribunal 57
111. NBL Code of Conduct 57
112. Member Protection Policy 57
113. NBL Tribunal 58
114. Matters that can be reported to the NBL Tribunal 58
115. Reports by Game Referees 58
116. Complaints by Other Officials or NBL Club General Managers 59
117. Charges by NBL General Manager 59
118. Evidence 60
119. Powers of Tribunal Chairman in relation to Charges 60
120. Election and Manner of hearing 61
121. Telephone Hearing 61
122. Formal Hearing 61
123. Hearing of Complex Matters 63
124. Costs 63
125. Penalties 63
| Section 13 – Rules Relating to Promotion Issues |
|---|---|
| 131. | Commercial Rights |
| 132. | Broadcasting Rights |
| 133. | NBL All-Star Game |
| 134. | NBL Awards |
| 135. | In-Bounds Tours |

| Section 14 - NBL Media Policy |
|---|---|
| 136. | Overview |
| 137. | About this Rule |
| 138. | Competition |
| 139. | Enforcement of the Media Relations Policy |
| 140. | NBL Club Responsibilities |

| Section 15 – Rules Relating to Licensing and Merchandising |
|---|---|
| 141. | Merchandising |

| Section 16 – What do Words Mean? |
|---|---|
| Definitions and Interpretations |

**APPENDICES**

1. NBL Registration Form
2. NBL Development Squad Registration Form
3. NBL Standard Player Contract
4. BA Domestic Clearance Form
5. Proposed Player Payment Form
6. NBL Standard Coaches Contract
7. Venue Availability Form
8. NBL Report Form
9. Tribunal List of Charges
Section 1 - Background

1. Overview and Goals of the NBL

1.1. The National Basketball League (“NBL”) was established in 1979 and was administered separately to Basketball Australia up until the 2008-09 season.

1.2. Having worked closely together since 2002, on 8 November 2008 the NBL and BA agreed to establish a new national body to bring the governance of the sport of Basketball in Australia under the control of one independent board.

1.3. This new board is responsible for the efficient operation of the sport of basketball, including its professional arm, the NBL. The board issued a Statement of Future Directions highlighting the need for a vibrant and financially sustainable men’s national league as the flagship competition for men’s basketball.

1.4. Accordingly, many of the operations of the NBL will be governed by the NBL Commission which has delegated authority from the Board and provides advice to ABF in relation to the conduct of the NBL and elite men’s basketball generally throughout Australia.

1.5. A key component of the reform of the basketball is connecting and engaging the growing basketball participation base with the NBL and the national men’s (Boomers) team. NBL clubs will be required to work closely with state and local associations to achieve this aim.

1.6. NBL Clubs have a responsibility for the continued growth of the sport at grass roots level in Australia. Similarly, the success of the Boomers at international level is also a responsibility of NBL clubs. The clubs do not have primary responsibility in either area, however must be committed to these greater goals, for the reform of the sport to succeed.

The NBL will:

- Provide a career path for elite players, coaches and officials;
- Showcase Australia’s elite male basketballers;
- Enhance professionalism at club level;
- Improve facilities for Basketball and relevant stakeholders;
- Improve links between clubs and local communities; and
- Strengthen the brand and image of Basketball throughout Australia.
2. **NBL Licences**

2.1. Each NBL Club has signed a NBL Licence Agreement, which sets out its obligations for competing in the NBL. These obligations extend beyond its participation in the competition.

2.2. These rules and regulations set out how the league will be conducted and may be amended from time to time in accordance with the Basketball Australia constitution.

2.3. Compliance with these rules and regulations is required under the licence agreement and failure to comply with these rules and regulations is a breach of the licence agreement.

2.4. It is important that each club not only follow these rules, but complies with the intent of each rule where it may be open to interpretation.

2.5. For the duration of their licence agreement, each NBL Club is a member of Basketball Australia and bound by the constitution of Basketball Australia.

2.6. Adjustments may need to be made to accommodate New Zealand laws and where this is necessary the intent of the rule as it applies in Australia will prevail.
Section 2 – Finance, Insurance and Other Administrative Matters

3. Financial Information

3.1. NBL Clubs must

3.1.1. supply Financial Accounts in the standard format;

3.1.2. supply BA with:

3.1.3. quarterly Financial Accounts within 30 days of each end of quarter;

3.1.4. audited year-end Financial Accounts within 90 days of year-end;

3.1.5. an updated budget at least 90 days before the start of each Season;

3.1.6. a revised seasonal forecast on 30 November of each year; and

3.1.7. any other records, reports, accounts or notes requested by BA from time to time;

3.1.8. participate in the travel equalisation scheme for team travel

4. Insurance

Each club is required to have the following insurance policies in place

4.1. Public and Product Liability with a minimum cover of $20,000,000 and Professional Indemnity insurance with a minimum cover of $5,000,000. The NBL will coordinate this centrally through its broker and clubs will pay their individual premiums direct to the broker.

4.2. Directors and Officers Liability

4.3. Each club is responsible for income protection insurance for their own players.

4.4. Boomer players will be insured as per the terms of their NBL Standard Contract by BA when on National Team duty
5. **Delegation of Powers**

5.1. The NBL General Manager is empowered to exercise all powers under these rules that are to be exercised by BA or NBL, unless in these Rules it specifically states that the power is to be exercised by the NBL Commission or BA Board.

5.2. The NBL General Manager may delegate that a designated person act as his nominee in carrying out functions under these Rules, however the NBL General Manager remains responsible for any action taken or decisions made.

5.3. The NBL General Manager has the on-going and all encompassing power and authority to act “in the best interest of the game” and may make decisions under these Rules to uphold the integrity of and public confidence in the game of basketball.

5.4. The power in Rule 5.3 includes the ability to fine, suspend, or deregister a player, coach, referee, game official, administrator and such decision shall not be open to appeal through any means other than those referred to in Section 12.
Section 3 – Registration of Players

6. Player Eligibility

6.1. No player is eligible to play with a NBL Club until registered in accordance with these rules to play with that club.

6.2. Player registration must be done annually, even if the player is playing consecutive seasons with the same club.

6.3. Subject to Rule 8 a player may only be registered with one NBL Club at any time and cannot be registered with that NBL Club until obtaining a clearance from the last club (in Australia or overseas) that they were registered with.

6.4. Players may be registered as either:

6.4.1. *Non Restricted* player on the *Active Player List*;

6.4.2. *Restricted* player on the *Active Player Lists*

6.4.3. Development Player on the *Active Player List*;

6.4.4. Development Squad member.

7. Registration Process

7.1. Applications for registration of a player must:

7.1.1. Use the approved form (*Appendix 1 & 2*);

7.1.2. Be accompanied with a signed Player Contract (*Appendix 3*) or, in the case of a Permit Player, written permission from the club providing a permit;

7.1.3. If the player is registered with another club (in Australia or overseas), be accompanied by a completed application for clearance (*Appendix 4*);

7.1.4. If the player is a restricted player, be accompanied by relevant immigration documentation, an international clearance and a Foreign Player Licence.

7.1.5. Be accompanied by a NBL Proposed Player Payments form endorsed under Rule 17;

7.1.6. If the NBL Propose Player Payments form was endorsed conditionally under Rule 17.4, the NBL Club must establish that those conditions have been met;

7.1.7. Be accompanied by a registration of Membership with the Players State Association.

7.1.8. Include *such other information as reasonably required by NBL from time to time*.

7.2. Failure to provide all documentation required under Rule 7.1 when seeking to register a player will delay the registration. A player cannot be registered until all required documentation is provided.
7.3. NBL shall register the player with the NBL Club once satisfied that registration complies with these rules.

8. **Permit Players**

8.1. A player, who is a member of a non-NBL Club but has permission to play with a NBL Club, may be registered to play in the NBL as a Permit Player, without a transfer from their original club.

8.2. A Permit Player must sign the standard NBL registration form and be contracted in the same way as any other player is required to be contracted.

8.3. A Permit Player shall be registered with the NBL Club until the end of the NBL season including finals or such earlier time that the permission expires.

8.4. A NBL Club must use the Off-season Permission Form (Appendix 10) if and when it gives consent under the NBL Player Contract for a player to play or train:

8.5. with any other NBL Club or in any other Australian domestic basketball competition; or

8.6. in any other Australian domestic basketball game (for the avoidance of doubt, this means any basketball game which is not an NBL game).

9. **Deadline for Registration of Players**

9.1. A player may not be registered with an NBL Club after that NBL Club has played more than or equal to 75% of its regular season games.

9.2. Subject to Rule 9.1 and meeting other requirements in these rules, a player whose contract has been terminated during an NBL season may be registered with a different NBL Club in the same season.
10. **Active Player List**

10.1. Subject to the rules contained in Section 5, 6 and 7, each NBL Club will register and contract an Active Player List of no less than ten (10) and no more than twelve (12) players at any one time for the duration of the regular season.

10.2. A NBL Club may have up to two (2) Restricted Players on its Active Player List.

10.3. A NBL Club may add to their Active Player List, to replace a player that has been placed on waiver under Rule 14, subject to rules 10.1 and 10.2.

10.4. With the exception of a player placed on injury waiver under Rule 14, a player who is removed from the Active Player List may not be returned to that NBL Club’s Active Player List in that NBL season, unless he is replacing a player who has suffered a Season Ending Injury. The club must provide medical documentation as per Clause 14.4, and all replacements are subject to Rules 10.1 and 10.2.

10.5. An NBL Club must notify the NBL before releasing a Player from its Active Player List.

11. **Restricted Players**

11.1. Restricted players must receive their International Clearance and annual Foreign Player License prior to being eligible to play in any authorised NBL game, including pre-season tournament, all other pre-season games, NBL regular season and playoff games.

11.2. Playing an ineligible restricted player will result in the forfeiture of the game in which that player played and a fine shall be imposed on the NBL Club by the NBL General Manager.

12. **Development Squad**

12.1. Each NBL Club must have a Development Squad of no more than 12, players and must register their entire Development Squad prior to the commencement of the NBL regular season unless subject to Rule 12.7.

12.2. Development Squad members must be under the age of 24 as at 30th April in the year of conclusion of the current season and must not have been previously contracted by an NBL Club on the Standard NBL Player’s Contract.

12.3. Development Squad members will be registered with the NBL using Appendix 2.

12.4. In addition to ten (10) of the contracted players from the Active Player List, two members of the Development Squad may play at any NBL Club home game. This excludes any Development Squad members or Nominated Replacement Players who may be included in the ten (10) contracted players for that game.
12.5. A maximum of ten (10) players from the visiting team may play at any NBL regular season or playoff game. These players must come from the Active Player List, or be replacement players subject to Rule 14.

12.6. Clubs must nominate three of their Development Squad members to be the Nominated Replacement Players for injured Active Roster Players under Rule 14.5.2, no later than the clubs first regular season game. The nominated replacement player remains in place for the entire season unless a season ending injury occurs and then the conditions of Rule 12.7 may apply.

12.7. If a Development Squad member or a Nominated Replacement Player suffers a Season Ending Injury or has been released by his club to another NBL club, he can be replaced by another such player providing that player meets all the necessary requirements including Rule 12.2.

12.8. A Development Squad member or a Nominated Replacement Player must not be paid more than the base Player Salary.

12.9. Once a Development Squad Player plays more than half of the clubs regular season away games he loses his eligibility as a Development Squad Player.

13. Penalty for Playing Ineligible Players

13.1 A NBL Club playing an ineligible player shall forfeit any game in which that player played and may be fined, at the discretion of NBL, up to a maximum of $5,000 for each game the ineligible player played.

13.2 In addition to any penalty under Rule 13.1, a Club may be fined, at the discretion of NBL, up to $10,000 for failing to comply with Rule 11 (Restricted Players), or Rule 13 (Development Squads).

14. Injury Waivers and Waivers

14.1. A Club may request that a player on its Active Player List be placed on injury waiver because of an injury or illness

14.2. In considering a request under Rule 14.1 the NBL Club will provide evidence supporting the request, including medical reports. If there is a dispute as to the severity of the injury or illness the NBL General Manager may seek independent medical advice.

14.3. The NBL General Manager decision regarding an application under Rule 14.1 is final and not subject to any appeal.

14.4. If an application under Rule 14.1 is granted:

14.4.1. The NBL Club may contract (subject to meeting all eligibility requirements, including Player Payment Limits and Player Points Limits) another player in
addition to the maximum number of ten until the waivered player is returned to the Active Player List.

or

14.4.2. The NBL Club may choose to use one of their Nominated Replacement Players as a replacement player for the waivered player.

14.4.3. The NBL General Manager must be notified in writing of all waivers and replacements.

14.5. A player placed on injury waiver, who is not replaced by a club’s Nominated Replacement Player as described above in Rule 12.6, may not be returned to the Active Player List until twenty one (21) days or four subsequent games (whichever is earlier) have expired from the date the waiver was granted.

14.7. There is no minimum compulsory waiver period that an injured player must sit out of the active roster if the injured player is placed on waiver and replaced by a club’s Nominated Replacement Player.

14.8. A Club may request that a player on its Active Player List be placed on a waiver for reasons apart from injury or illness. Such a player may only be replaced by one of the club’s Nominated Replacement Players. A player placed on waiver and replaced by a club’s Nominated Replacement Players may return to the active roster at any time.

15. National Team Waivers

15.1. In the case where an NBL Club has a player who will miss an NBL game because of absence due to National Team duties, that NBL Club may replace each player on the Active Player List until such time as their National Team commitments have ceased and the player would otherwise be able to represent the NBL Club.

15.2. A player replacing a player on national team waiver:

15.2.1. Must be contracted and registered with the NBL Club as per Rule 14.4.1 above

15.3. The NBL Club must notify the NBL in writing prior to a player participating in an NBL game as replacement for a player on national team waiver.
Section 5 – Contracting Players and Coaches

16. Contracting Coaches

16.1. Every coach must have a NBL Standard Coach Contract *(Appendix 6)* whether or not that agreement is for monetary consideration.

16.2. An NBL Club must lodge an original of each contract signed under Rule 16.1 with NBL in a sealed envelope and within thirty (30) days after the contract has been signed.

17. Approval of Proposed Player Payments

17.1. A NBL Club must not offer a contract to any player unless it has the prior approval of NBL under this Rule 17.

17.1.1. Prior to offering a contract to a player a NBL Club must:

17.1.2. Submit to NBL a Proposed Player Payments Form *(Appendix 5)*

17.1.3. Provide to NBL any other information necessary to establish that the NBL Club is able to make the offer without exceeding the Player Payments Limit and Team Total Points, including if necessary, any undertaking to make other changes to its Player Payments List which will enable it to remain under the Player Payment Limit if the PPP Form is accepted.

17.2. If NBL is satisfied that the NBL Club would not, if the offer were accepted, exceed its Player Payments Limit and Team Total Points, it shall approve the proposed offer and endorse the Proposed Player Payments Form.

17.3. Where the NBL General Manager in his discretion determines that the total basketball payment to a player and/or player associate, as detailed on the PPP Form and the Player Payment List *(Appendix 6)* submitted to the NBL, is significantly lower than the fair reward that could reasonably be expected to be received for his services as a basketball player and that he intends to include for that player an additional amount above that in the NBL Club’s basketball payments, the NBL General Manager shall notify in writing the player’s NBL Club of his intentions.

17.4. NBL shall advise the NBL Club if approval under Rule 17.2 is conditional upon the NBL Club making other changes to its Player Payments List.

17.5. NBL shall not disclose the detail of a proposed payment to any person other than is necessary to determine whether or not to approve the proposed payment.

17.6. A player accepting an offer must sign the Proposed Player Payment form and provide a copy of that form to both his NBL Club and the NBL.

18. Player Contracts

18.1. All player contracts must use the standard NBL Player Contract *(Appendix 3)*
18.2. NBL may, in its discretion, refuse to register a player if it reasonably believes that the terms of the player contract do not reflect the terms of the approved Player Payments Form.

18.3. A player contract must be signed at least two days, and not more than 30 days, after the player signed the Proposed Player Payments Form.

18.4. A copy of each player contract must be lodged with NBL at least five (5) working days before the player intends to play in an NBL game.

18.5. NBL may at its discretion reduce the time period in Rule 18.4 the event of exceptional circumstances.

18.6. The NBL Player Contract may not be supplemented, waived or amended except as provided by the NBL Player Contract or with the expressed, written consent of the NBL General Manager.

19. Player Contract Dispute

19.1. Either an NBL Club or a player may seek an opinion from NBL regarding any dispute arising from the player contract.

19.2. NBL may seek independent legal advice before giving an opinion sought under Rule 19.1.

19.3. If either party is unhappy with the opinion giving under Rule 19.2, their right to appeal is subject to the conditions outlined in the Player’s Collective Bargaining Agreement and or the FIBA Arbitration Tribunal.

20. Transfers and Clearances

20.1. This transfer system is established to enable players and coaches to transfer between NBL Clubs and enter into contracts in a manner which is fair, open and efficient and which achieves those objectives which are set out in the Player Payments Limit.

20.2. No transfer fee shall be imposed or paid to facilitate players changing NBL Clubs.

21. Approaches to Players and Coaches

21.1. No NBL Club or NBL Club Affiliate shall approach a player or Player Associate or coach in relation to the transfer of a player to another NBL Club except in the manner provided in these Rules.

21.2. No player or Player Associate shall approach an NBL Club or NBL Club Affiliate in relation to the transfer of a player or coach to another NBL Club except in the manner provided in these Rules.

21.3. The term "approach" in Rules 21.1 and Rule 21.2 shall be given a wide interpretation. The intent of this Rule is to place a complete prohibition on any action, however preliminary, that is directly or indirectly related to attempts to cause a player or coach to transfer to another NBL Club.

21.4. In the event that a player or Player Associate or coach is approached by an NBL Club or NBL Club Affiliate in a manner which is in breach of these Rules, they must:
21.4.1. Not enter into discussions with the NBL Club or NBL Club Affiliate; and

21.4.2. Notify his NBL Club and the NBL of the approach within 48 hours.

21.5. In the event that a NBL Club or NBL Club Affiliate is approached by a player or Player Associate or coach in a manner which is in breach of these Rules, the NBL Club or NBL Club Affiliate must;

21.5.1. Not enter into discussions with the player or player associate or coach; and

21.5.2. Notify the NBL and that person’s NBL Club within 48 hours.

21.6. When can a Player or Coach be approached?

21.7. A coach may not approach NBL Clubs and NBL Clubs may not approach a coach until such time as the coach’s current NBL Club has completed its participation in the current NBL season.

21.8. A player who is currently contracted to a NBL Club may not be approached unless:

21.9. They are a free agent under Rule 22;

21.10. Their club has consented to the approach under Rule 23.

22. Free Agents

22.1. A free agent is a player:

22.1.1. whose NBL Club has advised the NBL in writing that it releases the player from any remaining period of his contract; or

22.1.2. who is declared by the NBL in accordance with Rule 22.2 to have completed his contractual obligation to his NBL Club prior to the commencement of the next NBL season; or

22.1.3. Whose NBL Club has not exercised its option to extend a player’s contract by the release date of the Free Agents’ List; or

22.1.4. Is not currently contracted to a NBL Club.

22.2. The final free agents list will be released two weeks (14 days) following the last Grand Final game.

23. Request to Approach Contracted Players

23.1. A player may request in writing to his NBL Club to be granted permission to approach a specified NBL Club to discuss transfer to it.

23.2. A NBL Club may request in writing permission from another NBL Club to approach one of its players to discuss his transfer to it.

23.3. Where an NBL Club receives a request pursuant to either Rule 23.1 or Rule 23.2, it shall reply to the request in writing within 7 days.
23.4. A NBL Club may grant or refuse a request made under Rule 23.1 or Rule 23.2 in its absolute discretion and there is no appeal from their decision.

23.5. A NBL Club may make more than one request under Rule 23 regarding approaching a particular player.

24. Information when Approaching Players

24.1. Before making an approach to a free agent under Rule 22 a NBL Club must give notice in writing to the player’s current NBL Club prior to contact being made.

24.2. A notice given under Rule 24.1 does not need to give any detail other than that the NBL Club intends to approach the nominated free agent.

24.3. A NBL Club which has notified another NBL Club under Rule 24.1 of its intention, or has been given permission under Rule 23.4, to approach one of its players may, with the written consent of the player, request the player’s NBL Club provide full details of the total remuneration paid to him pursuant to his last contract.

24.4. A NBL Club receiving a request for information under Rule 24.3 must provide full and accurate details within three (3) working days.

24.5. Upon request from a NBL Club, the NBL may make details of a player’s remuneration known to an NBL Club, provided that:

24.5.1. The player is a free agent; and

24.5.2. the NBL Club seeking the information has lodged in writing a notice to the player’s current NBL Club and to the NBL and the NBL has notified the player that the request for information has been made; and

24.5.3. The information is given to the NBL Club orally and not in writing.
Section 6 – Player Points Ranking and Team Total Points System

25. Rationale for Player Points Ranking and Team Total Points Systems

25.1. The Player Points Ranking and Team Total Points Systems have been put in place as a strategy to ensure that all clubs have equitable access to the player talent in order to maximise the quality of the competition.

26. Team Total Points System

26.1. Each player on an NBL Club’s Active Player List will be allocated in accordance with this Rule 26 a Player Points Ranking (PPR) between 1 and 10.

26.2. Team Total Points shall be calculated as the aggregate of Player Points Rankings of all players on an NBL Club’s Active Player List and shall not exceed 70.

26.3. At the end of each season, NBL will review the aggregate limit in Rule 26.2 and may make any change that it considers necessary having regard to:

26.3.1. The objectives of the NBL;

26.3.2. The objectives of the Player Points Ranking system;

26.3.3. The desirability of an evenly matched NBL competition; and

26.3.4. Such other matters as it considers appropriate.

26.4. A Development Squad member is not included in calculating the Team Total Points unless they replace a player on waiver under Rule 14.

27. Player Points Ranking of Contracted Players

27.1. No player is eligible to be registered or play with a NBL Club until their Player Points Ranking as been assessed.

28. Calculating the Player Points Ranking

28.1. At the end of each season, the NBL shall calculate the Player Point Ranking for each player that was contracted with a NBL Club in that season and shall publish the list within two weeks of the end of the season.

28.2. Subject to any variation under Rule 31, Rule 32 or Rule 33 the Player Point Ranking of each player shall be calculated by the agreed statistical formula.

28.3. The Player Point Ranking shall be reviewed by the Player Points Appeal Committee and the committee may, prior to the rankings being published, vary the ranking of any player if it believes that the ranking as calculated under Rule 28.2 does not accurately reflect that player’s performance.
29. Player Points ranking for multi-year contracts

29.1. Where a player has a contract that extends for at least one season beyond the season just concluded:

29.1.1. the player’s Player Point Ranking calculated under Rule 28.2 when that contract was registered, shall be used for assessing that NBL Club’s Team Total Points under Rule 26.2 for the duration of that contract (including any option);

29.1.2. The player’s Player Point Ranking calculated under Rule 28.2 at the end of the season shall apply if the player signs a new contract with any NBL Club (including the club he played for in the season just concluded) or there is a variation to his contract for the new season.

30. Calculating an Initial Player Points Ranking

30.1. A player who is not contracted with a NBL Club shall have their Player Point Ranking calculated under this rule.

31. Restricted Players

31.1. All first year Restricted Players shall be assigned a Player Point Ranking of 10 for the duration of their initial NBL contract. For subsequent contracts their Player Point Ranking will be determined under Rule 28.

32. Rookie Players

32.1. Subject to Rule 32.2 and Rule 32.3 Rookies have a Player Point Ranking of 1 point for the duration of their first NBL player’s contract. As outlined in Rule 29, this PPR will remain current for the duration of their initial NBL contract. For subsequent contracts their Player Point Ranking will be determined under Rule 28.

32.2. A Rookie who was on scholarship with the Australian Institute of Sport for more than one year will be assigned a Player Point Ranking of 3 points for the duration of their initial NBL players’ contract. For subsequent contracts their Player Point Ranking will be determined under Rule 28.

32.3. A Rookie who is an Australian or New Zealand citizen and before contracting with any NBL Club had spent more than one year playing in the US College system or returned for a second year to a US college will be assigned a Player Point Ranking of 3 points for the duration of their initial NBL players’ contract. For subsequent contracts their Player Point Ranking will be determined under Rule 28.2.

32.4. The provisions of Rule 32.2 and Rule 32.3 apply even if the player does not complete the second year at the Australian Institute or US College.

33. Non-Restricted Players returning from Overseas

33.1. Non-restricted players returning from or having played overseas, and having missed an entire NBL regular season will be allocated a Player Points Ranking according to where they were contracted to play:

33.1.1. NBA / CBA – 10 points
33.1.2. NBDL, European Leagues – 9 points

33.1.3. Other International Leagues – 8 points

33.2. A player may appeal to the Player Points Appeals Committee a rating calculated according to Rule 33.1 on the basis that the perceived playing strength of the league where they were contracted to play does not warrant that rating.

33.3. Where a player was contracted to play in a number of different leagues while overseas, the calculation under Rule 33.1 will be assessed from the highest level of competition where the player was contracted.

33.4. By way of an example, if a player played in the NBA, then went to Europe, and then signed with an NBL club, he would be ranked as a 10 “having played in the NBA”.

34. Previously contracted NBL players

34.1. Players who have played in the NBL previously but do not have a Player Points Ranking and are not covered by any category in these rules will be ranked by the Points Appeal Panel.

35. Appealing a Player Points Ranking

35.1. The Player Points Appeal Committee shall be made up as follows:

35.1.1. One representative nominated by the NBLPA

35.1.2. The NBL General Manager or their nominee;

35.1.3. An Independent Chairman appointed by NBL with basketball background and no club affiliation.

35.2. In considering a request under Rule 35.4 or Rule 35.5 the Player Points Appeal Committee shall take into account such information that it reasonably considers is necessary in order to make a decision.

35.3. A decision made by the Player Points Appeal Committee regarding a request made under Rule 35.4 or Rule 35.5 is final and cannot be appealed.

35.4. Players who wish to dispute the Player Points Ranking assigned to them must lodge with NBL within 21 days of being advised of their ranking, a written request for their ranking to be reviewed.

35.5. An appeal under Rule 35.4 that is not lodged within the time frame will not be considered.

35.6. When lodging a written request under Rule 35.4 the player must include any material that they wish the Player Points Appeal Committee to take into account in reviewing the ranking.
Section 7 - Player Payments Limits

36. Objectives of the Player Payments Limit

36.1. The Player Payments Limit Rules are adopted in pursuit of the following objectives:

36.1.1. To attempt to achieve a competition in the NBL that is relatively even.

36.1.2. To promote stability in membership of teams to foster player and supporter loyalty.

36.1.3. To prevent stronger NBL Clubs from obtaining the services of an unfair proportion of the better players and dominating the NBL competition.

36.1.4. To assist teams to remain financially viable and to ensure the long-term viability of all teams.

36.1.5. To maintain a balance between financial viability of teams and fair payment for players so as to enable them to earn a living from basketball as their primary source of income.

36.1.6. To maintain a genuine national focus by enabling smaller population centres to compete.

36.1.7. To avoid rapidly spiralling player payments as seen in the NBA and European Leagues.

36.1.8. To provide NBL Clubs with an incentive to expend substantial time, effort, and money to develop basketball at junior and school levels.

36.1.9. To attempt to keep admission prices at a reasonable level so as to make the NBL competition accessible to the family unit.

37. What is the Player Payments Limit?

37.1. NBL shall fix prior to 31 January each year a Player Payments Limit for the following year.

37.2. The amount calculated under Rule 37.1 shall be set by the NBL Commission and as a guide will consider:

37.2.1. 35% of the average of all NBL Club turnover the previous season; or

37.2.2. If the amount calculated in 37.2.1 is less than the Player Payments Limit the previous season, an amount not less than the Player Payments Limit the previous season, which the NBL General Manager believes is commercially warranted.

37.3. The aggregate of Basketball Payments made by a NBL Club to players on their Active Player List must not exceed the Player Payments Limit.

37.4. NBL shall not register a player with a NBL Club unless satisfied that the addition of that player to the Active Player List will not exceed the club’s Player Payments Limit.
37.5. The NBL General Manager shall prepare each year and distribute to all NBL Clubs at the same time that the Player Payments Limit is announced under Rule 37.1, an analysis of all contractual obligations to players for the current year. The analysis shall take the form of categorising basketball payments in increments of $10,000. The identity of NBL Clubs and Players shall not be disclosed.

38. What are Basketball Payments?

38.1. Basketball Payments includes such payments (whether made by money or otherwise) as the NBL General Manager deems in his discretion to be made in consideration of the player’s services to the NBL Club as a member of its basketball team. Any payments made by the NBL Club or NBL Club Affiliate to the Player or Player Associate will be considered a Basketball Payment.

38.2. Without limiting the discretion of the NBL General Manager under Rule 38.1, the following Rules deal with specific aspects of the meaning of the term Basketball Payments.

38.2.1. Inclusion of Australian Income Tax

38.2.1.1. Where payments made under a contract for basketball services have not attracted the deduction of Australian income tax calculated with reference to the Australian Taxation Office’s monthly income tax instalments, NBL shall calculate an imputed income tax amount and include such amount as part of the NBL Club’s basketball payments in the year in which contract payments were made.

38.2.1.2. Where the contract for basketball services specifies a consideration net of Australian income tax, the amount of imputed tax applicable to all payments calculated with reference to the Australian Tax Office monthly income tax instalments shall be included as part of the NBL Club’s basketball payments in the year in which contract payments were made unless the NBL Club establishes to the satisfaction of NBL that it is putting in place an alternative authorised process substantiated by reference to expert opinion (which would include as a minimum that of the Australian Taxation Office).

38.2.2. Payments in Foreign Currency

38.2.2.1. Where payments under a contract for basketball services are made based on foreign currency the exchange rate between the Australian dollar and the foreign currency on the day the player signs the NBL Players Contract shall be used to calculate the amount of the basketball payment.

38.2.3. Fringe Benefits Tax

38.2.3.1. Except as otherwise provided in these Rules, basketball payments shall include the “taxable value” of any fringe benefits as defined under the provisions of the Fringe Benefits Assessment Act 1986 (as amended from time to time) which are provided by the NBL Club or NBL Club Affiliate to the player or Player Associate in consideration of the player’s services to the NBL Club as a member of its basketball team.
38.2.3.2. “Taxable value” specifically refers to the grossed up value of benefits provided.

38.2.3.3. In the case of motor vehicles the statutory method shall be the basis for calculation of imputed Fringe Benefits Tax.

38.2.4. Long-Term Contracts

38.2.4.1. A payment which in the opinion of the NBL General Manager constitutes a basketball payment and which is made by an NBL Club or NBL Club Affiliate to a former player or his associate shall be included in the NBL Club’s basketball payments in the year in which it is paid.

38.2.5. Sign-On Payment

38.2.5.1. A basketball payment which is made as a sign-on fee, a special one-off signing bonus, or a payment made for a similar purpose may, at the election of the NBL Club:

(i) be averaged out over the number of years of a player’s contract and the average amount thereof may be included in the NBL Club’s basketball payments for each year of the contract whether or not the player continues to play for the NBL Club during each year of the contract; or

(ii) Included in total in the year in which the payment is made.

38.2.5.2. Payments made to a player by an NBL Club or NBL Club Affiliate prior to the player signing a contract with that NBL Club, shall be deemed to be a sign-on payment if, in the opinion of the NBL General Manager, such payment was made to reserve that NBL Club’s right to the player’s services.

38.2.5.3. Where a player who received a sign-on payment is no longer on the NBL Club’s Active Player List, the NBL Club may apply to the NBL General Manager to have an amount that would otherwise be included as a basketball payment under this provision, excluded from its basketball payments. The NBL General Manager shall exclude such a payment if satisfied that the original payment was not made in order to place the NBL Club in a more favourable position in relation to these Rules than would have resulted had the NBL Club made normal, annual contractual payments. In particular, a long-term contract with a player close to retirement is not to be the subject of exclusion by the NBL General Manager.

38.2.6. End-of-Contract Fees

38.2.6.1. Where at the termination of the period of a contract, the contract provides that a Player or Player Associate is to receive a lump sum payment or a specified asset or benefit, the amount paid or the value of the asset or benefit is, at the discretion of the NBL Club:

(i) is to be averaged over the term of the contract and the average amount is to be included as a basketball payment for each year of the contract
whether or not the player continues to play for the NBL Club during each year of the contract; or

(ii) Included in total in the first year of the contract.

38.2.7. Dual Contracts

38.2.7.1. For the purpose of this Rule all parties to any contract to play basketball entered into with a NBL player shall be regarded as an NBL Club Affiliate.

38.2.7.2. When a player from an NBL Club is contracted to play basketball for a team affiliated with the NBL Club (whether or not a NBL Club) in another competition, any payment over $10,000 to those NBL players are to be regarded as basketball payments of the NBL Club.

38.2.8. Advances and Loans to Players

38.2.8.1. Each NBL Club must make known details of all advances and loans made by the NBL Club and NBL Club Affiliate to a player or player associate and to provide full details of each advance or loan to the NBL General Manager within twenty-one days of the agreement to make such an advance or loan, or at the commencement of such advance or loan, whichever is the earlier.

38.2.8.2. Penalty for failure to comply – Fine of up to $10,000.

38.2.8.3. Payment to a Player or Player Associate in the first two months of any contract year that totals more than thirty percent of the regular season contract value for that year (excluding potential incentive entitlements), shall constitute an advance to the player. The amount of any excess over the thirty percent of the regular season contract value will attract deemed interest and Fringe Benefits Tax for the purpose of calculating basketball payments in that year.

38.2.8.4. Where an advance or loan is made by an NBL Club or NBL Club Affiliate to a Player or Player Associate and interest is not charged or is charged at less than the current declared FBT rate, interest is to be calculated in accordance with the Rules of the Australian Taxation Office and any shortfall in the amount of interest is to be included as a Basketball Payment.

38.2.8.5. Where no repayment schedule is included in the agreement for an advance or loan by an NBL Club or NBL Club Affiliate to a Player or Player Associate, the amount advanced or loaned is, at the decision of the NBL Club:

(i) is to be averaged out over the number of years of the player’s contract and the average amount included in the NBL Club’s basketball payments for each year of the contract whether or not the player continues to play for the NBL Club during each year of the contract, or

(ii) included in total in the year in which the advance or loan is made.
38.2.8.6. Where the agreement for an advance or loan by an NBL Club or NBL Club Affiliate to a Player or Player Associate includes an obligation to repay the advance or loan in full upon termination of the player’s basketball contract, or to repay the advance or loan on a normal commercial basis, no amount shall be included in an NBL Club’s basketball payments.

38.2.9. Sickness Benefits and Medical Insurance

38.2.9.1. All bona fide and reasonable payments which relate to player health and fitness are considered Basketball Payments however any payment for medical insurance for any player earning $30,000 or less is not considered a Basketball Payment.

38.2.10. Testimonials

38.2.10.1. A player may not have more than one testimonial year, and not more than one testimonial game.

38.2.10.2. Subject to the following conditions, proceeds of testimonial events are not Basketball Payment:

(i) No part of any testimonial can be guaranteed by an NBL Club or NBL Club Affiliate.

(ii) Testimonials must be paid from special events advertised and promoted as testimonial fundraising events for a particular player or players.

(iii) NBL Clubs cannot contribute to testimonials other than through the provision of bona fide administrative services. In no case may a NBL Club’s provision of administrative services or defraying of costs exceed 10% of the player’s salary in the year of the testimonials.

(iv) No NBL Club Affiliate may contribute to a testimonial more than 10% of the player’s salary in the year of the testimonial. Greater contributions shall be considered basketball payments in the year in which the contributions were made.

(v) Full financial details of all testimonial functions or events must be made available to the Player Payments Investigator, if requested, within 7 days of such request.

Where a player’s contract includes a legal obligation to pay the player or his associate a specified amount for a testimonial, the payment shall be included as a basketball payment in the year in which it is paid.

Any payment made to a Player or Player Associate not related to a testimonial event shall be treated as a basketball payment in the year in which the payment is made.
38.2.11. Player Recruitment Costs

38.2.11.1. The following payments shall not be included as Basketball Payments:

(i) Such relocation expenses as in the opinion of the NBL General Manager are reasonable, and which are substantiated by evidence of receipts.

(ii) airfares for the player and those members of his family who reside with him for the majority of the time on the occasion when they first move to a new city and, in the case of restricted players recruited from overseas, on an occasion when they return to their country of origin in order to comply with visa requirements or at the time when they cease playing with the NBL Club.

(ii) Overseas relocation allowances paid to a continuing restricted player who takes up permanent residence in Australia shall be included as part of the NBL Club’s basketball payments in the year in which the payments are made.

38.2.12. Educational Expenses

38.2.12.1. Educational expenses for bona fide reimbursement for fees and books for attendance at a tertiary course, previously approved in writing by the NBL General Manager, are not considered basketball payments.

38.2.13. Cost of Living

38.2.13.1. No allowance shall be made to account for variations in the cost of living between cities.

38.2.14. Superannuation

38.2.14.1. All contributions made by an NBL Club to a player for the purpose of superannuation are included as a Basketball Payment.

38.2.15. Motor Vehicles

38.2.15.1. A value of AUD $7,000 will be applied to all motor vehicles provided to a player or player associate for their use.

(iii) Where a Player is able to purchase, lease or otherwise finance a car at a rate or price which is more favourable than for other members of the public as a result of an NBL Club sponsorship agreement or by other arrangement which arises because of his relationship with his NBL Club, the net benefit which the player obtains is to be included as a Basketball Payment.

(vi) When a contract specifies that ownership of a motor vehicle will be transferred to the player during the term of the contract, after the contract has concluded, a residual value shall be included as part of the NBL Club’s Basketball Payments.

The residual amount as calculated may, at the decision of the NBL Club:
(a) be averaged out over the entire time of the basketball contract and an equal amount included each year in the calculation of the *NBL Clubs Basketball Payments* for each year of the contract whether or not the player continues to play for the *NBL Club* during each year of the contract; or

(b) Included in the total in the NBL Club's basketball payments in the year in which the ownership transfer takes place.

Where a player to whom this Rule 38.2.15.1(vi) applies is no longer on the *Active Player List* with the *NBL Club*, the *NBL Club* may apply to the *NBL General Manager* to have the amount excluded from its basketball payments. The NBL General Manager shall exclude such a payment if satisfied that the original payment was not made in order to place the *NBL Club* in a more favourable position in relation to these Rules than would have resulted had the *NBL Club* made normal annual contractual payments. In particular, a long-term contract with a player close to retirement is not to be the subject of exclusion by the NBL General Manager.

38.2.16. Accommodation –

38.2.16.1. A value of AU $10,000 will be applied to all accommodation provided to a player or player associate.

38.2.17. Player Associates

38.2.17.1. Payment made by an *NBL Club* to any *Player’s Associate* for recruitment of the player to the NBL Club is included as a *Basketball Payment*.

38.2.18. Player Waivers

38.2.18.1. *Basketball Payments* made to a player replacing a contracted player on waiver shall not be included in the calculation of a *NBL Club*’s basketball payments, provided that the total amount paid to the replacement player does not exceed the amount due/paid for basketball to the injured player for the period he is placed on injury waiver (calculated on a regular season game pro-rata basis).

38.2.18.2. Where the amount paid to the replacement player does exceed the pro rata contract amount for the injured player, the excess shall be included in the *NBL Club*’s player *Basketball Payments* calculations.

38.2.19. Replaced Player

38.2.19.1. In the case of a replaced player (when the contract between that player and the *NBL Club* has been terminated), the amount included in an *NBL Club*’s *Basketball Payments* shall be:

(i) The total amount specified in the basketball contract for the replaced player as calculated in accordance with these Rules plus any amount paid to the replacement player which exceeds the pro rata entitlement to the replaced player for the period of the contract which was terminated.
38.2.19.2. The pro rata entitlement for the terminated contract period equals:

\[(C/B) \times A\]

38.2.19.3. Where

A equals the total number of regular season games in which his NBL Club is scheduled to play after his contract was terminated

B is total number of regular season games to be played by his NBL Club in that season

C is the replaced player’s total contracted payments.

38.2.20. Terminated Contracts

38.2.20.1. Any payment arising from termination of a player contract, either by way of pay-out in accordance with the contract terms, settlement or make up of difference between original contract and new contract with another NBL Club is not regarded as Basketball Payment.

38.2.21. Player Awards

38.2.21.1. All player awards in excess of $250 per player per game provided by an NBL Club or NBL Club Affiliate shall be included in the calculation of an NBL Club’s Basketball Payments at the normal retail value of such an award.

38.2.22. Individual Player Awards and Other Club Performance Incentives

13.1.1.1. All Individual Player Awards and performance based bonuses or incentives that are offered to players as part of an NBL contract by Clubs, club affiliates or player affiliates will be included in the calculation of an NBL Club’s Basketball Payments.

38.2.23. Per Diem

38.2.23.1. Any per diem payments made to players by NBL Clubs for accommodation and meals during travel for NBL Club purposes are Basketball Payments, except where the NBL Club is not providing accommodation and meals and the purpose of such payments can be substantiated.

38.2.24. Incentives for Final Games

38.2.24.1. NBL Clubs participating in final games may pay players incentives for finals game appearances. Payments made that are below the following are not Basketball Payments (i)

For Semi finals – 3.5% of the players base salary

For Grand finals – 3.5% of the players base salary
38.2.24.2. The maximum incentive for a team, which competes in the Grand Final, is 7% of the Player Payments Limit for the year.

38.2.24.3. Any amounts paid by a NBL Club in excess of final series incentive limits above are Basketball Payments in the year in which they were paid or the liability to the player arose.

38.2.25. Accounting Period / Contract Payment Period

38.2.25.1. For the purposes of calculating an NBL Club’s Basketball Payments, all payments made by the NBL Club or a NBL Club Associate relative to contracting a player for a particular NBL season shall be included in the financial year for that season. The financial year for these purposes is defined as commencing 1 July through to and including 30 June in the following calendar year.

38.2.26. Non NBL Games

38.2.26.1. Payment made to a Player or Player Associate by a NBL Club or NBL Club Associate for playing games for the NBL Club outside the NBL season shall be regarded as a Basketball Payment made by the NBL Club in the next NBL season, except for payment made to a player who has not been, or subsequently is not, included by that NBL Club in its Active Player List.

38.2.26.2. Reasonable out-of-pocket expenses are exempted, provided satisfactory supporting documentation is made available by the NBL Club.

38.2.27. Third party employment

38.2.27.1. The basic guide is that if a player is receiving money from any person as a way of inducing him to play for the Club, then that money will be included in the Salary Cap.

38.2.27.2. Income that a player earns from parties not related to his Club is generally not included in the Salary Cap, however the details of the agreement must be advised to the Club by the player. The Club must then get approval for the agreement from the Salary Cap Auditor in order for the Remuneration to be excluded.

38.2.28. Innocent Mistake

38.2.28.1. Where the Standards Committee, in consultation with the NBL General Manager, determines that a NBL Club breached its Player Payment Limits wholly or partly as a result of an innocent mistake made by an officer of the NBL Club, the NBL Chief Executive may, in his absolute discretion, expunge such part of the Basketball Payments as reflect the error by the NBL Club.
39. Onus of Proof

39.1. In satisfying the NBL General Manager under Rule 38 the NBL Club has the onus of proving those matters on the balance of probabilities.

40. Player Payments List

40.1. Each NBL Club is required to disclose all payments of whatever nature made by the NBL Club or NBL Club Affiliate to a Player or Player Associate and to provide full details of any Third Party Employment when filing its Player Payments List or within twenty-one days of any Third Party Employment commencing.

40.2. At least one week before the commencement of the season, each NBL Club shall submit to NBL for each contracted player:

40.2.1. Its Proposed Player Payments Forms for each contracted player;

40.2.2. True copies of all contracts referred to in the Player Payments List.

Penalty for failure to comply: Fine up to $1000.

40.3. No later than 1 August each year each NBL Club must submit to NBL a Statutory Declaration setting out:

40.3.1. Full details in the form of Player Payment List of the Basketball Payments and payments for Other Employment that have been made by the NBL Club or NBL Club Affiliates to each contracted Player or Player Associate in the preceding year.

Penalty for failure to comply: Fine up to $10,000

40.3.2. The NBL General Manager or his nominee is entitled to contact and interview a Player’s employer of any third party employment (other than the NBL Club) and the Player Associate’s employer, but shall not do until:

40.3.2.1. Requesting all relevant details and substantiation of the Other Employment from the Player, the Player Associate and the NBL Club; and

40.3.2.2. Notifying the Player and the Player Associate of his intention to do so.

40.4. When an NBL Club enters into a new contract, amends or cancels an existing contract, or otherwise performs an act which has the effect of altering the accuracy of any entry on a Player Payments List, the NBL Club shall notify the NBL General Manager of the change and lodge any new contract within seven days of the change occurring, or the contract being signed.

Penalty for Failure to Comply: Fine of $200 for each day or which advice is overdue or contract not lodged.

40.5. When any contract or amendment or cancellation thereof which is referred to in a Player Payments List is lodged, it shall contain an endorsement signed by the principal executive
officer of the NBL Club and a statutory declaration made by the player to whom the contract relates containing these words:

40.6. "It is hereby acknowledged that this contract contains the whole of the terms relating to payment of ................... by NBL Club ................... for the season(s).

41. Ensuring Compliance with the Player Payments Limit

41.1. The procedure for the investigation and determination of whether or not a breach of the Player Payments Limit has occurred is set out in these rules.

42. Annual assessment of Player Payments Limit

42.1. The NBL General Manager shall issue to each NBL Club in respect of each year an assessment indicating whether it has exceeded the Player Payments Limit and, if so, the amount of the excess and the penalty imposed on the NBL Club and the basis of calculating such penalty.

42.2. The NBL General Manager may increase an assessment and penalty in subsequent years if information comes to notice which indicates that the assessment, which was made, was incorrect. Alteration of an assessment shall only be done in exceptional circumstances where the NBL General Manager is satisfied that a NBL Club has attempted to subvert these Rules.

43. Request for a Ruling

43.1. A NBL Club, a Player Payment Investigator, or a person to whom the NBL General Manager has delegated part, may at any time prior the NBL General Manager issuing to an NBL Club his annual assessment under Rule 42 seek a ruling from the NBL General Manager whether a proposed payment would be a Basketball Payment or is exempt wholly or partly from the Player Payments’ Limit.

43.2. Any request for a ruling under Rule 43.1 must be in writing and provide all relevant documentation.

43.3. The NBL General Manager shall make his ruling in writing and advise all NBL Clubs.

43.4. Any NBL Club (not just the club that requested the ruling) may within 7 days appeal against the ruling of the NBL General Manager and the appeal shall be heard by the Standards Committee.

43.5. Any ruling made under Rule 43.3 shall be binding on the NBL General Manager and all NBL Clubs.

43.6. Where a ruling has been previously made but the NBL General Manager believes that the ruling should no longer apply he may refer the matter to the Standards Committee who can revoke the ruling.

44. Investigation of Offences

44.1. The NBL General Manager shall have the power to:
44.1.1. Investigate an alleged breach of the Player Payment Limits; or

44.1.2. At any time, audit the compliance of a NBL Club with the Player Payment Limits;

44.1.3. make a determination that an NBL Club, NBL Club Associate, Player or Player Associate has failed to comply with any provision in Rules 38, 39, 40, 41, 45, 52 or 53 and to determine a penalty. For ease of reference, the maximum penalties are stipulated in the relevant provisions

44.1.4. Make a ruling when requested under Rule 43;

44.1.5. De-register such player or players that were previously registered as necessary to have the NBL Club to comply with its Player Payments Limit. Any decision under this rule is effectively immediately until such time as any appeal under these Rules has been heard and a decision handed down by the Standards Committee.

44.2. The NBL General Manager may direct a Player Payment Investigator ("the Investigator") appointed under Rule 46 to carry out an investigation or audit that the NBL General Manager is empowered to carry out.

44.3. The NBL General Manager can direct the Investigator to carry out a detailed audit of the accounts of NBL Clubs in each year and to report to him as to the accuracy of the Player Payments List.

44.4. The NBL General Manager shall have the additional power to direct the Investigator to carry out a detailed investigation of any contract, arrangement or dealing between an NBL Club or NBL Club Affiliate and a player or player associate, and to report to him on his findings.

44.5. Before making a determination under Rule 44.1.3 the NBL General Manager must provide an opportunity for the NBL Club, NBL Club Associate, Player or Player Associate to make a submission in regards to the matter.

44.6. An appeal against a determination made under Rule 44.1.3 must be lodged with NBL within 7 days of the determination being made and shall be heard by the Standards Committee.

44.7. Where the NBL General Manager believes that a NBL Club or NBL Club Affiliate, a coach, a Player or Player Associate has knowingly committed any breach of the Player Payment Limits or has been knowingly concerned in any breach he shall make a charge to the Standards Committee setting out full details of the allegations.

44.8. In determining the de-registration of players under Rule 44.1.5 the NBL General Manager shall commence with the most recently registered player.

45. Laying and Hearing of Charges

45.1. If, in the opinion of the NBL General Manager, there is a prima facie case of a breach of the Player Payment Limits by an NBL Club, NBL Club Affiliate, Player, Player Associate or coach, the NBL General Manager shall cause a charge to be laid against such person or persons as he considers to be appropriate.
45.2. The charge shall contain particulars of the alleged breach of these Rules.

45.3. The charge shall be heard by the Standards Committee in such manner as it considers appropriate and the committee is not obliged to publish reasons for its decision.

45.4. The NBL General Manager, or nominated delegate, shall be entitled to attend the hearing, address the Standards Committee and call such evidence as he or she considers appropriate.

45.5. The charged party shall bear the onus of proving on the balance of probabilities that the alleged breach did not occur.

46. Player Payments Investigator

46.1. The NBL Commission shall appoint one or more Player Payments Investigators ("the Investigator") and vest them with such powers in addition to the powers set forth in this Rule as it believes is necessary for them to carry out investigations under these rules.

46.2. An Investigator appointed under Rule 46.1 shall be independent of the NBL and all of the NBL Clubs and Players. In the event that the Investigator is unable to carry out his duties, the NBL shall appoint an alternate investigator.

46.3. The NBL Commission shall allocate such funds as are required from time to time to remunerate the Investigator.

46.4. The principal functions of the Investigator shall be to carry out investigations, examinations and audits of the accounts of NBL Clubs at the direction of the NBL General Manager and to report to him whether breaches of the Players Payments Limits have occurred. In addition, the Investigator may perform such other functions of an investigative nature as he is directed to do by the NBL General Manager.

47. Provision of information to Player Payments Investigator

47.1. Each NBL Club, NBL Club Affiliate, Player and Player Associate and every director, officer and employee thereof shall upon request by the Investigator:

47.1.1. Co-operate with the Investigator in the course of any investigation;

47.1.2. Answer truthfully any question asked of him by the Investigator in the course of an investigation;

47.1.3. Provide to the Investigator any contract, receipt, invoice, account, cheque, book of account, or other document in his or its possession or under its control which is in the opinion of the Investigator relevant to the investigation;

47.1.4. Where the NBL General Manager, after receiving a report from the Investigator, is of the opinion that there is a strong suspicion that there has been a breach of these Rules, he may request the Player provide a true copy of income tax returns and assessments which are relevant to the investigation and those documents shall be provided by the player
Penalty for failure to comply: Where a Player fails to comply with a request pursuant to Rule 54.1(d) he shall be liable for suspension for a period not exceeding four NBL matches or a fine not exceeding $10,000.

47.1.5. Where in these Rules there is a requirement imposed on an NBL Club to disclose documents or information which are in the possession of a NBL Club Affiliate and not the NBL Club and the NBL Club Affiliate refuses to disclose such document or information, the Standards Committee if satisfied that the NBL Club has made bona fide effort to obtain the document or information from the NBL Club Affiliate, shall excuse the NBL Club from any penalty for failing to disclose that information.

48. Standards Committee

48.1. The NBL Commission shall annually appoint a Standards Committee. A person may be appointed to the committee in consecutive years.

48.2. The role of the Standards Committee is to examine and scrutinise players’ salaries and other contracts and monitor compliance with the NBL Player Payment Limits.

48.3. The Standards Committee is empowered to:

48.3.1. Hear and determine cases referred to it by the NBL General Manager under Rule 44;

48.3.2. Hear and determine an appeal against a decision made by the NBL General Manager under Rule 44.1.3

48.3.3. Hear and determine an appeal against a ruling made by the NBL General Manager under Rule 43

48.3.4. Hear and determine a matter referred to it by the NBL General Manager under Rule 44.7.

48.4. The Standards Committee shall consist of:

48.4.1. The BA CEO and two independent members selected by the NBL Commission; and will have the ability to take advice from a representative of the Players Association if necessary.

48.4.1.1. All members of the Standards Committee must be present (in person or by phone) if submissions are orally put to the committee;

48.4.1.2. Each member of the Standards Committee shall possess extensive business experience and be familiar with the sport of basketball;

48.4.1.3. All submissions and documentation provided to the Standards Committee and the deliberations of (including any documentation) the Standards Committee shall be and shall remain confidential.

48.4.1.4. In the event that one or more appointed member of the Standards Committee is unable for any reason to perform their duties, the NBL Commission shall appoint an alternate member.
48.4.1.5. There shall be no appeal from a decision of the Standards Committee.

49. If an NBL Club breaches the Player Payments Limit it will:

49.1. Lose the right to compete in the next finals series (in either the current season or the next season);

49.2. Pay to NBL a fine of up to $250,000;

49.3. Have its Player Payments Limit reduced for the year following the year in which the fine is finalised by fifty percent, of the amount by which the Player Payments Limit was exceeded. Plus have the clubs total team points reduced by 5 points in the following season.

49.4. Where the NBL Club exceeded the Player Payments Limit in a single year by more than $20,000, that team shall be prohibited from registering in the year following the year in which the fine is finalised, any player registered with another NBL Club in the year in which the fine was finalised.

49.5. Where the Standards Committee:

49.5.1. has heard a matter referred to it by the NBL General Manager under Rule 44.7 and determines that a NBL Club or NBL Club Affiliate, a coach, a Player or Player Associate has knowingly committed any breach of the Player Payment Limits or has been knowingly concerned in any breach; or

49.5.2. in hearing any matter determines that a NBL Club or NBL Club Affiliate, a coach, a Player or Player Associate has knowingly committed any breach of the Player Payment Limits or has been knowingly concerned in any breach they may, in addition to any penalty under Rules 49.1.1, 49.1.2, 49.1.3 and 49.1.4:

49.5.2.1. impose a fine not exceeding $100,000 by way of penalty for any one offence;

49.5.2.2. suspension

49.5.2.3. banning

49.5.2.4. refusal of player registration, or de-registration

49.5.2.5. any of the above penalties as a suspended sentence

49.5.2.6. a combination of the above penalties.

49.6. Where a fine has been imposed on an individual by either of the Standards Committee or the NBL General Manager, the NBL General Manager shall have the power to ban or suspend the person for such time that a fine remains unpaid after the due date.

49.7. The Standards Committee may make a recommendation to the NBL Commission to impose a suspension, disqualification or expulsion on any NBL Club.
50. Time for Payment

50.1. Where a fine is imposed pursuant to these Rules, and there is no time specified in these Rules for payment of the fine, a reasonable period of time shall be specified by the NBL General Manager.

50.2. In the case of a fine imposed on a NBL Club, any amount unpaid shall bear interest at the Penalty Interest Rate from the due date and NBL may deduct the amount of the fine (including interest) from any monies due from the NBL to the NBL Club.

50.3. Fines paid pursuant to this Rule shall be distributed equally by the NBL to the other NBL Clubs, excluding the NBL Club which paid the fine.

51. Confidentiality and Disclosure

51.1. Except as specified in Rule 51.2, all information concerning the Player Payment Limits shall be and remain confidential. All correspondence from NBL Clubs shall be marked "Confidential - Attention NBL General Manager - Player Payments Limit".

51.2. The following matters shall not be confidential and the NBL General Manager is authorised to make them public by way of Press Release or otherwise after completion of any appeal process:

51.2.1. The identity of NBL Clubs which have exceeded the Player Payments Limit, the amount of the excess and penalties imposed;

51.2.2. The identity of any persons who have been fined and the amount of any fines pursuant to these Rules;

51.2.3. The identity of any person suspended, banned or de-registered pursuant to these Rules.

51.3. The NBL General Manager shall provide by 1 October each year a confidential report to the NBL Commission listing all player basketball payments and Third Party payments as defined under these Rules for the season just concluded. The listing must show player name and total of Basketball Payments and total of Third party payments.

52. Procedure for Appeals

52.1. Notice of intention to appeal shall be served on the NBL General Manager within 28 days of notification of the assessment, ruling, fine or penalty. The Notice of Intention to appeal shall contain full details of the matters which form the basis of the appeal.

52.2. The Chairman of Standards Committee shall convene the Standards Committee to hear appeals at a central venue and shall notify all interested parties of the date, time and place of the hearing which shall be heard within 21 days of receipt of notice of intention to appeal.

52.3. The Standards Committee may meet by telephone or video conference if in the opinion of the Chairman it is appropriate to do so.
52.4. The NBL General Manager shall be entitled to make a submission to the Standards Committee as to the manner in which assessments, rulings, fines or penalties were calculated or the basis for them.

52.5. The Standards Committee may confirm, reverse, modify, increase or decrease any act, decision, assessment, ruling, fine or penalty and may remedy any omission the subject of any appeal brought before it and make such orders and give such directions in the matter as it thinks fit.

52.6. The decision of the Standards Committee in respect of any issue brought before it on appeal shall be final and binding on all parties.

52.7. In any such appeal proceedings before the Standards Committee, the party appealing shall bear the onus of proving that assessments, rulings, penalties or fines should not have been imposed or were erroneous.

52.8. The Standards Committee may, in its absolute discretion, direct that the NBL pay the reasonable accommodation expenses, economy class airfares of and incidental to an appeal in the event that an appeal is successful.
Section 8 – Player Development Work and Training Commitments

53. Development Work

53.1. Each NBL Club will work cooperatively with the recognised State Basketball Association and any relevant local associations to produce a “Community Engagement Plan” for the joint delivery of development programs, school programs, the nationally approved skills development program and national education programs.

53.2. The NBL Club will not establish any independent program aimed at engagement with the local Basketball community or schools without consultation with the relevant State Basketball Association;

53.3. Each NBL Club shall ensure that each of the players on their Active Players List appears on behalf of and at the request of the NBL Club for promotion and development work.

53.4. Each NBL Club shall nominate each week times that are free of training of any description for the purpose of promotional work for, community based programs and the development of the game of basketball in the community

53.5. NBL Clubs shall use their best endeavours to notify players of the timing of their commitments in advance via the monthly and weekly schedules or via direct communication with the player.

Penalty on NBL Club for Failure to implement their approved Community Participation Program: A maximum fine of up to $10,000

54. Training Commitments

54.1. NBL Clubs can structure their training commitments based on demands of the NBL and the NBL Schedule, the coaching philosophy of the coach and club and the availability of venues and local resources. They should however reflect the following principles.

54.1.1. Training requirements should acknowledge the important role that promotion and game development are to the success of the NBL and the game of basketball with sufficient time being allowed to do so;

54.1.2. The development of a career or vocation outside of basketball is important for all Players and training requirements should support a Player’s educational, and vocational or work commitments.

54.1.3. Training requirements on any particular day where possible should occur between the hours of 9am to 5 pm and should be scheduled regularly and where possible at the same time on each day.

54.1.4. Each NBL Club shall notify its Players of its training program and roster prior to the commencement of the NBL season. It is the responsibility of each player to notify his NBL Club of any study or work obligations which will impact upon his NBL Club’s training program.
Penalty on NBL Club for Failure to implement an appropriate and responsible training program: A maximum fine of up to $10,000

55. Compulsory Activities

55.1. The following activities are regarded as compulsory activities and will not be counted as Promotional and Development appearances, and must be attended by all players and coaches unless the prior consent of the NBL General Manager has been obtained:

55.1.1. End of season NBL Club event. (MVP, Ball etc);
55.1.2. Team/individual photo sessions, including for sponsors
55.1.3. Media/sponsor “get-together” at training venue or NBL Club office;
55.1.4. Season launch;
55.1.5. NBL launch;
55.1.6. NBL All Stars events;
55.1.7. NBL Pre-Season Tournament;
55.1.8. Autograph sessions at games;
55.1.9. Media interviews;
55.1.10. Open team training nights;
55.1.11. Team barbecue, golf days, etc;
55.1.12. Exhibition/practice games/special training sessions.

55.2. Each NBL Club shall provide to the NBL General Manager, in the format as prescribed from time to time by the NBL General Manager, details of each appearance undertaken by a player.

55.3. Information under Rule 55.2 will be in the form of monthly schedules and must be lodged with the NBL no later than 10 business days prior to the start of the next month.

Penalty for Failure to lodge Monthly Schedules: $100 each day the information is overdue
Section 9 – Rules Relating to the Competition

56. Objectives of the Competition

56.1. The objectives of the NBL are to provide:

56.1.1. the highest level of competition between NBL Clubs;

56.1.2. a standard of competition, which will assist in the preparation of the Australian National team for World Championships, Olympic Games, and major international competitions;

56.1.3. a competition acceptable to the public and to the media so that basketball gains prominence and recognition as a major sport in the Australian community.

57. Release of players for National Team Duties

57.1. Each NBL Club is bound upon request by BA or other international Federation (without charging a fee) to release all of its Players, coaches or managers, to fulfil their respective National Team Duty obligations and to meet any other commitment reasonably deemed by their Federation to be in the interests of their respective Federation’s basketball program.

57.2. Any Player who declines, refuses or fails to fulfil any National Team Duty obligations is disqualified from competing in the NBL competition during the period in which the player would have otherwise been committed to National Team Duty unless he has obtained consent from BA to miss that National Team Duty.

57.3. BA shall not unreasonably withhold its consent when a request is made under Rule 57.2.

58. Playing Rules

58.1. All games are played in accordance with International Basketball Federation (FIBA) Official Basketball Rules, except for minor variations approved by NBL from time to time.

58.2. The following variations to the Official Basketball Rules have been approved:

58.2.1. Half time Interval

The half-time interval shall not exceed fifteen (15) minutes. At least five (5) minutes of the half-time interval must be available to teams to warm-up.

A running clock, which is activated immediately the second quarter ends, must be used to record the time remaining for the half-time interval.

Where possible, a duplicate game clock should be located in the teams’ dressing rooms.
59. Fixtures

59.1. The NBL will commence its scheduling process no less than 9 months prior to the proposed commencement date of the season in the following year.

59.2. Upon request, each NBL team is required to submit to the NBL General Manager a minimum of 30 available home venue dates for the following season. Furthermore for each full month of the proposed schedule teams will be required to submit 6 available home dates.

59.3. NBL Clubs will be required, dependant on broadcast times, to make available dates that allow the NBL to comply with its Broadcasting Agreement. This may include Wednesdays and Sunday afternoon time slots. This needs to be provided by the end of the last week in October of the year preceding the season.

59.4. NBL Clubs must submit to the NBL, when requested, any special requests for specific home game nights, i.e. New Years Eve, Boxing Day, etc. as well as any requests for games to be played at alternate venues. Any request must be submitted on a Venue Availability Form (Appendix 7) NBL will construct a schedule that best provides fair and equitable circumstances to all teams while accommodating home game requests. The final draft will be completed by the end of February.

59.5. No team will be scheduled to play a game on a day that has required them to travel across two time zones from their previous game or within a 24 hour period of the tip off of the game before.

59.6. Any NBL games scheduled outside of the countries where NBL games are normally played will come under the direct control of the NBL.

59.7. Once the fixture has been agreed to by the NBL Commission, only in exceptional circumstances will changes be approved. All changes have to be approved by the NBL Commission with the concurrence of the NBL General Manager. If the change in fixture or venue results in a cost (for example, travel expenses) incurred by any party, this cost is to be met by the NBL Club requesting the change. The NBL General Manager may also determine additional compensation needs to be made for any games moved that could have potentially raised more revenue for the club.

59.8. Games may be played on any days but where possible will take account of the demands of the broadcast partner and the demands clubs face when hosting games.

59.9. Starting times for games held in the evening must be no later than 7.30pm. For games hosted in the afternoon starting times will be determined through consultation between the NBL Club, the NBL and the Broadcast partner.

60. Protests/Disputes

60.1. Should a team believe that its interests have been affected adversely by a decision of a NBL Referee, score bench, or by any event that takes place during a game, it may protest. Should the team elect to do so, it must, when next the ball is dead and the clock is stopped following the incident in dispute, or at the first time-out that follows, notify the NBL Referee through the team's court Captain. This must be done in a calm and courteous manner.
60.2. When a protest is raised under Rule 60.1, the NBL Referee may explain his decision or, if necessary, may examine the Score Sheet and check the score and the playing time. If this interruption exceeds 30 seconds it shall be charged as a time-out to the team in question unless the NBL Referee decides otherwise, recognising the validity of the observation.

60.3. Should the final buzzer fail to operate or not be heard where the result of the game hinges on the determination of when the buzzer sounded, the NBL Referee will make a final determination after following the procedure outlined in the FIBA rules. This decision may not be appealed.

60.4. Any dispute regarding matches not covered by Rules 60.2 or Rule 60.3 may be lodged with the NBL General Manager within twenty-four (24) hours of the conclusion of the game, followed by a written report within forty-eight (48) hours. A fee of $500 must accompany the report which will be returnable should the complaint be upheld. A copy of such reports must also be sent to the opposing team.

60.5. The NBL General Manager shall rule on all disputes lodged under Rule 60.4 and his decision shall be final and binding and shall not be subject to appeal.

61. NBL Ladder

61.1. Placings on the NBL Ladder during the Season

61.1.1. The positions on the ladder during the regular season shall be determined by the ratio of games won over games played.

61.1.2. Should two or more teams be tied with the same winning percentage during the regular season they shall be ranked by the number produced by dividing total points scored against into total points scored for.

61.2. Final Placings at the End of the Home-and-Away Season

61.2.1. Positions on the ladder will be determined by the ratio of games won over games played.

61.2.2. Should two or more teams be tied on game winning percentage at the conclusion of the home and away fixture, final placings shall be determined by the win/loss ratio in only those games played between the tied teams.

61.2.3. Should there still remain a tie; rankings shall be determined by the difference between the total points scored for and against each team in only those games played between the tied teams.

61.2.4. If teams still remain tied, rankings shall be determined by the points for over the points against percentages for the entire season.

62. Game Forfeits

62.1. A team which, without valid reason, fails to appear to play a scheduled game or withdraws from the court before the end of the game shall lose the game by forfeiture.

62.2. Forfeiture will result in a fine and may bring further disciplinary action by the NBL General Manager and under the NBL License Agreement.
62.3. A team winning by forfeiture may not be penalised in the determination of final placings in their points for and against.

63. Withdrawal of team

63.1. Should a team for some reason withdraw from the competition prior to the completion of the home-and-away season, the NBL Board shall determine the fairest way to adjust the competition so that teams that have played or are yet to play the withdrawn team are not disadvantaged.

64. NBL Finals – Dates and Venues

64.1. Subject to a review of the season, the months of March, April and May shall be the preferred time for the NBL Finals.

64.2. The availability of all venues for NBL Finals is to be finalised by the end of October in each year.

65. NBL Finals Format

65.1. The number of team competing in the finals series will be determined by the number of teams competing in the regular season competition.

65.1.1. 10 Competing teams – Top 6 teams compete in the Final’s Series

65.1.2. 8 Competing Teams – Top 4 teams compete in the Final’s Series

65.1.3. 6 Competing Teams – Top 3 teams compete in the Final’s Series

65.2. The order of games, the number of games and venues will be determined by the NBL General Manager in consultation with the NBL Clubs in order to meet the needs of the Broadcast Partner and venue availability issues.

65.2.1. First Round (Elimination Finals)

When there are 10 teams playing in the regular season competition the first round of finals games will be via single elimination between the teams placed 3 to 6 at the completion of the regular season. When there are less than 10 teams playing in the regular season the finals series will commence with Semi Finals

Teams finishing first and second at the end of the regular season will progress directly to the Semi Final Series. The other four teams will play as per the following schedule with the first mentioned team being the home team

Team Placed 3rd v Team Placed 6th (Game 1)

Team Placed 4th v Team Placed 5th (Game 2)

When there are 6 or 8 Competing Teams there are no elimination finals.
65.2.2. Second Round (Semi-Finals)

Semi finals will be conducted as a three game series on a home away home basis. This sequence may be adjusted to suit broadcast requirement to away, home, home basis.

10 Competing teams

Team Placed 1st v Winner Game 1
Team Placed 2nd v Winner of Game 2

8 Competing Teams

Team Placed 1st v Team Placed 4th
Team Placed 2nd v Team Placed 3rd

6 Competing Teams

The team placed highest on the ladder will have a bye during the Semi Finals Series and will progress directly to the Grand Final Series.

Team Placed 2nd v Team Placed 3rd

65.2.3. Third Round (Grand Final Series)

The winner/s of the Semi Final Series will progress to the Grand Final Series in the best-of-three Grand Final with the highest remaining seed having home-court advantage.

Series will be either home-away-home or away-home-home or as otherwise determined by the NBL General Manager

66. Player Eligibility for NBL Finals

66.1. No player may play in the NBL Finals without having been on the Active Player List for at least or more than 25% of regular season games for his then registered NBL Club in that season.

66.2. For home games in the NBL Finals, the home team is permitted to have two additional players on the bench. These two players must come from the development squad and must have met the eligibility requirement in Rule 66.1, that is the development squad player must have appeared on the teams official scoresheet for at least or more than 25% of the teams regular season games.

67. Ticketing

67.1. Host NBL Clubs shall have the right to set ticket prices, subject to the approval of NBL, which shall not be unreasonably withheld.

67.2. During the NBL Finals, host NBL Clubs shall set aside a number of tickets for supporters of the visiting teams to purchase (through the administrative offices of the visiting teams).
The number of tickets shall be determined by the NBL General Manager based on a percentage of the venue seating capacity. The NBL General Manager shall also fix the notification deadline for purchase of visitor tickets depending on the day(s) of play.

67.3. Host NBL Clubs will reserve 30 good seats for each game at no charge for NBL.

67.4. NBL Management Ltd will be given first option to purchase at cost price up to two boxes (if available) for each game in the NBL finals.

68. Signage and Sponsorship

68.1. NBL reserves the right to sell sponsorship of the finals and offer such signage and other benefits as agreed to by the NBL. All host NBL Clubs shall honour such signage and benefits, unless it is in direct conflict with their naming or major sponsorship agreements, in which case they should inform the NBL General Manager immediately upon the announcement of any ‘finals sponsorships’. All cost associated with this signage will be met by the NBL.

68.2. All NBL sponsors acknowledged during the regular season will continue under the same conditions during the finals.

68.3. Host NBL Clubs may not increase either the size or number of their on-court decals during NBL Finals games.

69. Financial Arrangements for NBL Finals

69.1. NBL shall pay all airfares for a travelling party of thirteen per NBL Club involved in the Finals.

69.2. The Host NBL Club shall pay to NBL a levy on tickets sold, the amount will be determined by the NBL Commission.

69.3. Prize money for the finalists will be determined annually by the NBL Commission.

70. Grand Final Presentation Ceremony

70.1. The awards ceremony at the conclusion of the Grand Final will be planned by the host NBL Club in conjunction with the NBL General Manager. The NBL shall have final say on who shall act as presenters during the award ceremony.

71. Entertainment Grant

71.1. Host NBL Clubs may make application to the NBL General Manager for entertainment grants of up to $1,000 for each of the quarter and semi-finals, and $1,500 for each of the Grand Final games. Such applications should detail plans for the “extra” entertainment and set out a realistic budget. Such grants will be awarded at the discretion of the NBL General Manager.

72. NBL Travel Arrangements

72.1. Air Travel
72.1.1. All teams shall be booked with the designated NBL airline which is determined from time to time.

72.1.2. Other airlines may be used only when the NBL nominated airline does not operate a desired or an appropriate service. Permission must be granted by the NBL General Manager prior to an alternate airline being used.

72.2. Ground Travel

72.2.1. All teams shall be booked with the designated NBL rent-a-car carrier should the NBL have such a designated carrier.

72.2.2. The cost of ground travel will be the responsibility of the travelling team - except in the case where ground travel is organised in lieu of air travel under the equalisation scheme. In this exception, NBL will meet reasonable ground travel costs.

72.3. Booking Travel

72.3.1. All air travel, accommodation and ground travel bookings shall be made by the travelling team as directed by NBL Board from time to time.

72.3.2. NBL Clubs will be able to use of the NBL Airline Account according to procedures advised by NBL from time to time.

72.3.3. The NBL Airline Account can only be used for authorised team travel unless prior approval is obtained from the NBL Chief Executive Officer.

72.3.4. Payment for travel incurred by people other than the authorised Travelling Team must be paid by the NBL Club to the NBL within 30 days of invoice.

72.4. Authorised Travelling Party

72.4.1. Thirteen people are the authorised number of the travelling team’s party under the airfare equalisation scheme for the regular season. A minimum of nine (9) players, eight (8) of whom must be contracted (not Development Squad Members), must travel to away games.

72.4.2. Teams may book as many people as they like on the NBL’s air travel account but must bear the full responsibility for payment of airfares in excess of thirteen people.

72.4.3. The travelling party for Finals under the cost equalisation structure shall be determined by the NBL from time to time.

72.5. Accommodation

72.5.1. Accommodation costs for the regular season shall be the responsibility of the visiting teams. Accommodation costs for the Play-offs and Finals shall be determined from time to time by the NBL’s Play-off formula.

72.5.2. Should the NBL nominate an accommodation chain as exclusive for the NBL, all NBL Clubs shall book accommodation at that chain where services are available, unless the NBL Club has a sponsorship commitment that would directly conflict with this rule to the value of $100,000 or more.
72.6. Team Travelling Appearance and Behaviour

72.6.1. All teams travelling should be conscious of their role in representing the NBL to the general public. NBL Clubs will ensure that all travelling members are wearing the official travelling uniform of the NBL Club approved by the NBL when travelling.

72.6.2. NBL will not tolerate rude or disruptive behaviour of teams in public and misbehaviour will be subject to substantial fines. Players should also be aware that members of the public may approach them for autographs etc and Players at all times should make themselves available for all reasonable requests for autographs and photographs.

73. Pre-season Games

73.1. NBL Clubs must register all pre-season games with the NBL, whether or not against NBL Clubs sides, and the NBL shall appoint NBL Referees to all these games.

73.2. The host NBL Club shall pay to NBL Referees the pre-season fee set out in the NBL Referees Agreement.

73.3. In order to participate with an NBL Club in pre-season games, all players must be registered under these rules. An unlimited number of players may be registered with the NBL Club for pre-season games, but a maximum of twelve players only may participate in any one pre-season game.

73.4. All pre-season games are subject to these rules and no variation to the rules may be made without the approval of the NBL General Manager.

74. Pre-Season Tournament

74.1. NBL will promote and conduct a pre-season tournament, or it may assign the tournament to one of its NBL Clubs or to another party to promote and conduct the tournament on its behalf.

74.2. As long as a pre-season tournament remains an authorised NBL event, all NBL Clubs shall attend.

74.3. The NBL General Manager will construct the seedings and draw for the pre-season tournament.

74.4. Twelve players shall be allowed to register per team prior to the tournament and these twelve players shall be eligible for all games, but the list of twelve may not be altered after lodgement.

74.5. The tournament shall be conducted under these Rules, and no variation to the Rules may be made without the approval of the NBL Board.

74.6. Only NBL approved referees shall be used at the tournament and the NBL referee sponsor shall be the sponsor of the referees for the tournament.

74.7. All travel shall be by the NBL official carrier.
Section 10 – Rules Relating to Game Administration

75. Pre-season

75.1. *NBL* Clubs are required to promptly supply information requested by the *NBL* to enable the production of a Media Guide at the beginning of the season.

75.2. Prior to the commencement of each season each *NBL* Club will be responsible for provision of a range of photographic shots as specified by the *NBL* of teams, coaching staff and key personnel for use by the *NBL* and *NBL* Clubs.

75.3. Prior to the start of every season each *NBL* Club shall circulate a team photo and individual head shots of all players and coaches to every other *NBL* team and the *NBL*.

75.4. At least one week prior to the start of the season, each *NBL* Club must nominate to the *NB* the name of its Game Commissioner.

75.5. The Game Commissioner should be a member of good standing of the *NBL* Club’s administration and a person who will generally be in attendance at home games.

75.6. If the Game Commissioner is not in attendance at a game, the Game Commissioner must appoint a proxy of similar standing within the *NBL* Club. The Proxy must make himself/herself known to the Chairman of the Score bench and the Referees prior to the start of the game.

75.7. The Game Commissioner acts as an official representative of the *NBL* and after consultation with the referees and a representative from each team is empowered to make decisions regarding aspects of the game not covered by the rules of basketball or the these Rules.

76. Information Prior to Each Game

76.1. Visiting teams are required to supply to the home *NBL* Club names and numbers of their travelling squad as well as their travelling and accommodation details 7 days prior to the game. Subsequent changes must be notified immediately. The home team is responsible for providing directions to the venue for the visiting teams.

76.2. The onus is on the *NBL* to inform home *NBL* Clubs of up-coming milestones the visiting team may wish to have recognised should the milestones be reached in a particular game.

76.3. Home *NBL* Clubs are required to recognise all such milestones requested by the visiting teams and should recognise also milestone achievements made by their own team.

76.4. *NBL* shall advise any milestones for *NBL* Referees and the method that they are to be recognised. Such recognition may be done through the game program and/or over the public address system. In some cases, it may be in order to make a special presentation.

77. Alternate Uniforms

77.1. All *NBL* Clubs must have at least two alternate uniforms, a dark-based uniform for home games and a light-based uniform for away games. The colour and design of these
uniforms must comply with the NBL Uniform Guidelines including the placement of logos and sponsor recognition.

77.2. Any inordinate delay in the game starting time because of a uniform clash could result in the offending team being fined.

78. Liaison Officers

78.1. The home NBL Club is required to provide a liaison officer for the visiting team. This person shall be present at the game and look after the reasonable needs of the visiting team.

78.2. Each NBL Club is to appoint a Media Liaison Person who will be responsible for attending to the reasonable needs of accredited press.

78.3. Home NBL Clubs are required to provide a liaison officer for the game referees who shall be present at the game and look after the reasonable needs of the referees. This person should consult with the NBL Referees’ Manager to determine what the NBL requirements are for the welfare of NBL Referees.

78.4. The Referee Liaison Officer is also required to supply security for the Referees where required.

79. Pre Game Shoot-Around

79.1. Shoot-around times are standard at every venue as follows-

- For tip off between 7:00 pm and 8:00 pm
  - Home team shoots between 10am – 12noon
  - Visiting team shoots between 12 noon and 2pm

- For tip off between 5:00 pm and 7:00 pm:
  - Home team shoots between 9:30 am – 11:30 am
  - Visiting team shoots between 11:30 am and 1:30 pm

- For a 5pm tip off or earlier:
  - Home team shoots between 9am – 11am
  - Visiting team shoots between 11am and 1pm

79.2. The home NBL Club shall use its best endeavours to make the game venue available to visiting teams for practice on game day.

80. Equipment and Game Signage

80.1. Prior to the start of the game, the home NBL Club must ensure that all equipment is fully functional. The hooters should be loud enough to be heard over the crowd noise, the scoreboard and timing gear should be fully functional with all scoreboard lights lit and foul bats should be in place.

80.2. Numbers on the scoreboard should correspond to the actual numbers being worn by the players.
80.3. Prior to the start of the game, the home NBL Club must ensure that all NBL signage is in place and in the position directed by NBL, including:

80.3.1. Naming rights’ sponsor floor decals and other signage
80.3.2. Official product signage
80.3.3. Any NBL or sponsor logo affixed to each backboard in the bottom corner
80.3.4. Score bench sign.

81. Statistics and Score table

81.1. A team of at least four persons (each holding appropriate national accreditation in statistics) must be supplied to record such statistics as required by the NBL. A Head Statistician should be appointed by the NBL Club and the NBL informed of their name. This person will be directly responsible to the NBL for the accuracy and completeness of the game statistics.

81.2. All score table personnel must appropriate national accreditation in score table and be registered with the NBL Referees Manager. All score table personnel present their accreditation to the game referees upon request.

82. Media, Television and Radio

82.1. The home NBL Club is required to do everything possible to accommodate reasonable requests in the setting up of television and/or radio broadcasts.

82.2. The home NBL Club is required to honour all NBL media passes for working journalists only; however, prior notification should be given to the home team if a journalist wishes to attend.

82.3. Journalists must be given reasonable seating when special media sections are not available. Journalists must be given access to a room adequate for them to write up the game stories, and equipped with telephone facilities and internet connection.

83. Complimentary Seats

83.1. The home NBL Club is required to offer free seating to any NBL Director or Official or guest invited by the NBL and to Officers, Board Members or Executive Staff of BA. A minimum of 14 days’ notice should be given to the home NBL Club before the game day.

83.2. The home NBL Club is required also to meet the reasonable requests of media executives at short notice, as representatives of host television broadcaster/s.

83.3. The home NBL Club must provide a seat for the Referee Supervisor and partner (if attending) and a partner for each game referee at no charge. Referees and supervisors are required to notify the home NBL Club of their partner’s requirements no later than the Tuesday prior to the game.

83.4. The home NBL Club must provide, at no cost, 4 tickets for use by development referees who will sit with the Referee Supervisor and also attend pre and post game meetings of the referees.
83.5. The home NBL Club shall reserve twenty (20) seats, at no cost, for supporters of each visiting team during the regular season. Visiting teams are required to confirm use of these seats at least three working days prior to the game day.

84. Basketballs

84.1. The home NBL Club shall ensure that the visiting team is supplied with six (6) balls for both shoot-around and game warm-up.

84.2. The warm-up balls and game ball must be the NBL-approved brand.

84.3. The game ball may not be used by either side in warm-ups, it must be reasonably worn in, and it must not be marked with player or team names.

85. Refreshments

85.1. The home NBL Club must provide refreshments on the bench for the visiting team, Referees, Statisticians and Score table.

85.2. The home NBL Club will make available for the visiting team twenty (20) towels for use both during and after the game.

85.3. Cheerleaders

85.4. There shall be reciprocal rights for team cheerleaders to be on-court (where physically possible). The home NBL Club retains the right to have its cheerleaders provide game entertainment.

86. Visiting Teams’ Sponsors

86.1. Visiting teams who have naming rights’ sponsorship shall have such sponsorship acknowledged in the game program and by the game court announcer.

86.2. Where practicable, a signage space with television exposure shall be made available for a sponsor of a visiting NBL Club, provided it does not conflict with a sponsor of the home NBL Club.

86.3. The onus is on the visiting NBL Club to ensure that its sponsor does not conflict with the home team and this shall be clarified prior to the team travelling. The visiting team will be responsible for the sign to be displayed and must conform to the standard presentation of the home team.

87. Match DVDs

87.1. Four (4) DVD copies of the game tape are to be produced by the home NBL Club and distributed as follows:

- One – Referee Coach present at that game. Where no Evaluator is present this copy is to be given to lead referee
- One – Home Team
- One – Away Team
- One – posted to NBL immediately following the game.

Penalty for breach of this rule is $1000.
88. Team Benches

88.1. Team benches cannot comprise more than 14 seats. At any given time, the official party of any team may not consist of any more than 19 people – this may be made up of 14 people on the bench and 5 people on the court.

88.2. No person who is under suspension or ban may be seated on the team bench.

88.3. All non-playing personnel sitting on the team bench shall be neatly attired in official club apparel or approved clothing. Pants and a club polo shirt shall be the minimum requirements.

88.4. The wearing of a suit by a coach is considered to be appropriate clothing.

Penalty for breach of this rule is $1000.

89. Other Game Requirements

89.1. Visiting NBL Clubs are required to co-operate with all reasonable requests by the home NBL Club in the area of player introductions.

89.2. The home NBL Club is required to have a medical doctor in attendance at every game and available for consultation by either the home or visiting team immediately before, during, and immediately after the game.

89.3. The home NBL Club shall have the choice of their team bench, the initial offensive direction and is allowed to warm up at that end. This will remain the same throughout the season.

89.4. At all times while in the venue, the security of the visiting team is the responsibility of the home NBL Club. This includes the security of the players’ bench where the visiting team must be sheltered from undue harassment or interference from the fans. No member of the audience shall be permitted to approach the team bench area.

89.5. The score sheet is to be totalled on a quarter-by-quarter basis and only a NBL official score sheet used.

90. Game Statistics

90.1. All statistics should be entered on the Team statistics laptops, FIBA Live Stats or other NBL approved software.

90.2. Statistics must be double-checked to agree with the official score sheet for final scores, individual scores, two-point shots made, three-point shots made, foul shots attempted and made, and personal fouls.

90.3. Time-played statistics should be entered on the Detailed Team Report and Team Shot Chart for each team.

90.4. Copies of the Game Box Score, Detailed Team Reports and Team Shot Charts should be given to both teams.
90.5. For all games played, the following items are to be provided by fax or email to NBL no later than 8.00am on the morning following the game:

- The official score sheet signed by the referees and with the attendance figure entered.
- The Most Valuable Player sheet from both coaches signed by the head coaches.
- The Game Box Score.
- Score sheet and Summary Sheet.
- Any reports made under Rule 92

91. Post-Game Procedures

91.1. The game is not officially concluded until the referees have checked the official score sheet and signed it.

91.2. The official attendance should be entered on the score sheet.

91.3. As soon as the game concludes both head coaches should be given Most Valuable Player voting sheets. It is the responsibility of both coaches to ensure that their votes are recorded.

91.4. The home NBL Club shall phone in such results as required by NBL to specified Media outlets.

91.5. On the morning following the game, the originals of the score sheet and all relevant statistical information and game DVD should be mailed to NBL to arrive no later than three business days after the game.

92. Reports

92.1. Any reports that generate out of a game must be notified to NBL along with the Referee(s) Report(s). Such material must be forwarded by fax to NBL.

92.2. If the game is not covered by the NBL’s broadcaster, the DVD of a game in which there has been a report, must arrive at NBL no later than the second business day following a game.

93. Public Criticism

93.1. No NBL Club, executive officer, official, employee, coach, referee, player, or team shall offer public criticism of game referees except through proper channels of the NBL, Referees Manager or Referee Supervisors. NBL Clubs will be held responsible for the comments of all their NBL Club Affiliates or Player Associates, which may subsequently appear in the media.

93.2. No NBL Club, executive officer, official, employee, coach, referee, player, or team will make, issue, authorise, offer, or endorse any public criticism or any statement having or designed to have an effect prejudicial to the best interests of the game of basketball or of the NBL.
93.3. Any NBL Club, executive officer, official, employee, coach referee, player, or team who breaches Rule 93.1 or Rule 93.2 shall be liable to a fine not exceeding $10,000 or to suspension in the discretion of the NBL General Manager. Alternatively, the NBL General Manager may refer such matters to the Tribunal for further investigation and determination.

93.4. Any fine or suspension determined by the NBL General Manager under Rule 93.3 is subject to the right of appeal to the Tribunal Appeals Panel who shall have the power to increase, decrease, or cancel any fine or suspension imposed. The decision of the Tribunal Appeals Panel is final.

94. Game Production

94.1. Each NBL Club shall appoint a Game Production Co-ordinator who shall be responsible for co-ordinating all game production activities, including court announcing, the playing of music, the activities of the mascot/s and other on-court entertainment, and strict adherence to these Rules. In the absence of the Game Production Co-ordinator, the playing of music and access to the public address system shall fall under the control and direction of the Court Announcer.

94.2. NBL is sympathetic to the differences of individual markets and will make allowances for each club to determine effective game presentation on this basis. However, derogatory, demeaning or defamatory language or actions towards game officials, administrators, or opposition players and coaches will not be tolerated.

95. Objectives of the court announcer

95.1. Provide information concerning the state of the game that may not be readily available or obvious to the general public and to provide some limited game commentary.

95.2. Introduce teams/players to the floor.

95.3. Liaise with the game referees and/or score bench chairman in order to clarify technical decisions to the public.

95.4. Assist Game Night Entertainers in engaging the audience.

95.5. Pass on sponsorship information at appropriate times.

96. Guidelines for Court Announcer:

96.1. Provision of Information:

96.1.1. The Court Announcer’s game commentary should be limited to supplying the following information at the appropriate times:

96.1.1.1. Scoring: Who scored? Number of points. Cumulative individual total. Occasionally, an assist might be appropriately mentioned.

96.1.1.2. Foul: Who fouled. Number of personal fouls. Number of team fouls. Who is shooting foul shots (if appropriate) and number of foul shots to come.
96.1.1.3. Milestones if achieved.

96.1.1.4. Violation: Name the violation not the player violating.

96.1.1.5. Substitutions: Who is in for whom.

96.1.1.6. Time out: Which team called the time-out. The number of time-outs which have been called for that team.

96.1.1.7. Rebound, block, steals, and who made turnovers are generally not appropriate for comment.

96.2. Team Introductions:

96.2.1. The Court Announcer has duties to introduce teams to the floor and individual players from each side.

96.2.2. The following standard format for team introductions is to be adopted at all venues (subject to any special arrangements which may be made with host broadcaster/s with the prior agreement of the NBL General Manager):

96.2.3. 15 minutes before game time – Court Announcer welcomes the two teams to the floor for warm-up.

96.2.4. The next 12 minutes is devoted to un-interrupted warm-up by both teams.

96.2.5. 3 minutes before game time - Court Announcer introduces all of the team members of both teams, beginning with the visiting team. The visiting side should not be asked to stand around for an unduly lengthy time while the home team is being introduced over a much longer period than it took to introduce the visitors.

96.2.6. Should the home NBL Club have any other special activity for presentation prior to game time, this must take place during this period. Presentations honouring players’ and officials’ milestones can be made during this time with tightly targeted comment by the Court Announcer only, but no accompanying speeches.

96.2.7. During the final three minute warm up period, the Court Announcer will name the referees and, if time permits, will name also the starting-five players for each team.

96.3. Score bench / Game Official Liaison:

96.4. The Court Announcer is to act as the official conduit between the game referees and the public in relaying information covering rule discussion that may not be readily apparent to the public.

96.5. The Court Announcer, as part of the bench and as the official conduit to the public, must be kept informed by the bench/bench supervisor of reasons for delays in the game (eg those involving any clarifying discussions between referees and bench officials) and/or of other matters which patrons should have explained to them.

96.6. Sponsorship Information:
96.6.1. Announcements recognising sponsorship and guests are a part of the Court Announcer duties. These announcements should be limited to pre-game, time-outs and quarter/half-time breaks.

96.6.2. The Court Announcer must acknowledge all NBL Sponsors as per agreements signed between NBL and the sponsors.

96.7. Other Court Announcing Guidelines:

96.7.1. The Court Announcer is not permitted to talk after a player has the ball in his hands when shooting foul shots.

96.7.2. Visiting teams should be treated in an even-handed way. Neutrality extends to what is said, not necessarily how it is said.

96.7.3. Any comment during play that takes longer to make than the time it takes a team to move the ball from its backcourt to its front court is too long.

96.7.4. The Court Announcer while passing information to the crowd should not add unnecessary descriptors which imply critical analysis (such as “nice try”, “great shot”, “good defence”, etc) and editorial description should be avoided.

96.7.5. Any comment reflecting on the performance of the referees either overtly or covertly is not allowed. Disparaging or critical remarks of any sort towards players, coaches or officials are not acceptable (including pre-taped comments played through the PA system). The court announcer may commence a chant but not continue it.

96.7.6. The Court Announcer as part of the score bench must remain in their allocated position on the bench and not move around the stadium whilst the game is in progress.

96.7.7. Also as a member of the bench who is reasonably visible to the public, the Court Announcer must be cognisant of his/her gestures as well as what is said. The body language should remain neutral.

97. Music

97.1. As an over-riding principle, the playing of music over the PA system during play should be limited to the duration of the time of an average “play phase”, i.e. for no longer than 24 seconds at a time.

97.2. There may be occasions when music will be played continuously to reflect logical breaks in play or the excitement of adjacent play phases. At no time while a game is in progress should music be that continuous, unduly repetitive, or unnecessarily loud that it distracts and detracts from the game.

97.3. Volume of music and any other PA announcements must conform to Occupational Health & Safety Standards and any local regulations applicable.

97.4. No music or sounds initiated by the PA are to be played after a player has the ball in his hands in preparations for shooting a free throw.
98. Mascots

98.1. NBL Club mascots are acknowledged as an important part of presentation of the game to the public, and in evoking emotional crowd support.

98.2. It is important that the activities of team mascots do not detract from the game, give offence to family values, or interfere in any way with the field of play or progress of the game.

98.3. Mascots must remain a minimum of two metres away from the opposition huddle and team bench at all times, including time outs and quarter time breaks. Mascots must not enter the area immediately under the basket when the opposition team is taking a free throw.

99. Use of Public Announcement System

99.1. The public announcement system or microphone may be used to engage the audience by coordinated effort or chant by someone other than the Court Announcer subject to the same rules that are outlined for Court Announcers in Rule 95 and Rule 96.

100. Enforcement of Game Presentation Rules

100.1. After having previously issued a warning to an NBL Club about the standard of game production generally, court announcing, playing of music, activities of mascot/s etc, the NBL General Manager may fine the NBL Club up to $1,000 for each non-adherence to the Guidelines in this section on the recommendation of the Game Commissioner or after his own investigation.

100.2. Further warnings will not be issued before imposing additional fines for continuing infractions of these Rules in any one season.
Section 11 – Rules Relating to Referees

101. Appointment to National Panel

101.1. All NBL Referees shall have a Level 3 Referee Badge at a minimum and shall be appointed to the national panel of referees by the NBL Referees Manager, in consultation with the State Appointments Committee.

101.2. In appointing referees to the national panel the NBL Referees Manager shall follow the NBL Referee Grading policy.

102. Appointments of Referees to Games

102.1. Three referees shall officiate in each NBL game.

102.2. Appointments of Referees will be made by the NBL Referees' Manager and in general, four-week rosters will be drawn up.

102.3. Only referees on the national panel under Rule 101 shall be appointed to NBL games.

102.4. Referees are required to notify the NBL Referees Manager as soon as possible if unable to keep an appointment.

102.5. Referees must make themselves available for a majority of NBL games.

102.6. The NBL Referees Manager may appoint a development referee to a game as an observer.

103. Obligations of the Referees and Supervisors

103.1. All NBL Referees shall wear the NBL approved shirts(s), shoes and jacket, and any other clothes required by the NBL. Unless otherwise specified, black pants and shoes are to be worn.

103.2. The NBL logo must be worn on all shirts and jackets, and the NBL Referee sponsor's name displayed in a manner so requested by the NBL.

103.3. The game referees must ensure that all bench officials are qualified.

103.4. Referees should report any unsatisfactory game equipment to the NBL Referees Manager.

103.5. Referees are to report to the NBL Referees' Manager any other activity, which they may deem as unsportsmanlike or unprofessional.

104. Payments to Referees

104.1. Payments to referees are expressed in the NBL Referees Agreement which exists between the NBL and the NBL Referees’ Association.
105. **Security of Referees**

105.1. NBL Clubs are responsible for the security of referees at all times. This includes entry at the start of the game, departing and entry at half time, departure at full time, and departure from the venue, if necessary.

105.2. A key to the referee change room should be made readily available to avoid referees having to stand around in corridors.

106. **Change Rooms**

106.1. If possible, home venues should provide referees with their own and lockable change rooms which include a shower with exhaust provisions, seating, lockers or clothes hooks, and whiteboard and markers, heating facilities, refrigerator or cooler with refreshments, hand basin, and mirror.

107. **Behaviour of Referees**

107.1. Unsatisfactory reports regarding the behaviour of a referee will be investigated by the NBL Referees Manager in conjunction with the NBL General Manager and appropriate action taken, including the preferring of charges in the Tribunal, where appropriate.

108. **Reports by Referees**

108.1. The game referees/referee supervisor shall follow the following procedures when a person is being reported:

108.1.1. Such reports shall be noted on the front of the official score sheet.

108.1.2. The game referees or supervisor shall inform an NBL Club official of both teams as soon as possible after the game of the report and the nature of the charges.

108.1.3. The game referees and supervisor (if appropriate) shall fill out NBL Report Forms (Appendix 8) after the game and co-ordinate with home team officials to include the written reports with the information (score sheets, statistic sheets, etc) that are faxed through to the NBL General Manager immediately after each game.

108.1.4. If such reports are not faxed to the NBL General Manager immediately after the game, the NBL General Manager should be informed by phone or fax of the reports no later than 12.00 noon the first business day immediately following the game.

108.1.5. During the NBL Finals series, the NBL General Manager should be informed of a report through appropriate means as soon as possible after the game.

109. **NBL Referees’ Manager**

109.1. NBL shall appoint a NEW Referees Manager, who shall report to the NBL General Manager.

109.2. The duties of the Referees’ Manager shall be:

109.2.1. In consultation with NBL Clubs and the State Associations, to appoint a panel of referee coaches in every state to act as coaches NBL Referees.
109.2.2. In consultation with NBL Clubs and State Associations to select the national panel.

109.2.3. To co-ordinate the national panel referees roster;

109.2.4. To schedule game appointments (including referees and referee coaches);

109.2.5. To co-ordinate referee performance feedback systems;

109.2.6. To liaise with NBL Coaches regarding referee performances as necessary;

109.2.7. To coordinate the NBL Referee Education program, including the preparation of materials and session plans;

109.2.8. To investigate and report on complaints/reports as directed by the NBL General Manager.

109.2.9. To make recommendations to the NBL General Manager on facility improvements necessary for the smooth operation of games.

109.2.10. To issue instructions on the requirements for game videos, to view videos personally, and, on occasions, to respond to NBL coaches complaints.

109.2.11. To issue regular memos and feedback to referees and supervisors on performance, trends, and upgrading standards.

109.2.12. To attend meetings and games as required.

110. Referee Evaluation

110.1. The NBL Referees’ Manager will work with NBL Referees, NBL Clubs, Referee Coaches and State Associations to ensure a high quality of officiating.

110.2. All NBL games will be recorded and performances reviewed by a referee coach, who will evaluate the performance of the referees and provide feedback to them.

110.3. As much as possible, all games will be attended by a referee coach who will provide feedback to the referees and report on the referees’ progress to the NBL Referees Manager.

110.4. Referees who in the opinion of the NBL Referees Manager have not been meeting their expectations, whose performance has dropped below the required level or have failed to make adjustments that have been provided as part of the feedback process may be stood down for a period of time from the NBL Panel as determined by the Referees Manager.

110.5. The management of referees under Rule 110.4 shall be done in accordance with the NBL Referees Performance Management Process, as amended by the NBL Referees Manager from time to time.

110.6. Referees dropped from the NBL panel under Rule 110.4 may be returned to the panel when the NBL Referees Manager believes the issues have been addressed appropriately.

110.7. The NBL Referees Manager may seek comments from NBL Coaches about referee performances from time to time.
Section 12 – Rules Relating to NBL Tribunal

111.  **NBL Code of Conduct**

111.1. The NBL is the elite men’s basketball competition in Australia. The NBL enjoys a privileged status and profile and, with this goes the responsibility of being the standard bearer by which the sport is judged.

111.2. Players, coaches and NBL Club administrators share the status and profile of the NBL. They have a responsibility to conduct themselves, both on and off the court, in a manner that will not lower the high regard in which the NBL or the sport of basketball is held by the public.

111.3. Accordingly, the following represents an ethical Code of Conduct by which all persons associated with the NBL are bound:

111.3.1. Violence has no part in the sport of basketball and will remain, at all times, unacceptable.

111.3.2. The use of illicit drugs, or drugs to enhance performance, is prohibited as stated in NBL Anti-Doping Policy, as amended from time to time and adopted under these Rules.

111.3.3. Gambling on the outcome of NBL games and the entire NBL competition by NBL Club Owners and Employees, Players, Player Associates, NBL Referees and coaches has dangerous implications for the sport and is prohibited.

111.3.4. Comments made in public that are prejudicial to the best interests of the sport and the NBL are not condoned.

111.3.5. Offensive conduct, both on and off the court, will not be tolerated.

111.4. This Code of Conduct applies throughout the whole of each calendar year and applies to conduct on and off the court and in relation to basketball and non-basketball activities.

111.5. The NBL General Manager may investigate any alleged breach of the NBL Code of Conduct by a NBL Club, NBL Club Association, Player or Player Associate and if satisfied that a breach has occurred may impose such penalty as he sees fit including, without limitation, reprimanding, monetary penalty, suspending or banning.

111.6. A decision under Rule 111.5 may be appealed to the NBL Commission.

112.  **Member Protection Policy**

112.1. NBL Clubs, Players, coaches and other staff are governed by Basketball Australia’s Member Protection Policy. Any complaint shall be determined under that policy.
113. NBL Tribunal

113.1. Appointment of Tribunal Chairman

113.1.1. The NBL Commission shall appoint a Tribunal Chairman who solely shall constitute the Tribunal.

113.1.2. The person appointed under Rule 113.1.1 shall have no connection at all with any NBL Club.

113.1.3. The NBL Commission may choose to appoint a Deputy Tribunal Chairman or allow the NBL General Manager to appoint (on an ad hoc basis) an alternate to the Tribunal Chairman.

113.1.4. A Deputy Tribunal Chairman or an alternate appointed under Rule 113.1.3 shall act in the place of the Tribunal Chairman should they be unavailable or decline to adjudicate on a particular basis.

114. Matters that can be reported to the NBL Tribunal

114.1. The Tribunal shall consider reports by Game Referees, and by NBL Clubs, Executive Officers, Officials, Employees Coaches, Players, Teams, and NBL General Manager and the BA Chief Executive Officer.

115. Reports by Game Referees

115.1. Game Referees may make a report regarding behaviour that occurred before, during or after a NBL game, including a pre-season game. Reports need not be completed where in the opinion of the referees the incident was in fact dealt with appropriately during the course of the game.

115.2. Where a Game Referee makes a report it shall be noted on the front of the official score sheet where the report involves a Player or Official who participated in the game.

115.3. The Game Referees or Referee Supervisors shall inform an Official of each NBL Club as soon as possible after the game of the contents of the report and the nature of the charges.

115.4. Where Game Referees complete a report of an alleged off-court or post-game incident, such report must be lodged directly with the NBL General Manager within 24 hours of the alleged incident.

115.5. The Game Referees and Referee Supervisors (if appropriate) shall fill out NBL Report Forms after the game and co-ordinate with the home team’s officials to fax the reports to the NBL with the score sheet.

115.6. If it is not possible to fax the reports with the scoresheet, the home team official informed of the report by the Game Referee shall inform the NBL General Manager of the reports by phone or fax by no later than 12.00 noon on the next business day immediately following the game.
115.7. If a report arises out of a finals game the home team official informed of the report by the Game Officials shall inform the NBL General Manager of the reports by phone as soon as possible after the game.

115.8. The NBL General Manager shall ensure that the charged party is given a copy of a NBL charge sheet and of any report by providing a copy to the charged party’s NBL Club’s General Manager as soon as practical after the NBL General Manager is informed of the report. The NBL Club’s General Manager shall provide a copy of the report to the charged party as soon as practical after receiving it. However, any failure of the NBL Club’s General Manager to comply with this requirement shall not invalidate any charge.

116. Complaints by Other Officials or NBL Club General Managers

116.1. Referee Supervisors, Score table Officials, Statisticians or NBL Club General Managers may lodge complaints with the NBL General Manager concerning alleged game misconduct within 48 hours of the game in which the alleged misconduct occurred by: NBL Clubs General Managers, officials or employees, Coaches, Referees or Players or NBL Clubs

116.2. The NBL General Manager shall consider any complaint made under Rule 116.1 and decide whether, prima facie, there is a case to answer. Where he considers there is a case to answer, he may refer it to the Tribunal.

116.3. Where the NBL General Manager considers there is no case prima facie, then he shall reject the complaint without referring to the Tribunal.

117 Charges by NBL General Manager

117.1 The NBL General Manager may refer to the Tribunal:

117.1.1 charges against any NBL Club, Executive Officer, Official, Employee, Coach, Referee, Player, or Team from reports and complaints made under Rule 115.1 or 115.1 that do not make specific charges;

117.1.2 Alternative charges to those laid in a report or complaint made under Rule 115.1 or 116.1 if the charges in that report or complaint appear inappropriate in the circumstances but the NBL General Manager believes another charge is appropriate, within 3 working days of the report or complaint being notified to the NBL General Manager.

117.1.3 A charge against any NBL Club, Executive Officer, Official, Employee, Coach, Referee, Player, or Team for misconduct relating to NBL games including:

117.1.3.1 On-court incidents not the subject of reports laid by Game Referees;

117.1.3.2 For breaches of these Rules.

117.2 The NBL General Manager shall have authority to lay a charge under Rule 117.1.3 regardless of whether or not a report or complaint has been lodged by any other party.

117.3 The NBL General Manager must lay any charge under Rule 117.1.3 within 3 working days of the game in which the alleged misconduct occurred
117.4 It is understood that these charges may not be able to be heard prior to the charged party’s next game day.

118 Evidence

118.1 The Tribunal Chairman may request any evidence he believes relevant or necessary to make a determination on reports and complaints.

119 Powers of Tribunal Chairman in relation to Charges

119.1 The Tribunal Chairman may at any time:

119.1.1 Remit any charges to the NBL General Manager;

119.1.2 Defer or adjourn a hearing to a date to be fixed;

119.1.3 Or both

119.2 For the purpose of allowing the NBL General Manager to consider either or both of the following:

119.2.1 The addition, amendment, or substitution of the charges brought against a party;

119.2.2 The prosecution of charges against any other person.

119.3 The NBL General Manager must, during any remittal, deferral or adjournment under Rule 119.1, consider the matters from the Chairman.

119.4 Within 48 hours of a matter being remitted, deferred or adjourned, the NBL General Manager must in whole or in part:

119.4.1 Confirm the charges as originally brought;

119.4.2 Substitute or amend the original charges;

119.4.3 Bring further charges against the party originally charged;

119.4.4 Bring further charges against any other person; or

119.4.5 Withdraw any or all of the charges originally brought.

119.5 Where under Rule 119.4 charges of a more serious nature are brought against the original party or new charges are brought against an additional party, the hearing shall not be held for at least 24 hours after the relevant party has been provided with written notification.

119.6 It is understood that any additional, amended, or substituted charges may not be able to be heard prior to the charged party’s next game day.

119.7 If, during a hearing and after a full examination of the evidence, the Tribunal Chairman is of the opinion that the charges brought should be varied to the extent that they should describe charges of a less serious nature, the Chairman may so vary the charges.
120 Election and Manner of hearing

120.1 Charges made under Rules 115, 116, 117 and 119 may be heard in either in accordance with Rules 121 or 122.

120.2 The charged party must notify or have his NBL Club notify on his behalf, the NBL General Manager of the manner in which he desires the charges be heard:

120.2.1 For charges under Rule 115;

120.2.1.1 during the regular season, within 24 hours of his NBL Club’s General Manager receiving a copies of the NBL charge sheet and of the report; or

120.2.1.2 During the NBL Finals series, within 12 hours of his NBL Club’s General Manager receiving a copy of the report.

120.2.2 For charges under Rules 116, Rule 117, and Rule 119

120.2.2.1 During the regular season, within 24 hours of receiving written notification of the charges; and

120.2.2.2 During the NBL Finals series, within 12 hours of receiving written notification of the charges.

120.3 If the charged party does not make an election or his election is not received within the specified time, the charge shall be dealt with under Rule 121.

121 Telephone Hearing

121.1 The Tribunal Chairman, in his own discretion, shall view the video, if available and appropriate to the charge, speak by telephone to the Game Referees, alleged victim(s), the charged party and any other party he deems relevant or necessary and then make his finding.

121.2 The charged party shall make himself available as reasonably required by the Tribunal Chairman.

121.3 If the charged party is found guilty, the Tribunal shall provide the charged party with opportunity to make submissions regarding the appropriate penalty, and after taking those submissions into account, shall impose a penalty.

122 Formal Hearing

122.1 The Tribunal Chairman convenes a formal hearing at a central venue and the charged party and witnesses attend the hearing.

122.2 Where two or more persons are charged in relation to incidents which occur at or about the same time, or clearly as a consequence of some related earlier incident/s, and one of those charged opts for a formal hearing, then the Tribunal Chairman may direct that all of those charged shall appear and have their charges considered at the formal hearing.

122.3 In conducting a formal hearing under this Rule, the Tribunal Chairman is required to follow the following procedure:
122.3.1 The charge is to be read to the charged party and he is to be asked whether he pleads guilty or not guilty. In the event that the charged party does not plead to the charge, a plea of not guilty is to be entered.

122.3.2 The procedure to be followed in adducing evidence is to be explained to the charged party and he is to be asked whether he has any objection to it. Any objection is to be heard and noted by the Tribunal.

122.3.3 Where a charge is laid by a Game Referee, the referee’s report is to be read to the charged party in the presence of the referee. The referee is then to be asked to give any further relevant evidence and may be questioned by the Tribunal. At the conclusion of the referee’s evidence the charged party or his legal representative (if permitted) may question the referee.

122.3.4 The evidence of other relevant witnesses shall be heard and questioned in the manner set out in Rule 122.3.3 (in so far as it is applicable).

122.3.5 Regardless of anything else contained in these Rules, the Tribunal Chairman may allow evidence to be taken by telephone where he considers that method appropriate in the circumstances.

122.3.6 At the conclusion of all relevant evidence called for by the NBL, the charged party may give evidence himself and call such other evidence as he desires, provided that the Tribunal Chairman accepts that such evidence is relevant. The charged party and his witnesses shall be subject to questioning by the Tribunal Chairman and/or a legal representative of the NBL should one be permitted.

122.3.7 In the event that more than one person is charged arising out of related incidents occurring at or about the same time, the Tribunal Chairman shall in his sole discretion have the power to hear charges against two or more persons at the same time.

122.3.8 The charged party(s) shall be entitled to remain in the hearing room while all evidence is being heard against him.

122.3.9 The Tribunal Chairman shall have the power to view videotape and/or film of any incident the subject of any charge. He shall have the power to show such videotape and/or film to any witness and ask questions about it. In the event that the Tribunal Chairman proposes to view videotape and/or film of an incident, he shall cause the videotape and/or film to be played in the presence and sight of the charged party who shall be asked to comment on it if he wishes. The charged party shall also be subject to questioning by the Tribunal, and a legal representative of the NBL and his own legal counsel should they be appointed permitted.

122.3.10 The rules of evidence do not apply. Sworn evidence is not required.

122.3.11 The Tribunal Chairman may disallow any question which he considers irrelevant, vexatious or improper in the circumstances.

122.3.12 After hearing all relevant evidence on behalf of the NBL and the charged party and, if available, viewing DVD and/or film, the Tribunal Chairman may in his sole
discretion ask the charged party and/or his legal representative and/or the legal representative of the NBL to make submissions to him concerning the evidence.

122.3.13 At the conclusion of the evidence, the Tribunal Chairman shall consider his decision and, thereafter, in the presence of the charged party, announce his decision whether the charged party is guilty or not guilty.

122.3.14 In the event that the charged party is found guilty the Tribunal shall provide the charged party with opportunity to make submissions regarding the appropriate penalty.

122.3.15 After taking the charged party’s submissions into account, the Tribunal Chairman shall announce his penalty in the presence of the charged party.

122.3.16 The Tribunal Chairman shall not be bound to give reasons in respect of any finding of fact.

122.3.17 The Tribunal Chairman may adjourn the proceedings, exclude persons from the hearing room (save for charged players) and otherwise regulate the proceedings in such manner as he deems fit.

122.3.18 Legal representation (not at NBL’s cost) for the charged party, if requested, may be allowed at the discretion of the Tribunal Chairman. The NBL has the right to engage legal representation in appropriate cases, and where the charged party has been allowed legal representation. The Tribunal Chairman may arrange for independent legal advice, at the NBL’s expense, where appropriate to assist him in reaching decisions.

123 Hearing of Complex Matters

123.1 The Tribunal Chairman may declare a matter before him to be a complex matter where based on preliminary evidence, he believes the penalty could:

123.1.1 Exceed a 6 game ban; or

123.1.2 Be a fine in excess of $5,000.

123.2 The NBL General Manager shall formally prosecute all complex matters. Both the NBL and the charged parties (at their own expense) shall be entitled to legal representation in complex matters.

123.3 All complex matters shall be heard in accordance with Rule 122.

124 Costs

124.1 The Tribunal Chairman may order that the charged party pay all or a portion of the costs and expenses of a hearing where the charged party elects a hearing in accordance with Rule 122 and, following the hearing, the Tribunal Chairman determines that the election was frivolous.

125 Penalties

125.1 The Tribunal shall have the power to impose the following penalties:
125.1.1 Suspension;
125.1.2 Fine;
125.1.3 Imposition of suspended sentences on;
125.1.4 Ban;
125.1.5 Reprimand, and/or
125.1.6 Any combination of these penalties,

125.2 Any NBL Club, Executive Officer, Official, Employee, Coach, Game Referee, Player or Team against whom charges are brought under Rules 115, 116, 117 and 119

125.3 A list of charges/offences, together with indicative penalties is set out in Appendix 9. The Tribunal may find on the basis of other charges/offences of lesser gravity not listed in Appendix 9 where a particular incident is not best described by the charge laid.

126 Application of Penalties

126.1 All penalties apply to NBL games only.

127 Timing of Hearing during season

127.1 The Tribunal Chairman shall use his best endeavours to hear charges under Rules 115 and 116 prior to the charged party’s next game day if, in the opinion of the Tribunal Chairman, the charges are of sufficient gravity that a penalty of a suspension or ban could be imposed if a charged party were found guilty.

128 Timing of Hearing during Playoff series

128.1 Notwithstanding Rule 127, charges arising under Rules 115 and 116 during the NBL Finals series shall be heard prior to the charged party’s next game day, and any suspensions shall commence prior to the charged party’s next game day.

129 Not to be public criticism

129.1 No NBL Club, Executive Officer, Official, Employee, Coach, Referee, Player, or Team shall criticise publicly on any incident for which charge has been laid, nor shall they criticise publicly on any Tribunal finding arising from this incident. A breach of this Rule will be considered a breach of the NBL Rules and dealt with by the Tribunal as per Rule 93

130 Appeals

130.1 Decisions that can be appealed

130.2 All decisions of the Tribunal for charges laid under Rules 115, 116, 117 and 119 are subject to appeal to the Tribunal Appeals Panel.

130.3 Making appeals

130.4 An appeal is made by lodging a notice with the Tribunal Appeals Panel (notice of appeal) stating:
130.4.1 The decision being appealed;
130.4.2 The date of the decision being appealed;
130.4.3 The grounds of the appeal;
130.4.4 The decision the appellant seeks; and
130.4.5 Electing the manner in which he requires the appeal to be heard, and
130.4.6 Paying the appeal fee of $5,000.

130.5 Timing of Appeal

130.6 The notice of appeal and fee must be provided to the NBL General Manager within one week of the date of the decision being appealed.

130.7 Manner of Appeal

130.8 The manners in which an appeal may be heard are:

130.8.1 By appearance before the Hearing Panel;
130.8.2 By teleconference with the Hearing Panel; or
130.8.3 On the basis of written submissions filed by the appellant within 7 days of lodgement of the notice of appeal along with all evidence the appellant relies on for the appeal.

130.9 Tribunal Appeal Panel

The NBL Board shall appoint a panel of five persons for the purposes of hearing appeals under Rule 130. The five persons appointed shall have no connection at all with the NBL Board or any NBL Club, and shall exclude the Tribunal Chairman. The NBL Board shall nominate one of those five people to act as President of the Tribunal Appeals Panel.

130.10 Reference Of Appeal to Tribunal Appeal Panel

Within two working days of receipt of a notice of appeal, the NBL General Manager shall provide a copy of the notice to the President of the Appeals Panel. The President of the Tribunal Appeals Panel shall appoint three members of the Tribunal Appeals Panel (of which he may be one) to determine the appeal (Hearing Panel). At least one of the members of the Hearing Panel shall have a reasonable knowledge of the game of basketball, including its rules and the NBL Rules. The Hearing Panel shall elect one of their three to function as the Chairman of an appeal.

130.11 Hearing

If the Appellant elects to have the appeal heard on the basis of written submissions, the NBL General Manager shall provide the written submissions to the President of
the Tribunal Appeals Panel and the Hearing Panel within 2 working days of receipt of them.

130.12 Costs

The Appellant shall be responsible for all of their own costs associated with the appeal, including, without limitation, legal fees, witness expenses, travelling expenses and experts’ fees. The Appellant may also be liable for a portion of all other costs incurred at the Hearing Appeals Panel discretion.

130.13 Legal Representation

The Chairman of the Hearing Panel may, on application by the Appellant, allow the Appellant the right to legal representation (not at their own cost). The NBL reserves the right to engage legal representation in appropriate cases and where the Appellant has been allowed legal representation. The Chairman of the Appellant Panel may arrange for independent legal advice at the NBL’s expense, where appropriate, to assist the Hearing Panel in reaching decisions.

130.14 Hearing Panel’s Powers

The Hearing Panel shall have the power to:

130.14.1 Set aside the Tribunal’s decision and substitute an alternate finding (including, without limitation, finding the Appellant not guilty or guilty of a greater or lesser charge);

130.14.2 Set aside the penalty imposed by the Tribunal and substitute a greater or lesser penalty; or

130.14.3 Remit the matter to the Tribunal for re-hearing.

130.15 Refund of Portion of the Appeal Fee

The Chairman of the Hearing Panel may, in its discretion, order that up to 100% of the Appeal Fee be refunded to the Appellant.

130.16 Status of Penalty pending Appeal

No penalty imposed by the Tribunal shall be delayed or suspended unless and until an appeal is upheld.

130.17 Further Appeal

The decision of the Hearing Panel is final.
Section 13 – Rules Relating to Promotion Issues

131 Commercial Rights

131.1 The NBL Licence Agreement set outs those properties that NBL has and retains the exclusive right to commercially exploit.

131.2 The NBL Licence Agreement sets out the rights and obligations that the NBL Clubs have in relation to the exploitation of commercial rights.

132 Broadcasting Rights

132.1 The Licence Agreement provides NBL with exclusive Broadcasting Rights and Internet and Related Rights to all NBL competitions, games, programs and other official activities or events.

132.2 The NBL Clubs shall at all times assist and co-operate with the NBL in its negotiations and arrangements for Broadcasting Rights and Internet and Related Rights within Australia or elsewhere in a manner which optimises revenue from such rights. The NBL may license for a fee, the Broadcasting Rights and Internet and Related Rights to a third party organisation, as and when it determines.

132.3 At the discretion of the NBL General Manager, the NBL fixture may be altered for the purposes of conforming to broadcasting requirements.

132.4 NBL Clubs shall make available such space as necessary to accommodate commentary positions for all official broadcasters which may be covering the game (National, Pay-TV, and Local). All television broadcast positions shall be on the same side of the court as the mid-court fixed television cameras and be as near to the centre of the court as practical and no further from the court than twenty rows unless agreed to by the broadcaster(s).

**PENALTY FOR FAILURE TO COMPLY:** $2,500 fine for the first breach of these Rules in any season and $5,000 fine for each any further breach in the same season.

132.5 NBL Clubs shall ensure that their head coach is available for interviews prior to the start of the game, prior to the start of the second half and after the game providing that the timing of the interview is such that it does not impede the coach in fulfilling his duties to his team.

132.6 NBL Clubs shall ensure that the game timing is notified to the official broadcasters, including, but not limited to, tip-off, team introductions, anthem singing, length of half-time, special presentations, etc.

133 NBL All-Star Game

133.1 NBL may conduct and promote an All-Star game during the season. The NBL Board shall annually decide the date, representative breakdown of teams and the venue. In principle the venue for the All-Star game shall rotate around the country on a year-by-year basis.
134  **NBL Awards**

134.1  **NBL shall make the following awards**

   **Player and Coach of-the-Month**

At the conclusion of each month, NBL shall call for nominations from NBL Club General Managers for player and coach-of-the-month (one nomination only in each category from each NBL Club). Nominations shall be compiled by NBL and faxed to NBL coaches for their votes. Coaches may not vote for themselves or for a player from their team. NBL shall publicise the winner of each category.

   **All-Star Team and Major Awards**

At the end of each season, the NBL shall name the following awards:

   - All-Star teams (1st and 2nd teams)
   - Rookie-of-the-Year Player
   - Coach-of-the-Year
   - Most Improved Player
   - Most Valuable Player and second and third runners-up (selected through an aggregation of the votes of coaches recorded after every NBL game).

The awards under paragraphs (i) – (iv) above shall be selected by vote of each NBL Club Coach, Assistant Coach, and Player Captain (or player representative) at the end of the season. Voters shall not be entitled to vote for a member of their own NBL Club.

   **Referees-of-the-Year**

Shall be named at the conclusion of the season being the referees selected by the NBL Referees’ Manager, NBL General Manager, NBL Clubs and the Referee Coaches.

   **Statistical Category Winners**

The NBL shall recognise annually statistical category winners.

   **Media Awards**

134.2  The NBL shall make annual Media Awards for press, radio, and television. An independent panel of three from different states will be convened by the NBL General Manager to judge the awards.

135  **In-Bounds Tours**

135.1  The NBL shall act as a co-ordinator of in-bound tours playing NBL teams, and not as a promoter
Section 14 - NBL Media Policy

136  Overview

136.1 Media plays a major role in the success of the NBL and of the NBL Clubs individually.

136.2 The support of the media is one of the main reasons why the players, coaches and administrators are able to work full-time in professional sports.

136.3 The NBL has been open, honest and accessible and this approach has worked to the benefit of both the NBL and the media.

136.4 Today there are more sports than ever competing for the same media space and it is essential the NBL work harder than ever to accommodate their needs.

136.5 This policy sets out in very simple terms the expectations on players, coaches and administrators in dealing with the media to ensure that the levels of service and cooperation with journalists around the country continue to lead the way in sports media relations.

137  About this Rule

137.1 This Rule has been written with sections for NBL Clubs, coaches and Players.

137.2 It is expected that each of these groups will be familiar with the whole Rule, however, with many similar responsibilities, some provisions are repeated in more than one section. For example, obligations concerning interviews appear in all three sections of the Rule. This step has been taken to allow NBL Clubs, coaches and Players to quickly reference the areas of particular relevance to them.

138  Competition

138.1 The name of the regular season competition is the NBL and it is essential that all administrators, coaches and players use this name when referring to the regular season.

138.2 It is expected that all written and verbal references to the season made by the NBL Clubs, coaches and administrators will use the competition name.

138.3 Note that none of the major newspapers in Australia have policies that prevent the mention of competition sponsors names in editorial copy. It is therefore expected that those players and coaches who author or give their names to articles that appear in these publications will adhere to the policy of referring to the naming rights sponsor of the competition, for example “xyz NBL Championship”.

139  Enforcement of the Media Relations Policy

139.1 It is in the best interests of all players, coaches, NBL Clubs and the NBL that this policy is strictly adhered to. For this reason, violations of this policy cannot be tolerated.

139.2 Accordingly, the emphasis in enforcing this policy will clearly be on education and consultation. However, as an option of last resort, a fines system will be in place to
ensure those individuals and NBL Clubs that constantly breach policy and with whom the preferred educative approach is ineffective recognise the overall importance of the NBL’s media relations.

139.3 In cases of a coach or player missing a post game press conference an automatic $1,000 fine will apply, for all other infringements the following three step process will apply;

139.4 A three-step compliance process will be the basis of the education of NBL Clubs to the importance of this document.

139.4.1 Step one – initial breach

In the first instance, should an NBL Club or individual fail to meet their obligations laid down in this policy, the NBL will contact the NBL Club General Manager to raise the identified instance and to discuss how to ensure that this can be avoided in the future.

139.4.2 Step two – continued breaches

In the case of an individual or NBL Club continuing to breach policy, despite the initial discussions with the NBL, further counselling will take place between the NBL and the NBL Club General Manager.

This discussion will be further supported by a formal letter which will be forwarded by NBL to the NBL Club detailing the nature of the problem, the expectations in terms of future adherence to this policy, and the consequences of further breaches in policy.

139.4.3 Step three – the option of last resort

Should an NBL Club or individual continue to ignore the policy, despite repeated counselling and written advice, a fine system will be administered to discourage recidivists from this behaviour.

It should be clearly understood that this option will only be activated if a NBL Club or individual demonstrates a continued desire to place the on-going relations of all NBL Clubs and the NBL in jeopardy by failing to adhere to this policy.

Fines will be levied by the NBL General Manager on the advice of the NBL’s Communication Manager. Minimum fines will be $200 for an individual and $600 for an NBL Club.

Please note that where the adherence to this policy is the responsibility of more than one party, all parties involved may be held liable should any breach occur.
140 NBL Club Responsibilities

140.1 Parking

The provision of adequate parking to working journalists is regarded as essential. At those venues where parking is at a premium, working journalists should be provided with a parking space close to the stadium to enable ease of access to the venue.

140.2 Media Liaison Person

Each NBL Club must allocate a staff member as a contact point for journalists at each home game.

This person must make themselves known to the journalists and television commentators at each game and be easily accessible should they require any assistance.

It is the responsibility of the Media Liaison person to:

140.2.1 Ensure appropriate seating for home and visiting media;

140.2.2 Confirm at half time with all working journalists that all media needs are being met;

140.2.3 Ensure the provision of statistical information within 15 minutes of the end of the game;

140.2.4 Ensure both the home and visiting coaches and, if requested, players, are available to the media within the following time-frame after the game: 10 minutes for the visiting team, 20 minutes for the home side;

140.2.5 Ensure that the media facilities are in place at each game night to allow media to quickly prepare and file stories as needed;

140.2.6 Ensure that requests from official host broadcaster/s for player and coach interviews post-game are met;

140.2.7 Attend to any media requests promptly;

140.2.8 Additionally, it is in all NBL Clubs’ best interests to ensure that media benches have a supply of writing paper, pens and light refreshments to assist journalists.

140.3 Media Room

Each NBL Club must have set aside a work area for journalists. This area must include:

140.3.1 Telephones, including at least three with STD access for interstate media. Note: additional phone lines may be required for playoff games;

140.3.2 Power points and internet access for personal computers; and

140.3.3 Work space.
The media room must remain open until all media have completed their work. This includes those journalists from interstate who may be working to a deadline in a different time zone.

If possible, a separate area should also be set aside to allow interviews to take place.

It is in the NBL Clubs’ best interests to supply light refreshments in the media room.

140.4 Game Statistics

The timely provision of statistics is essential for all members of the media and, in particular, those working to a game night deadline.

Statistics bench staff must complete their post-match reconciliation and forward the complete statistics to a designated media collection point within 15 minutes of the end of the game. Only after the media are provided with match statistics should any other requests for statistical information be dealt with.

Please note that some NBL Clubs are providing media benches with television monitors linked to official/host broadcaster/s’ game coverage to provide statistics to those reporters at the game. This is of great assistance to journalists working to game night deadlines and it is recommended that all NBL Clubs provide a similar service wherever possible.

140.5 Media Access to Practice and to Locker Room Pre-game

The general guideline regarding practice is that no interviews of players will be permitted during practice, although NBL Clubs may choose to vary this if they wish.

NBL Clubs should designate a 15-30 minute “window” before or after training during which the media are able to access all playing and coaching staff.

However, NBL Clubs are encouraged to be flexible in allowing interviews to occur outside this window in unusual circumstances (i.e., where a reporter is working to an essential deadline).

NBL Clubs may implement their own rules governing access to the locker room before a game.

140.6 Seating

Courtside media benches are expected of all NBL Clubs.

Priority seating on these benches should be given to journalists working to a game-night deadline.

Journalists mostly prepare reports directly into personal computers. Because of the strict game night deadlines, many of these reports will be at least partially prepared during the match.
As a result, *NBL Clubs* must ensure that journalists sitting at media benches have access to power to run personal computers.

140.7 Media Conference

A formal post-game media conference must be held in a suitable room following every game. Both the head coach and a player from each team must attend and arrive at the same time.

The following times apply for the start of media conferences:

140.7.1 Winning team – 10 minutes after the conclusion of the match.

140.7.2 Losing team – 20 minutes after the conclusion of the match.

Please note that, should the game be a live telecast, the associated television commentators may require earlier access, and they shall have priority over all other journalists.

The Media Liaison person should advise the visiting side’s Team Manager of the media requirements required of that side.

Coaches must not leave the rooms until after the post-match media commitments are concluded or, in the case of a televised game, until advised by the home team’s Media Liaison Officer that all television obligations have been met.

140.8 Post-Game Locker Room Access

It is expected that access to the respective locker rooms will be granted by a team’s coach following the post-game media conference.

Access for television cameras to locker rooms is required no later than ten minutes after the conclusion of the game.

140.9 Television Commitments

Occasionally, post-match appearances for television interviews and radio programs will be required. Players, officials and coaches must make themselves available for such requests.

Because of the important relationship between the *NBL* and their host broadcaster/s, access for this host broadcaster must take precedence over all other media obligations.

140.10 Interviews and Access to All Players

All of the NBL Club’s players will be available to the media.

Players in the NBL are expected to cooperate with any and all reasonable media requests. Meeting media obligations is part of the responsibilities of all NBL players.
If, during an interview, a question is asked which should more appropriately be dealt with by someone else, the best policy is to simply tell the interviewer that question is best answered by someone else.

Co-operation is particularly important with an NBL Club’s local media as it is this coverage which is vital to the promotion of the game in the local area and to the NBL Club’s overall success.

140.11 Media Information

All media outlets have an enormous appetite for information. Even if the material is not immediately used, it may be of benefit for future use. It is in all NBL Clubs’ best interests to be in constant contact with media outlets throughout the country on a regular basis in order to keep these organisations and reporters up to date with developments in particular NBL Clubs.

As a minimum requirement, every NBL Club must produce a weekly update sheet for the media including, but not limited to: injuries; changes to playing and coaching personnel; milestones recently achieved and coming up; up-coming special events; significant social notes; and any interesting or unusual information about the players (eg, unusual occupations, volunteer work, and other sporting pursuits).

140.12 NBL Clubs and Host Broadcasters

As television partnership is a vital ingredient in the NBL’s success, requests from host broadcasters for cooperation must take precedence over all other media requests.

All NBL Clubs are required to follow the Host Broadcaster/s requirements as set out in documentation provided by the NBL prior to the start of each season.

140.13 Player Responsibilities

Members of the media will seek to interview players during the course of the season and players are expected to cooperate with these requests, provided they are scheduled at a reasonable time.

If, during an interview, a question or issue arises that the player feels is best dealt with by an NBL Club official or coach, the player should inform the journalists that the matter is more appropriate for someone else.

Co-operation is particularly important with an NBL Club’s local media, as it is this coverage which is vital to the promotion of the game in the local area and to the NBL Club’s overall success.

It is inevitable that star players will attract more media attention than other players, and it is expected that star players will remain readily accessible to the media.

Star players are essential to the NBL, just as the NBL is essential for this player in which to star. It must be remembered that without the media, there would be no such thing as a “star player” and the benefits that flow from this position.

Players are therefore obliged to fulfil any and all reasonable media requests. Meeting media obligations is part and parcel of the responsibilities of all NBL players.
140.14 Pre-Game

In the lead up to a game, journalists will often look to prepare a story to “fill” a space in the early edition of a paper before the game is reported on for the second edition.

This story in effect “holds” the space for the game report and players and NBL Clubs should cooperate with journalists in the lead up to the game in order for this story to be written.

For example, a story of a former player returning to play his old team could be the angle for the early edition and players and NBL Club officials must be cooperative in providing interviews to allow working journalists to do their job.

140.15 Locker Room Access

NBL Clubs may exercise their discretion about media access to the locker room prior to the game, but it is expected that access to the locker room following the game will be within the following time frames:

- Visiting team – 15 minutes
- Home team – 25 minutes

140.16 Post-Game

Occasionally, players will be requested to attend post-game media conferences with the team’s coach.

Players are expected to make themselves available for these commitments if requested by NBL Club officials.

140.17 Host Broadcaster

An NBL host broadcaster plays an integral role in the NBL’s promotion and development.

Accordingly, all NBL players must provide a host broadcaster with complete cooperation in meeting reasonable requests for interviews, appearances and involvement with the station’s basketball coverage.

This includes, but is not exclusive to, post-match interviews, appearance on basketball-related television programs and promotional clips shot by the station.

140.18 Coach Responsibilities

140.18.1 Interviews

Media obligations are part of the role of an NBL coach.

Coaches are expected to make themselves readily available to any reasonable media request and to cooperate with journalists going about their work.
It is detrimental to the best interests of the NBL for coaches to make the media’s job more difficult, and any action that results in this occurring will not be tolerated.

140.18.2 Practice

Practice sessions are an ideal opportunity for the media to access the players and coaches.

However, this access must not affect the focus of the team on the improving of their game.

NBL Clubs should designate a 15-30 minute “window” before or after training during which the media are able to access all playing and coaching staff.

However, NBL Clubs are encouraged to be flexible in allowing interviews to occur outside this window in unusual circumstances (i.e., where a reporter is working to an essential deadline).

This should not prevent photographers and television crews, if present, taking footage of the team during training and NBL Clubs should allow this to occur.

Face-to-face interviews and comments should occur during the designated media “window”.

140.18.3 Pre-Game

There is no firm rule on access to coaches immediately prior to a match.

As a guide, the NBA has an open locker room policy up to 45 minutes before the game.

140.18.4 During the Game

ACCESS TO BENCHES DURING TIME-OUTS AND BREAKS IN PLAY

While no radio or press journalists are permitted near the benches, players or coaches during the game, the NBL’s host broadcaster cameras will have special privileges.

HALF TIME

During some telecasts, host broadcaster reporters will seek a few brief comments from the coaches as they return from their half-time address to the players.

All coaches are expected to cooperate with this request.

140.18.5 Post-Game Media Conference

Each coach is obliged to give a post-game media conference.
The visiting coach must be ready for this to occur 10 minutes after the conclusion of the game.

The home coach must be ready for this to occur 20 minutes after the conclusion of the game.

No coach should leave the dressing room until his media conference obligations are met and, in the case of a televised game, until he has been advised by the home team’s Media Liaison Officer that he is no longer required by the host broadcaster/s in particular.

The home side’s Media Liaison person will advise the Team Manager/s should the media not require a post-match media conference.

**140.19  Television Commitments**

Occasionally, the host broadcaster will require an interview with the coach at the conclusion of the game. It is expected that all coaches will comply with such requests.

Requests by the host broadcaster for such access will take priority over all other media requests, including the post-match media conference.

**140.20  Dress Standards for Media Appearances**

Players and coaches must ensure that the benefits media exposure offers NBL Clubs, sponsors and NBL licensees are taken.

At all such engagements, coaches and players must ensure that they are dressed in order to provide exposure to NBL Club and NBL supporters.

Dress standards will vary according to the nature of the engagements, however, in most cases, a T-shirt or polo shirt will be sufficient. Given this, the following regulations apply:

**Shirts** – Any T-shirt or polo shirt, worn by any player or coach during a media opportunity (including photographs taken during training) must be an NBL Club or NBL Club sponsor shirt.

**Caps** – Any headwear (eg baseball cap) worn by a player or coach during a media opportunity must be an NBL Club or NBL Club sponsor cap.

**Jackets** – Should the player or coach elect to wear a jacket, it must be an officially licensed NBL Club jacket (if available) a generic NBL jacket (if available) or a sponsor’s jacket.

Each player and coach will be provided with the clothes to enable him to meet this obligation by the NBL Club at the beginning of the year.

They should ensure that they present themselves for any media engagement suitably attired.
Section 15 – Rules Relating to Licensing and Merchandising

141 Merchandising

141.1 The NBL License Agreement sets out the various rights and obligations of NBL and NBL Clubs.
Section 16 – What do Words Mean?

Definitions and Interpretations

In these Rules

*Active Player List* refers to the list of players who have been contracted by an NBL club on the Standard NBL Contract to play the NBL season. The sum total of all payments made to all players on the Active Player List in each year must not exceed the Player Payments Limit. The sum total of the Player Points of all players on the Active Player List must not exceed the Total Team Points.

*Active Roster* means the 10 players whose names appear on the official score sheet at all NBL games. It does not include the two Development Squad Members who may play at a clubs home game.

*All Star Game* means a selection of players allocated to two (2) teams to compete in a game.

*Foreign Player Licence* means a licence for a foreign player to compete in a National League.

*BA* means Basketball Australia Limited

*Coach* means a coach or assistant coach employed by an NBL Club.

*Contracted Players* means a player who is not a free agent.

*Deputy Tribunal Chairman* means the person appointed as Deputy Tribunal Chairman under Rule 113.

*Development Player* means a player aged between 18 and 23 as at 31 December in the year of commencement of the current season, who is contracted as a member of the team’s active roster of ten players.

Development Squad Member means a player aged between 18 and 23 as at 31 December in the year of commencement of the current season who is not a part of the team’s active roster of ten players.

*Employee* means any employee of an NBL Club.

*Executive Officer* means any director or officer as defined by the Corporations Act and any other person holding an executive office in an NBL Club.

*FIBA* means International Basketball Federation (Federation Internationale de Basketball).

*FIBA Arbitration Tribunal (FAT)* means the international service for the resolution of disputes between players, agents and clubs through arbitration.

*Game Referee* means any referee who adjudicates in whole or in part over a game played as part of the NBL.
**Gender** – words importing any gender include the other gender.

*International Clearance* means a clearance obtained from the National Federation where a player was last registered to play.

*National Federation* means a National Federation affiliated to FIBA.

*National Team* means any team or squad endorsed by BA and includes the Senior Men’s Team (Boomers), World University Games team and a National Junior Team.

*National Team Duty* means duty arising from selection in the *National Team*

*National League Competition* means a competition that provides the highest possible level of competition between basketball teams in the large towns and cities on a home-and-away basis.

*NBL Airline Account* means the account determined by the NBL, from time to time, on which to book airline travel.

*NBL Club* means a member club of the NBL.

*NBL Club Affiliate* includes any person or entity affiliated with, related to or controlled (whether wholly or partly) by an *NBL Club* or by any person or entity owning an interest in the *NBL Club* and includes a *NBL Club* sponsor, any provider of services to the *NBL Club*, and any person or entity which for any reason provides a benefit to the *NBL Club* and includes a player or coach of the *NBL Club*.

*NBL Club General Manager* means the principal administrative officer of an *NBL Club*, whether bearing the title of General Manager or some other title.

*NBL General Manager* means the principal administrative officer of the NBL, whether bearing the title of Chief Executive Officer or some other title, and to any person nominated by him to act in his place.

*NBL Licence Agreement* means the document signed by Basketball Australia Limited and each of the *NBL Clubs*

*NBLPA* means the NBL Players' Association and is the exclusive collective bargaining agent of the NBL players.

*NBL Player Contract* means the standard contract used between an *NBL Club* and a player.

*NBL Referees Agreement* means the registered agreement between NBL and the NBL Referees Association

*NBL Referees' Association* means the exclusive collective bargaining agent of the NBL referees.

*NBL Rules* means the Rules and Regulations of the NBL.

*NBL Season* means the period during which the NBL games are played, including finals games

*NBL Travel Agent* means the Travel Agent appointed by the NBL.
**Official** means any person acting in an official capacity for an NBL Club.

**Permit Player** means a player who is a member of a non-NBL Club but has permission to play with a NBL Club.

**Player Associate** includes any person or entity affiliated with, employed by or controlled, whether wholly or partly, by a player or in respect of whom there is a close personal relationship whether by birth, marriage or otherwise and includes a player’s agent or representative.

**License Agreement** means the NBL License Agreement signed by each clubs allowing them to participate in the NBL.

**Non Restricted Player** means a player that is an Australian or New Zealand citizen.

Other Employment means any form of employment of a Player or Player Associate by a NBL Club or NBL Club Affiliate or organised or arranged for a Player or Player Associate by a NBL Club or NBL Club Affiliate.

**Penalty Interest Rate** means the interest rate determined by the NBL Commission from time to time.

**Player** means any person signed by an NBL Club to play in the NBL, whether that person has or has not played any complete or part game in the NBL.

**Promotions and Development Program** is a program which develops and promotes basketball in schools and in the community.

**Referee Supervisor** means any person supervising a game referee.

**Referees’ Manager** means the person appointed as the Manager of referees for the NBL.

**Regular Season** means the same as NBL Season, excluding the Finals.

**Restricted Player** means a player that is not an Australian or New Zealand citizen.

A **Rookie** player is classified as a non restricted player who is registered for the first time in the NBL.

**Score table and/or Score table Officials** means those people appointed in terms of the Official Basketball Rules to assist NBL Referees.

**Season Ending Injury** means an injury suffered by a player that in the opinion of the team’s medical staff precludes that player from playing again during that NBL season. The player will be deactivated from the team’s Active Player List and will not be allowed to return to that team for the remainder of the NBL regular season or finals.

**Team** means any group of Players involved at any time in an NBL game.

**Tribunal** means the tribunal of the New NBL constituted under **Section 12 of the Rules**.

**Tribunal Chairman** means the person appointed as Tribunal Chairman under **Rule 113**.