NATIONAL BASKETBALL LEAGUE PLAYERS AGREEMENT 2016-2019

1. TITLE

This agreement shall be known as the National Basketball League Players Agreement 2016-2019.

2. ARRANGEMENT

This agreement is arranged as follows:

| Clause No. | Subject matter |
|------------|--|
| 1. | Title |
| 2. | Arrangement |
| 3. | Definitions |
| 4. | Scope and Parties Bound |
| 5. | Commencement Date of Agreement and Period of Operation |
| 6. | Objectives |
| 7. | Individual Flexibility Arrangement |
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| 16. | Training and Promotional Appearance Rosters |
| 17. | Player Welfare Program |
| 18. | Annual Leave |
| 19. | Personal Leave |
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22. Family Violence Leave

23. No Extra Claims

Schedule A NBL Standard Player Contract

Schedule B Employers Bound

Schedule C NBL Salary and Contracting System

3. **DEFINITIONS**

"Act" means the Fair Work Act 2009.

"ABA" means the Australian Basketballers' Association which is part of the Media, Entertainment and Arts Alliance and all references in this Agreement to the ABA are to the Media, Entertainment and Arts Alliance.

"Agreement" or "NBL Agreement" means the National Basketball League Players Agreement 2016-2019.

"Commission" or "FWC" means Fair Work Commission.

"Club" or "Employer" or "NBL Club" means a Club or entity which is party to a license agreement with the NBL which entitles and obliges it to participates in the NBL Competition and which is an Employer named in Schedule B to this Agreement.

"Development Player" means a person contracted by a Club as a Player and whose contract of employment stipulates that they are a "Development Player".

"MEAA" means the Media, Entertainment and Arts Alliance.

"NES" means the National Employment Standard contained in the Fair Work Act 2009.

"NBL" means National Basketball League Pty Ltd.

"NBL Competition" means the National Basketball League conducted by National Basketball League Pty Ltd. known as the NBL or any other name determined and notified by National Basketball League Pty Ltd from time to time;

"NBL Rules" means the rules adopted from time to time by NBL governing the NBL Competition (or any other competition that may be sanctioned and operated by NBL from time to time) and includes without limitation the constitution of National Basketball League Pty Ltd and all rules, regulations, Operations Manuals, determinations, guidelines and policies published by the NBL from time to time;

"NBL Salary Floor" means pursuant to the NBL Salary and Contracting System the minimum annual aggregate amount that each NBL Club is required to spend on Player salaries paid or payable to all Players (excluding Development Players) in respect of an NBL Season;

"NBL Season" or "Season" is the a single season of the NBL Competition comprised of the regular season, play off series and final series.

"Player" or "Employee" means a person employed by an Employer as a basketball player in the NBL Competition.

"Player Payment" means base salary including superannuation.

4. SCOPE AND PARTIES BOUND

This Agreement will cover:

- (a) the Employers named in Schedule B to this Agreement and any NBL Club in respect of all their respective Players; who are covered by this Agreement;
- (b) employees engaged as Players in NBL Competition by the Employers named in Schedule B to this Agreement or any NBL Club;
- (c) the Media, Entertainment and Arts Alliance (MEAA), provided written notice is given in accordance with section 183(1) of the *Fair Work Act 2009* (Cth) and the FWC notes that MEAA is bound by the Agreement pursuant to section 201 of the Fair Work Act 2009 (Cth);

in respect of all work performed by the Players for the Employers named in Schedule B to this Agreement.

5. COMMENCEMENT DATE OF AGREEMENT AND PERIOD OF OPERATION

- **5.1** This Agreement shall take effect seven days after its approval by Fair Work Australia and shall remain in force until 30 June 2019.
- 5.2 The parties shall begin negotiations for a new agreement at least six months before expiry of this Agreement.

6. OBJECTIVES

- Zealand by NBL with intentions to grown into the wider Asian region. As such, the parties acknowledge, that as with all professional sports, the governing body (in this case, NBL) of the competition is responsible for establishing rules and regulations for the running of the competition in consultation with stakeholders including the Clubs, Basketball Australia, the Players and the ABA. The parties also acknowledge that the NBL is responsible for enforcing compliance with its rules and regulations.
- **6.2** The parties are committed to ensuring that the NBL Competition is conducted to the highest standards to ensure its financial viability through sponsorships and increased spectators.
- 6.3 The parties agree that they each wish to ensure that the NBL Competition grows in strength and competitiveness and that the Clubs are competitively matched and financially viable.

- 6.4 The Clubs recognise that players are entitled to levels of remuneration properly reflecting their skill, responsibility and the NBL Competition in which they play.
- 6.5 This Agreement seeks to obtain a balance between financial viability of Clubs and the fair payment of Players so as to enable them to earn a living from basketball as their primary source of income.

7. INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 7.1 A Club and a Player covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; and
 - (v) leave loading.
 - (b) the arrangement meets the genuine needs of the Club and Player in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the Club and the Player.
- 7.2 The Club must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (c) result in the Player being better off overall than the Player would be if no arrangement was made.
- 7.3 The Club must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the Club and Player; and
 - (c) is signed by the Club and Player and if the Player is under 18 years of age, signed by a parent or guardian of the Player; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and

- (ii) how the arrangement will vary the effect of the terms; and
- (iii) how the Player will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- 7.4 The Club must give the Player a copy of the individual flexibility arrangement within 14 days after it is agreed to and keep the agreement as a time and wages record.
- 7.5 The Club or Player may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Club and Player agree in writing--at any time.
- **7.6** Except as provided in clause 7.3(c) the individual flexibility arrangement must not require the approval or consent of a person other than the Club and Player.
- 7.7 A Club seeking to enter into an agreement must provide a written proposal to the Player. Where the Player's understanding of written English is limited the Club must take reasonable measures, including translation into an appropriate language, to ensure the Player understands the proposal.
- **7.8** A Player is entitled to be represented by ABA in relation to the making of an individual flexibility arrangement under this clause 7. If a Player so requests, the Club must inform ABA in writing of the Club's intention to enter into such an individual flexibility arrangement and advise ABA of the proposed terms to be varied and consult with ABA in relation to the making of the arrangement.
- 7.9 Any such arrangement under this clause 7 may not be made a requirement by a Club of any prospective Player seeking to gain employment by that Club.

8. CONSULTATION

- **8.1** This clause applies if a Club:
 - (a) is considering major workplace change, or has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on its Players covered by this Agreement; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of its Players.

8.2 Major change

8.2.1 The following applies for a change referred to in clause 8.1(a) of this Agreement.

- As soon as practicable the Club must notify and consult with the relevant Players and ABA about the introduction of the change and the effect the change is likely to have on the Players.
- 8.2.3 The relevant Players may appoint a representative for the purposes of the procedures in this term, including an official or officials of ABA. Where a representative is appointed, the Club must recognise the appointment of the representative and deal with that representative accordingly.
- As soon as practicable the Club must discuss with relevant Players, the introduction of the change; and the effect the change is likely to have on the Players; and measures it is taking to avert or mitigate the adverse effect of the change on the Players. For the purposes of the discussion, the Club will provide ABA and the relevant Players in writing:
 - (a) all relevant information about the change including the nature of the change proposed;
 - (b) information about the expected effects of the change on the Players; and
 - (c) any other matters likely to affect Players as a result or consequence of the change.
- 8.2.5 The Club must give prompt and genuine consideration to matters raised about the major change by ABA and its Players.
- **8.2.6** The parties agree to act in good faith in relation to the consultation process.
- **8.2.7** While consultation is occurring, the parties will abide by the status quo that existed immediately before the subject matter arose.
- **8.2.8** In this clause:
 - (a) **'Good faith'** includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons and to refrain from unfair conduct that undermines consultation.
 - (b) **'Major change'** is likely to have a significant effect on Players if it results in:
 - (i) any proposed change to NBL Rules that will affect or may affect Players' employment conditions.
 - (ii) the termination of the employment of Players;
 - (iii) major change to the composition, operation or size of either the NBL Competition or the Club;
 - (iv) the elimination, diminution or change in job opportunities;
 - (v) the alteration of hours of work;

- (vi) the need to relocate Players to another workplace;
- (vii) the restructuring of Players' jobs; or
- (viii) changes to the legal or operational structure of the Club or the NBL Competition.

8.3 Change to regular roster or ordinary hours of work

- **8.3.1** The following applies for a change referred to in clause 8.1(b) of this Agreement.
- As soon as practicable the Club must notify and consult with relevant Players and the ABA about the introduction of the change and the effect the change is likely to have on the Player/s. The Club must discuss measures to avert or mitigate the adverse effect of the change on the Player/s.
- **8.3.3** The relevant Players may appoint a representative for the purposes of the procedures in this term, including an official or officials of ABA. Where a representative is appointed, the Club must recognise the appointment of the representative and deal with that representative accordingly.
- **8.3.4** For the purposes of the discussion, the Club will:
 - (a) provide to the relevant Players and ABA:
 - (i) all relevant information about the change including the nature of the change proposed;
 - (ii) information about what the Club reasonably believes will be the effects of the change on the Players; and
 - (iii) any other matters likely to affect Players as a result or consequence of the change; and
 - (b) invite the relevant Players to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 8.3.5 The Club must give prompt and genuine consideration to matters raised about the change by the relevant Players.
- 8.3.6 In this clause, 'relevant Players' means the Player or Players who may be affected by a change referred to in clause 21.2.

8.4 NBL Rule Change

8.4.1 The Clubs agree to engage in genuine consultation with Players and the ABA on any proposed change to NBL Rules that will effect or may effect Players' employment conditions.

- **8.4.2** Following genuine consultation in accordance with this clause the Clubs shall notify the ABA and Players of any NBL Rule changes that effect Players' employment conditions.
- **8.4.3** The Clubs shall not make any changes to the NBL Rules which are contrary to or inconsistent with the provisions of this Agreement.

9. DISPUTE SETTLING PROCEDURE

- **9.1** If a dispute relates to:
 - (a) a matter arising under this agreement; or
 - (b) the NES; or
 - (c) a matter arising in the workplace,

this Clause 9 sets out the procedures to settle the dispute.

- **9.2** An Player who is a party to the dispute may appoint a representative, including an officer or officers of ABA, for the purposes of the procedures in this Clause 9.
- **9.3** In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Player or Players and relevant supervisors/management at the Club.
- **9.4** If the matter is not resolved, the matter is to be discussed by the Player(s) concerned, the Club and if the Player elects, his or her nominated representative, including an officer or officers of ABA.
- 9.5 If the matter is still not resolved, the matter is to be discussed further by the Player(s) concerned, the Club and if the Player elects, his or her nominated representative, including an officer or officers of ABA, and the NBL.
- **9.6** If discussions at the workplace level do not resolve the dispute a party to the dispute may refer the matter to the Fair Work Commission, including for arbitration.
- **9.7** The Fair Work Commission can deal with the dispute in 2 stages:
 - (a) the Fair Work Commission may first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

- **9.8** While the parties are trying to resolve the dispute using the procedures in this term:
 - (a) a Player must continue to perform his work as he would normally unless he has a reasonable concern about an imminent risk to his health or safety; and
 - (b) a Player must comply with a direction given by the Club to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Player to perform; or
 - (iv) there are other reasonable grounds for the Player to refuse to comply with the direction.
- **9.9** The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

10. ABA TEAM DELEGATES

- 10.1 To facilitate a consultative and co-operative approach to Player relations, Players who are confirmed by the ABA as Team Delegates will be allowed reasonable time and facilities during each NBL Season and outside an NBL Season to enable them to attend to their duties as ABA Team Delegates, including:
 - representing members in enterprise bargaining;
 - consulting with ABA members and other players concerning enterprise agreement negotiations;
 - representing the interest of members to the employer and industrial, sporting and any other related tribunals or courts;
 - participating in the operation of the ABA;
 - attending ABA education and training;
 - addressing new employees about the benefits of ABA membership at the time that they enter into a contract with an NBL club.

11. RIGHTS OF ENTRY OR ACCESS

- 11.1 An official of the ABA, or a Team Delegate, may enter the NBL or a Club premises to exercise any rights in accordance with the right of entry provisions in Part 3-4 of the Act and also to do the following:
 - to participate in induction meetings of new Players; and

- to meet with a Club when bargaining for a replacement to the current enterprise agreement; and
- to assist with representing a Player under a term of this agreement dealing with resolution of disputes or consultation over workplace change.

12. PLAYER CONTRACTS

12.1 All Player contracts entered into between Clubs and Players shall be in the form as set out in Schedule A to this Agreement.

13. PLAYER PAYMENTS

- 13.1 The NBL Salary Floor (minimum) will be determined for each NBL Season by reference to and in accordance with the NBL Salary and Contracting System Rules as set out in Schedule C.
- 13.2 Each Club must pay each of its Players (other than Development Players) not less than \$40,000 per Season, subject to increase from time to time pursuant to the NBL Salary and Contracting System as set out in Schedule C.
 - Players paid the minimum salary will be released from any further Club duties following the Club's annual end of season function if the Player desires to pursue other playing or employment opportunities to supplement his income provided the Player has notified the Club in writing prior to commencing employment with the Club.
- 13.3 Development Players must be provided with health insurance by the Club, unless they are in receipt of high level health insurance as part of their family's cover. In addition, where they are promoted to a Club's playing roster the Club shall be required to make, at a minimum, pro-rata game payments to that Player calculated at the relevant annual minimum Player Payment as set out in clause 13.2 divided by the total number of games in the NBL Season, for each game that the Player is required by the Club.

14. SALARY AND CONTRACTING SYSTEM

- **14.1** The parties agree to be bound by the terms of the NBL Salary and Contracting System as set out in Schedule C and which comprise part of the NBL Rules.
- **14.2** The ABA and NBL will review the operation of the NBL Salary and Contracting System from time to time in good faith.

15. SUPERANNUATION

- 15.1 Superannuation contributions will be made to a fund of the Player's choice. Where an employee does not choose a fund, their contributions will be made to Australian Super.
- **15.2** This clause applies to all Players covered by this agreement, regardless of their age and level of earnings.

- **15.3** Subject to all relevant laws and regulations, all Players who wish to make salary sacrifice contributions will be entitled to do so.
- **15.4** The Clubs will pay superannuation contributions, including salary sacrifice, on behalf of each Player at least monthly and in full to the nominated superannuation fund.
- 15.5 At least monthly, Players will receive information on their payslips that will enable them to confirm that all due superannuation contributions, including salary sacrifice, have been paid to the nominated superannuation fund.
- 15.6 Contributions will be paid as a percentage on all earnings (all wages, allowances, bonuses and similar). Salary sacrifice contributions shall not reduce the calculation and payment of contributions for the purposes of this clause.
- 15.7 The percentage of contribution will be the percentage fixed by the *Superannuation Guarantee (Administration) Act 1992* (as amended). Any increases to the percentage that occurs during the term of this agreement will not result in a reduction in any form of aggregate payment to Players (inclusive of superannuation contributions).
- 15.8 The contributions provided for in this clause will be made in respect of all periods of paid leave, and all periods of leave taken as a result of a work related injury or illness.
- 15.9 Players who take paid and unpaid parental leave will be entitled to a contribution while on leave that is equivalent to the average contribution paid to them during the 12 months immediately preceding the commencement of that leave. Any base salary increases payable under this agreement during the period of leave will be applied as a percentage to the contribution amount.

16. TRAINING AND PROMOTIONAL APPEARANCE ROSTERS

- 16.1 Monthly and weekly rosters are to be given to Players by Clubs outlining the proposed Training and Promotional Appearance calendars for Players and staff. Monthly calendars should be posted by the 15th of the preceding month. These calendars will outline in broad terms the commitments that are scheduled for the coming month and should provide players with an overview of their commitments (Monthly Schedules).
- 16.2 More detailed information regarding Training, Promotional Appearances work are to be posted by Clubs in the Weekly Calendars (Weekly Schedules). Weekly Calendars will be released to Players no later than the Thursday of the preceding week. Once posted, Weekly Schedules will not change except in circumstances which are out of the control of the Club or where an opportunity for a Promotional Appearance is able to be secured by the Club on short notice. Weekly Schedules must reflect the obligation for all Players to have three half day periods per week available free of training or promotional work. The three available periods need not be the same for all Players.
- 16.3 Clubs will use their best endeavours to ensure these guidelines are adhered to. Monthly and Weekly Schedules are to be posted with the NBL by Clubs within the above timelines and failure to do so may result in penalties or fines.

17. PLAYER WELFARE PROGRAM

- 17.1 The NBL, Clubs and ABA are committed to providing a player welfare program (the NBL Player Welfare Program) which will assist Players in developing personal and professional skills.
- 17.2 The NBL Player Welfare Program is designed to be implemented throughout all Players' careers and may include areas such as vocational, emotional, financial, social, and educational training as well as offering players networking opportunities.
- 17.4 Each Club will pay into a trust account established by NBL, \$10,000 per financial year which shall be applied exclusively to fund the NBL Player Welfare Program (starting from July 1 2016).

18. ANNUAL LEAVE

- **18.1** Players are entitled to six weeks' paid annual leave for each year of service with the Club, which will accrue progressively and accumulate from year to year.
- **18.2** Annual Leave shall be given to Players at a fixed time, each year, and in one consecutive period (the Annual Leave Period). During the Annual Leave Period a Player will be exempt from any Club commitments.
- **18.3** The Annual Leave Period will be agreed by the ABA, NBL and the Clubs prior to the commencement of each NBL Season and Players will be notified prior to the commencement of each NBL Season of the date of the Annual Leave Period.

19. PERSONAL / CARER'S LEAVE AND COMPASSIONATE LEAVE

19.1 Personal/carer's leave

- 19.1.1 A Player will be entitled to paid personal/carer's leave in accordance with this clause. To the extent that the NES provides a more favourable outcome for a particular Player in relation to personal/carer's leave in particular circumstances, the Player will receive the benefit of that entitlement. A Player may take personal/carer's leave if the leave is taken:
 - (a) because the Player is not fit for work because of a personal illness, or personal injury, affecting the Player; or
 - (b) to provide care of support to a member of the Player's immediate family, or a member of the Player's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member;
 - (ii) an unexpected emergency affecting the member.
- 19.1.2 For each year of service with a Club a Player is entitled to 12 days of paid personal/carer's leave. A Player's entitlement to paid personal/carer's leave

accrues progressively during a year of service and accumulates from year to year as follows:

| Length of time worked for the Club | Perso | onal/carer's leave |
|------------------------------------|-------|--------------------|
| Less than 1 month | 2 | days |
| 1 month to less than 3 months | 4 | days |
| 3 months to less than 6 months | 6 | days |
| 6 months to less than 12 months | 12 | days |
| Each year thereafter | 12 | days |

19.3 Definition of immediate family

19.3.1 Definition of immediate family includes

- (a) a Spouse or de facto partner (including a former spouse or de facto partner, of the Player;
- (b) a child or adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Player or a child, adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Player.

19.3.3 Player must give notice

- (a) As soon as practicable (which may be a time after the leave has started) a Player must give the Club notice of the taking of personal/carer's leave under this clause, and advise the Club the period of the expected leave. Where possible, a Player will use best endeavours to give at least two hours' notice before his next rostered starting time, unless he has a good reason for not doing so.
- (b) The notice must include:
 - (i) the nature of the injury or illness (if known), including if leave is taken to provide care or support to a member of the Player's immediate family or household; and
 - (ii) how long the player expects to be away from work.
- (c) If it is not practicable for the player to give prior notice of absence, the player must notify the employer by telephone at the first opportunity.

19.3.4 Evidence supporting claim

The player must, if required by the Club establish by production of a medical certificate or statutory declaration that the player was unable to work because of a reason specified in clause 19.1.1 of this Agreement.

19.3.5 The effect of workers' compensation

If a Player is receiving workers' compensation payments, he is not entitled to receive paid Personal/Carer's Leave at the same time.

19.4 Compassionate Leave

- 19.4.1 Compassionate Leave is provided for in the NES. A Player other than a casual employee, is entitled to 2 days paid Compassionate leave for each occasion when a member of the Player's immediate family, or a member of the Player's household:
 - (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) sustains a personal injury that poses a serious threat to his or her life; or
 - (c) dies.

19.4.2 Evidence supporting claim

If requested, a Player will be required to supply satisfactory evidence that the leave was taken for a reason specified in clause 19.4.1

20. PATERNITY LEAVE

A Player shall be entitled to Parental leave as provided for in the NES.

21. NBL RULES

- **21.1** The parties agree that the NBL Rules in operation at the date of commencement of this Agreement are necessary and reasonable for the protection of the legitimate interests of the Clubs and the Players.
- **21.2** A reference in this agreement to the NBL Rules means the NBL Rules as at the date of commencement of this agreement. Where any subsequent variation of the NBL Rules is inconsistent with this Agreement, the terms of this Agreement shall prevail.

22. FAMILY VIOLENCE LEAVE

- **22.1** The Clubs recognise the impact of family violence on Players. A Club will at its discretion provide other leave to a Player who:
 - (a) is experiencing violence from a member of the Player's family or household; or
 - (b) provides care or support to a member of their immediate family, or a household, who requires care or support because the member is experiencing violence from the member's family,

and requires time off work associated with the effects of domestic violence including medical appointments, counselling, legal proceedings and/or other matters related to the effects of family violence.

- **22.2** Where such leave is provided for by a Club, it shall be provided in addition to existing leave entitlements, and will be paid.
- **22.3** All personal information concerning family violence will be kept confidential by the Club.

23. NO EXTRA CLAIMS

23.1 The parties agrees that for the duration of the agreement there will be no further claims made other than where applications to vary the agreement are made pursuant to Part 2-4, Division 7 of the *Fair Work Act 2009*.

SCHEDULE A

NBL Standard Player Contract

SCHEDULE B

Employers Bound

(all to provide details)

| Adelaide 36ers | |
|-------------------------|--|
| Brisbane Bullets | |
| Cairns Taipans | |
| Illawarra Hawks | |
| Melbourne United | |
| New Zealand Breakers | |
| Perth Wildcats | |

Sydney Kings

Townsville Crocodiles

SCHEDULE C

NBL Salary and Contracting System

Executed as an Agreement:

SIGNED for and on behalf of the **Media, Entertainment and Arts Alliance** by an authorised representative

| Signature of authorised representative | Name of authorised representative (print) |
|--|---|
| Address of authorised representative | Office held |
| Signature of Witness | Name of witness (print) |
| SIGNED for and on behalf of the Adelaide 36ers by an authorised representative | |
| Signature of authorised officer | Name of authorised officer (print) |
| Address of authorised officer | Office held |
| Signature of Witness | Name of witness (print) |

SIGNED for and on behalf of the **Brisbane Bullets** by an authorised representative

| Signature of authorised officer | Name of authorised officer (print) |
|--|------------------------------------|
| Address of authorised officer | Office held |
| Signature of Witness | Name of witness (print) |
| SIGNED for and on behalf of the Cairns Taipans by an authorised representative | |
| Signature of authorised officer | Name of authorised officer (print) |
| Address of authorised officer | Office held |
| C. C | |
| Signature of Witness | Name of witness (print) |

SIGNED for and on behalf of the **Illawarra Hawks** by an authorised representative

| Signature of Witness | Name of witness (print) |
|--|------------------------------------|
| Address of authorised officer | Office held |
| Signature of authorised officer | Name of authorised officer (print) |
| SIGNED for and on behalf of the Melbourne United by an authorised representative | |
| Signature of Witness | Name of witness (print) |
| | |
| Address of authorised officer | Office held |
| Signature of authorised officer | Name of authorised officer (print) |
| | |

SIGNED for and on behalf of the **New Zealand Breakers** by an authorised representative

| Signature of authorised officer | Name of authorised officer (print) |
|--|------------------------------------|
| Address of authorised officer | Office held |
| Signature of Witness | Name of witness (print) |
| SIGNED for and on behalf of the Perth Wildcats by an authorised representative | |
| Signature of authorised officer | Name of authorised officer (print) |
| Address of authorised officer | Office held |
| Signature of Witness | Name of witness (print) |

Sydney Kings by an authorised representative Signature of authorised officer Name of authorised officer (print) Address of authorised officer Office held Signature of Witness Name of witness (print) **SIGNED** for and on behalf of the **Townsville Crocodiles** by an authorised representative Signature of authorised officer Name of authorised officer (print) Address of authorised officer Office held

Name of witness (print)

SIGNED for and on behalf of the

Signature of Witness