

## AAU NATIONAL POLICIES

**IF ANY PORTION OF ANY POLICY IS HELD TO BE INVALID, THE BALANCE NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.**

**I. MEMBERSHIP POLICIES.** By submitting or authorizing an application for membership in the AAU, the applicant agrees and stipulates to the following terms and conditions:

**A.** The applicant agrees and consents to receive and accept all written or oral communications, including but not limited to e-mails, facsimiles, mail-outs, advertisements, and telephone calls from the AAU, its employees, Officers, agents, attorneys, volunteers, members, affiliates, subordinates, host organizations and clubs.

**B. BINDING ARBITRATION.**

- 1. BY APPLYING FOR AAU MEMBERSHIP (OR HAVING A THIRD PARTY SUBMIT AN APPLICATION FOR MEMBERSHIP IN THE AAU ON BEHALF OF THE APPLICANT), OR UPON ENTERING ANY AAU EVENT, THE APPLICANT/MEMBER/ENTRANT AND THE AAU AGREE TO SUBMIT ALL CIVIL DISPUTE(S) ARISING OUT OF OR DURING THE TERM OF MEMBERSHIP TO BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) IN ACCORDANCE WITH ITS CONSUMER ARBITRATION RULES. THE ARBITRATION HEARING SHALL BE HELD IN NEW YORK, NEW YORK BEFORE ONE (1) ARBITRATOR.**
- 2. DEPOSITION(S), REQUESTS FOR ADMISSIONS, AND REQUESTS FOR PRODUCTION OF DOCUMENTS ARE STRICTLY DISCOURAGED AND WILL NOT BE ALLOWED WITHOUT AN ORDER FROM AAA; AND, IN ORDER TO BE CONSIDERED, A REQUEST FOR ANY SUCH ORDER, IF ANY, SHALL ACCOMPANY THE FILING OF THE APPLICABLE PARTY’S FIRST SUBMISSION TO AAA OR SUCH REQUEST SHALL BE WAIVED AND/OR DENIED. A LIST OF WITNESSES AND ALL EXHIBITS TO BE INTRODUCED AT THE HEARING WILL BE EXCHANGED AT LEAST TWENTY (20) DAYS PRIOR TO THE HEARING. THE PARTIES AGREE THAT THE BINDING ARBITRATION SHALL BE IN LIEU OF ANY LITIGATION BY AND BETWEEN ALL OF THE PARTIES RELATED TO THE DISPUTE.**
- 3. THE PARTIES DECLARE THAT IT IS THEIR CLEAR AND UNMISTAKABLE INTENT FOR THE ARBITRATOR TO DETERMINE ANY AND ALL QUESTIONS OF ARBITRABILITY, IF ANY. ANY OBJECTION TO THE ARBITRATOR’S JURISDICTION, INCLUDING ANY OBJECTIONS WITH RESPECT TO THE EXISTENCE, SCOPE OR VALIDITY OF THE ARBITRATION AGREEMENT SHALL BE DECIDED BY THE ARBITRATOR.**
- 4. THE PARTIES WILL BE RESPONSIBLE FOR THEIR OWN LEGAL FEES, COSTS AND COST OF WITNESSES. THE PARTIES WILL SHARE EQUALLY THE ARBITRATOR’S FEES AND COSTS. THE PARTIES WAIVE ANY RIGHT TO SEEK AND THE PARTIES COVENANT NOT TO SEEK, ANY PUNITIVE OR EXEMPLARY DAMAGES.**

### **C. Mandatory Mediation**

first submit their dispute to non-binding mediation. The AAU shall select and pay for the mediator. Mediation will be conducted within 30 days of a Party requesting mediation or, if the Parties agree, at a later date. The Applicant/Member/Entrant requesting the mediation must attend the mediation in person. Attendance by telephone or by electronic means is not allowed. Each party will pay their own costs to attend the mediation.

2. Mediation will be conducted at a location designated by the AAU in the State in which the Applicant/Member/Entrant resided on the date of the alleged wrongdoing or at a location which is mutually agreed by the Parties. Notwithstanding the foregoing, all mediations will proceed in the continental United States. Mediations for Applicants/Members/Entrants that resided outside of the continental United States on the date of the alleged wrongdoing will be conducted in Orlando, Florida.
3. A request for mediation must be made in writing and sent by Certified Mail, Return Receipt Requested to “Mediation Request, PO Box 22409, Lake Buena Vista, FL 32830”. The mediation request will include a summary of the dispute, the name and contact information of the Applicant/Member/Entrant seeking relief against the AAU, the amount of relief sought, the state in which the Applicant/Member/Entrant resided on the date of alleged wrongdoing, the identity of any witnesses and copies of any relevant documents.
4. Should the Applicant/Member/Entrant seeking relief against the AAU be unable to attend a mediation because of illness and/or injury, the mediation request must detail the basis of an inability to attend the mediation. The AAU will have the option of waiving the mediation or having the Applicant/Member/Entrant examined by a physician of its choosing to certify that the Applicant/Member/Entrant is unable to attend a mediation because of illness and/or injury. Should the physician not certify that the Applicant/Member/Entrant is unable to attend a mediation because of illness and/or injury, the Applicant/Member/Entrant will have failed to comply with a pre-condition to bringing a civil dispute against the AAU and such civil dispute will be dismissed with prejudice.
5. Civil disputes brought before a request for mediation has been received shall be dismissed for failing to comply with this pre-condition.
6. A request for mediation does not extend the one-year statute of limitations for bringing a civil dispute.

### **D. Other Legal Matters**

- 1. THE TIME LIMIT (STATUTE OF LIMITATIONS) FOR BRINGING ANY CIVIL DISPUTE AGAINST THE AAU SHALL BE ONE (1) YEAR FROM THE DATE OF THE ALLEGED WRONGDOING.**
- 2. SHOULD ARBITRATION NOT BE PERMITTED OR SHOULD THE AAU AND ALL PARTIES MUTUALLY AND EXPRESSLY AGREE TO NOT PROCEED TO ARBITRATION, THEN THE PARTIES AGREE TO WAIVE A JURY AND AGREE THAT ANY LEGAL ACTION BETWEEN THE PARTIES SHALL BE COMMENCED EXCLUSIVELY IN THE FEDERAL DISTRICT COURT IN THE**

**SOUTHERN DISTRICT OF NEW YORK. SHOULD THE FEDERAL DISTRICT COURT IN THE SOUTHERN DISTRICT OF NEW YORK NOT HAVE SUBJECT MATTER JURISDICTION, THEN IT IS AGREED THAT ANY LEGAL ACTION BETWEEN THE PARTIES SHALL BE COMMENCED EXCLUSIVELY IN COURT LOCATED IN NEW YORK COUNTY, NEW YORK.**

- 3. The Parties agree that New York law will apply to any civil dispute.**
- 4. THE APPLICANT/MEMBER/ENTRANT AGREES TO NOT BE A MEMBER AND WAIVES ANY RIGHT TO BE A MEMBER OF ANY CLASS ACTION (OR PURPORTED CLASS ACTION) IN WHICH THE AAU IS NAMED AS A DEFENDANT. NO CLASS ACTION SHALL BE BROUGHT AGAINST THE AAU.**
- 5. IF ANY PORTION OF ~~THE~~ THIS MEMBERSHIP POLICY IS DECLARED INVALID OR UNENFORCEABLE, THE REST OF THIS MEMBERSHIP POLICY SHALL REMAIN IN FULL FORCE AND EFFECT.**

**E. Indemnification/Assumption of Risk.**

- 1. The member, applicant and/or participant releases and forever discharges, and covenants not to sue the Amateur Athletic Union of the U.S., Inc (“AAU”), AAU’s Districts (formerly known as Associations), the Host (of the Event), Local Organizing Entity, and if applicable owners and lessors of premises upon which the activity takes place, (the foregoing collectively, including without limitation, the AAU, hereinafter for convenience referred to as the « Releasees »), together with the respective administrators, members (including all categories), volunteers, participants, sponsors and advertisers, together with the insureds, and the parent related, affiliated, subsidiary companies, and affiliated committees, as well as the officers, directors, agents, attorneys, employees, representatives, successors and assigns of each of the Releasees entities, and any other party indemnified and held harmless by the AAU (each considered one of the Releasees herein) from all liability, claims, demands, losses, or damages of the Member, Applicant, and/or Participant, caused or alleged to be caused in whole or in part by the action, inaction or negligence of the Releasees or otherwise, including but not limited to negligent rescue operations, negligent security, travel and recreation operations and activities; and further agree that if despite this release and waiver of liability, assumption of risk, and indemnity policy, the Member, Applicant and/or Participant or anyone on behalf of the Member, Applicant and/or Participant, makes a claim against any of the Releasees, the Member, Applicant and/or Participant and/or his/her parent or guardian will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney’s fees, loss, liability, damage, or cost which may be incurred as the result of such a claim. [Rev. 10/06]**
- 2. The Member, Applicant and/or Participant understand that : (a) athletic activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death (« Risks ») ; (b) these Risks and dangers may be caused by the Member, Applicant, and/or Participant’s own actions or inactions, the actions or inactions of others participating in the activity, the condition in which the activity takes place, or the negligence of others ; (c) there may be other risks and social and economic losses either not known to the Member, Applicant, and/or Participant, or not readily foreseeable at this time ; and the Member, Applicant, and/or Participant accepts and assumes all risks and all responsibility for losses,**

costs, and damages the Member, Applicant, and/or Participant incurs as a result of participation in the activity.

#### **F. Administrative Remedies.**

1. Applicant agree(s) to comply with all the provisions of the AAU Code, and the rules and regulations of the AAU Sports and activities. Further, applicant acknowledge(s) that the AAU Code establishes a process by which disputes with the AAU or any entity of the AAU shall be adjudicated. Applicant agree(s) to submit any dispute or claim to the AAU Judiciary, to exhaust all administrative procedures thereunder, and to abide by the final resolution of the matter. The applicant acknowledges that the AAU is not a state actor, and that the due process, which is applicable to all disputes concerning the AAU is the AAU Code and which includes its Policies, as set out herein.
2. Members who do not follow the Administrative Procedures of the AAU shall be denied membership in the AAU.
3. Administrative remedies are exhausted upon the entry of an order from the National Board of Appeals.

#### **G. Membership Limitations**

1. All persons who apply to the AAU for an adult or non-athlete membership must give consent to the AAU to conduct a criminal background check.
2. Sexual Misconduct. It is the policy of the AAU to deny participation in the AAU to any individual for whom there is reasonable cause to believe that they have engaged in sexual misconduct. For the purposes of this policy, reasonable cause shall exist when:
  - a. Criminal or civil charges have been filed against an individual alleging sexual misconduct.
  - b. The individual has been convicted of a crime involving sexual misconduct.
  - c. Written allegations of sexual misconduct against the individual of reasonable probative value have been submitted to the AAU; or
  - d. The individual has been accused of sexual misconduct and the accusations have reasonable probative value.
3. Criminal Misconduct.
  - a. It is the policy of the AAU to deny membership in the AAU to any individual who has been convicted of a felony, or who has pending felony charges, or who has a substantial criminal history but no felony conviction. For the purposes of this policy, a person has a substantial criminal history when the membership background check yields a negative report using criteria approved by the Compliance Department, and the Chair of the National Board of Review.
  - b. Any person denied membership in the AAU pursuant to this policy may seek a review or reconsideration pursuant to the applicable procedures under the AAU Code.
4. Application for Policy Exception.

- a. Any person who has been convicted of a felony, or any offense of sexual misconduct or who has been denied membership due to a negative report on the membership background check may not apply for membership except directly through the National Office Compliance Department. The President of the AAU shall appoint one or more members of the AAU (Reviewer) to determine whether the application should be accepted. The criteria used by the Reviewer are whether the best interests of the AAU are served by accepting the application.
- b. Decisions of the Reviewer may be appealed to the National Board of Review; however, appeals do not stay the action of the Reviewer unless an Order for Stay is issued by the Board of Review Chair.

#### **H. Misrepresentation.**

1. Information provided to the AAU by the applicant/member shall be correct in every material aspect, including but not limited to street address, birth date, social security number (for adults and non-athletes), phone numbers, etc.
2. If an applicant/member fails to disclose a conviction for a felony or sexual misconduct or submits a membership application containing material information that is false (for purposes of this Policy any information as to conviction of a felony or any sex offense, as well as the applicant's name, address, date of birth, social security number shall be considered to be material, and if misrepresented, shall constitute fraud), then any membership acquired has been fraudulently obtained and is void. When the AAU has reasonable cause to believe that a membership has been fraudulently obtained, it may void the membership without notice or hearing and require that further application be made through the National Office as provided by this policy. Any person denied membership in the AAU pursuant to this Policy may seek a review or reconsideration pursuant to the applicable procedures under the AAU Code.

#### **I. Sport Agents, Agencies and Representatives.**

Any person who is a registered sports agent or a representative or employee of a sports agent or agency, or any person who has received compensation or consideration of any kind directly or indirectly from a sports agent or agency, is prohibited from involvement in the AAU throughout the entire fiscal year (September 1 through August 31) during which any such compensation or consideration is received except as specifically set out herein.

Violation of this policy may subject a club and/or athletes affiliated with the agent to penalties set out in the Code.

An agent, employee or representative of an agent may apply in writing to the AAU for an exception to this policy. If, in the sole discretion of the AAU, it is determined that the interests of the AAU are best served, an exception may be granted. The exception may only be granted by the Chairman of the Board of Review. The exception must be in writing and is subject to reconsideration at any time and may be revoked by the Board of Review Chair at his sole discretion.

- J. Agency.** Membership in the AAU does not create an agency relationship. The authority of any member providing services to the AAU is limited to the terms of the agreement for services.

The AAU does not organize clubs, or teams, and does not select coaches or club managers. Members shall not represent themselves to be agents of the AAU without specific written authorization from the National AAU. Acts of an AAU member not related to a licensed AAU event are not authorized by the AAU and therefore no agency relationship is created thereby.

**K. Waiver/Release/Authorization to Use Likeness Names, Voice and Words.** By submitting a membership application to the AAU, the applicant authorizes the AAU including without limitation, the Releases defined in Section C.1. hereinabove, in perpetuity, without compensation, reservation, or limitation, to allow the reproduction, dissemination, and/or publication of the applicant's name, nickname, image, voice, signature, facsimile, biological information, photograph, and/or likeness for media coverage, public relations, or any other purpose whatsoever, which may involve the use of photographs, films, and/or videotape recording and/or any other form of media, whether currently in existence or not, and understand that the AAU retains title, exclusive and unlimited rights to all internet streaming files including live and archived games, interviews, and events broadcast to the Internet. The AAU is under no obligation to exercise the rights herein granted. The applicant understands and agrees that he/she will not receive any payment for the possible commercial use of his/her name or likeness. [Rev. 10/06]

**L. Notice of Claims.** Any member of the AAU, who has knowledge of a claim, potential claim, or litigation against the AAU, shall notify the AAU in writing as soon as reasonably practical by forwarding notice of such claim to the National AAU at its home office, attention: President.

**M. Participation Without Modification.** In consideration of my/the minor's participation in any way in any Amateur Athletic Union of the U. S., Inc. ("AAU"), activity ("Activity"), I, for myself, or on behalf of the minor as parent or guardian, and/or my/the minor's personal representatives, assigns, heirs, and next of kin: acknowledge and understand that the nature of athletic activities and the participants' experience and capabilities and believe the participant (myself or the minor, as applicable) to be qualified, in good health and in proper physical condition to participate in such activity – as is, without modification, accommodation, or special personnel.

1. The AAU is not a place of public accommodation.
2. These policies shall be governed by the laws of the State of Florida.

**N. Cooperation with AAU Bodies and Committees.** All members of the AAU are required to cooperate with AAU bodies whether it is an investigation, an insurance claim, or other inquiry in the AAU.

## **II. MEMBERSHIP DATA.**

**A.** All registration/contact information including but not limited to names, addresses, telephone numbers, e-mail addresses, fax numbers, birth dates of the AAU membership “membership data” is the exclusive and proprietary property of the National AAU and shall only be utilized in accordance with the AAU Privacy Policy.

**B. Access to AAU Membership Data.** This information may be utilized in accordance with the AAU Privacy Policy as follows:

1. The President and/or Executive Director may authorize the National Staff to use membership data in the scope of their employment.
2. National Sport Chairs may use or authorize the use of the membership data of their respective sport.
3. District Governors may utilize, or may authorize, the use of their District's membership data for the conduct and promotion of District business.
4. District Secretaries and District Registrars may use District membership data in the exercise of their duties.
5. District Sport Directors may send information to membership within their sport only with approval of their Governor.
6. Persons with access to membership data may elect to distribute information through the AAU National Office.

**C. District Governors.** If the Governor of the District wishes to distribute information to the District members in behalf of his/her club, that distribution shall be approved by the majority of the District Officers.

**D.** National Sport Chairs, District Governors, District Secretaries and District Registrars shall not disclose any membership data to non-AAU entities.

**E. Violation of Policy.** Any person who inappropriately uses AAU membership data, for any unauthorized reason shall be in violation of the Code and subject to disciplinary action.

### **III. FINANCIAL PRACTICES.**

**A. UNPAID DEBTS/OUTSTANDING CHARGES/INSUFFICIENT FUND CHECKS.** The AAU may cancel any contract or license with any individual, group or entity which is not in good financial standing with the AAU. An individual, group or entity is not in good financial standing with the AAU if for more than 90 days the individual, group or entity has:

- a. outstanding debt to the AAU;
- b. outstanding charges to the AAU; or
- c. given the AAU a check or other negotiable instrument that has been returned for insufficient funds and which remains outstanding.

**B. PURCHASING GUIDELINES.** All National Office Departments, Sports and Administrative Committees must adhere to the following guidelines when purchasing goods

and/or services prior to obligating the Union for any expense. All purchases over \$100 processed at the National Office will require a Purchase Order Form, despite the form of payment.

- 1. Purchases under \$500.00.** All individual purchases of goods and/or services made on behalf of the AAU must be submitted for approval to the appropriate National Office Department Director or authorized Sport Committee representative. The representative shall review the Purchase Order to ensure purchase is in accordance with the approved budget.
- 2. Purchases between \$500.01-\$5,000.00.** The same procedure as set forth above for purchases under \$500.00 is to be followed for purchases between \$500.01 to \$5,000.00, except that the Purchase Orders must be approved by the President, Treasurer, Executive Director or designee.
- 3. Purchases in excess of \$5,000.01.** The same procedure as set forth above for purchases under \$5,000.01 is to be followed for purchases over \$5,000.01, except that Purchase Orders shall include three (3) written competitive price quote proposals. The selection of the bid shall be on the basis of the best interests of the AAU. Approval is made by the President or National Treasurer.

**C. SOLICITATION OF FUNDS.** Any solicitation of funds upon the behalf of the AAU, resources or goods from business entities, national foundations or United States governmental agencies, must be approved by the President. The following commission guidelines will be utilized in the case of new AAU sponsors and will not apply to bid fees in connection with national championships or similar AAU events, nor will they apply to current AAU sponsors or their renewals.

**D. COMMISSION GUIDELINES.**

- 1. Commission Fees:** While all fees are subject to negotiation, the following will be considered the norm. The sports committee/chairman may negotiate, but the National Officers will need to approve any fees to be paid.
- 2. Finder's Fee:** Five percent of the total sponsorship amount will be paid to an individual who introduces the AAU to a sponsor but does little work to finalize a contract. "Introduction" means the finder actually secures an appointment with the potential sponsor for the AAU representative. The appointment must be with someone who is in a decision-making position with the potential sponsor. The "finder" should normally be present for the initial meeting between the AAU and a potential sponsor. If a finder's fee is paid, no other commission will be paid.
- 3. Commission:** If an individual introduces the AAU to a potential sponsor and follows through and is a principal part of the negotiation with that sponsor up to the time a sponsorship contract is finally signed, then that person will be entitled to receive up to a 20% commission of the total value of the first year of the contract. An additional commission of up to one-half of the initial commission paid for the first year will be paid for each year the sponsorship contract continues or is renewed.
- 4.** Persons employed by the AAU at the National Headquarters are not eligible for commission.



5. **When Payable:** Commission fees will be payable only for cash sponsorships and when the monies have been received by the AAU. There will be no finder's fees on "in kind" payments by sponsors.

**E. NATIONAL SPORT COMMITTEE FINANCES.** Each National Sport Committee shall annually file a two-year fiscal budget with the Finance Committee by September 15th. The budgets are subject to review by the Finance Committee. The Finance Committee will review the budget prior to submitting it to Congress for approval. In order to receive reimbursement for any personal expenses, each National Sport Committee, will be required to submit a budget to the Finance Committee.

**1. Expenditures.** Reimbursement for travel and other expenses may be processed only after a Committee financial reimbursement policy has been adopted by the Committee and filed with the National Office. Any committee policy variances may be submitted to the National Treasurer for approval. The committee policy shall include the following:

- a. The type of expense(s) which may be reimbursed.
  - b. The committee member's function(s) that shall be entitled to be reimbursed.
  - c. The signatures which must be obtained within the committee for reimbursement authorization. A minimum of two signatures are required. Receipts for all expenses must be provided for any expenses paid through an AAU issued credit card in excess of \$25.00.
2. Any reimbursement shall be subject to the committee's available funds and shall have receipts attached for all expenditures in excess of \$25.00. Receipts for all expenses must be provided for any expenses paid through an AAU issued credit card.
  3. Deficit spending is not permitted without approval. Approval will be by a majority of the National Officers with specific amount approved. This agreement must be in written form and provided to the Finance Department.
  4. AAU credit cards issued to the National Sport Chairs must be approved by a majority of the National Officers. The cardholder must sign a written agreement to be liable for any unapproved charges. A majority of the National Officers will revoke credit card privileges for a sport that has a negative balance. The card can only be re-issued by an agreement of a majority of the National Officers.

**F. AAU CREDIT.** The following are credit policies and procedures to be utilized when extending credit to Districts, Local Organizing Committees, and other approved individuals or entities.

1. **Sales Terms.** AAU will offer terms of N/30 to qualified customers. Invoices not paid within 60 days will be assessed a late fee of 1.0% per month. Requests for special terms must be documented and approved in advance by the National Treasurer and Finance Chair.
2. **Assigning and Approving Credit Limits.** Credit limits will be based upon each customer's payment history and expected level of purchase. The Treasurer or his/her designee may approve credit limits assigned to each customer whose purchases exceed

\$1,000.00. Financial Services Department's discretion will be used on amounts below \$1,000.00.

3. **Approving Orders.** Written approval from the President, or National Treasurer is required if orders exceed the pre-approved credit limit or if the customer has past-due invoices outstanding for more than 60 days without written approval from the Treasurer.

Items (awards, etc.) ordered by Districts must have the approval of the District Treasurer before the items will be shipped. Items will then be shipped.

4. **Re-evaluating Credit to Existing Customers.** Credit re-evaluations will be performed on all accounts regularly (annually). Reevaluations will also be performed on any account when payment activity or other circumstances indicate a need.
5. **Past-Due Accounts.** Statements will be mailed to past due accounts no more than bi-monthly. On seriously delinquent accounts phone calls will be placed. Phone calls generally will be used only late in the collection process.
6. **Authorizing Settlements and Write-Offs.** Offers allowing a delinquent customer to pay an account in installments or settling for less than the unpaid balances require the National Treasurer's advance written approval.
7. The National Treasurer must approve any write-offs of amounts considered uncollectible.

**G. District Charter Late Fee.** The District Charter application, District Charter fee, and Request and Consent form are due on August 1<sup>st</sup> annually. If the District Charter fee is not received as of this date, a \$500.00 late fee shall be assessed to the District.

**H. AAU Convention.** All persons registered to attend the AAU Convention in any capacity, must stay at the hotel property/properties designated by the AAU, utilizing the hotel block as established for the Convention. Persons registered to attend the AAU Convention who do not comply shall pay an additional \$600.00 Convention fee. Registered attendees who own property in the city in which the Convention is located are exempt from this policy if they demonstrate ownership of the property.

**I. Travel.** The AAU will not provide any AAU Officer, director, trustee, or key employees with first class or chartered travel.

#### **IV. USE OF MARKS AND LOGOS.**

**A. AAU REGISTERED MARKS.** The AAU name, mark, seal, logo, and other insignia (all "AAU marks") are protected through trademark registration and are defined as the intellectual property of the AAU. No person or entity may use the AAU's intellectual property without the prior and continued approval of the National AAU. Only those subordinates and affiliated organizations which are expressly authorized by the National AAU to use the intellectual property of the AAU shall use the marks. The National AAU may withdraw its approval to use its marks, at any time in its sole discretion. Members shall immediately comply with

notice to cease and desist from the use of the AAU's intellectual property. The unauthorized use of any of the intellectual property of the AAU is a violation of this policy as well as the (Federal) Lanham Act and may subject the member/entity to penalties set out in the AAU Code. If granted approval/permission to use any of the AAU marks, the limited right to use the marks shall be non-exclusive and the user shall not acquire any ownership in or of such mark(s).

1. Only chartered Districts, District Sport Committees and National Sport Committees may use the AAU marks in their name.
2. There are three (3) levels of AAU club membership. Level 1 AAU member Clubs acquire no rights to use the AAU's intellectual property. Level 2 and 3 member Clubs are authorized to use AAU's registered marks only as follows:
  - a. For the purpose of promoting an AAU licensed event
  - b. For the purpose of promoting the club's AAU-related activities.
  - c. Neither members nor clubs may use the name AAU in their legal name, domain name, email or any other name without the express written consent of the National AAU.
3. In the event of a dispute or conflict as to a member's/entity's claim(s) to use any of the intellectual property of the AAU, the Officers of the AAU shall decide and determine the dispute in their sole discretion.

**B. USE OF OLYMPIC MARKS.** No license of any athletic competition will be granted by the AAU for any event where the word "Olympic" or any derivative thereof is used in any advertisement or notice in any manner in connection with an AAU competition.

The Amateur Athletic Union of the U.S. Inc. has a limited license agreement with the United States Olympic Committee with regard to use of the terminology "Junior Olympics." The AAU does not grant the right to any subordinates, any affiliated organization, or any other entity to use the terminology "Junior Olympics" except as specifically authorized in writing by the National AAU.

## **V. AAU SPOKESPERSON.**

- A.** The President of the AAU shall serve as the primary spokesperson for the organization. If the President is unavailable, then the staff member(s) designated by the President shall become the contact person. Designated staff members will contact the President, or act as the spokesperson if the President is not available.
- B.** Members of the AAU, including but not limited to coaches and/or volunteers, are not authorized to make statements on behalf of the AAU, or take any action(s) for the AAU, unless expressly and specifically authorized to do so by the President.

## **VI. TELEVISION/WEB STREAMING RIGHTS FOR NATIONAL EVENTS.**

**A. Rights.** The television/web streaming rights for coverage of any AAU National Championship event or event approved by the National Sport Committee shall be owned solely and retained by the National AAU. Except for permitting live news coverage, no media agreements may be entered into or executed by any District, Sport Committee, Host Organization or local entity for any national event or event authorized by the National Sport Committee.

**B. Guidelines for Allocation of Proceeds.** In considering a contract for television coverage of a single sport national championship event, the net proceeds shall be allocated under guidelines developed by the National Officers and approved by the Board of Directors. Proceeds from national multi-sport events shall be fully retained by the National AAU.

1. All income shall be received by the National AAU for distribution as established herein. All agreements determining the amount of income to be derived from television and/or web streaming shall be contracted with National AAU and executed by the President and by the Secretary.
2. The gross proceeds, less all set-up, production and distribution costs incurred as a result of or in connection with the television shall be divided as follows:
  - a. 45% shall be distributed between the national sports committee and the host club as determined by the national sport committee.
  - b. 45% shall be retained by the AAU.
  - c. 10% shall be distributed to the appropriate District.

## **VII. WEBSITES AND SOCIAL MEDIA.**

**A. Website Content.** Information on AAU websites shall be limited to AAU business, programs and operations. Any AAU website that contains material content that is not about the AAU shall be in violation of this policy. If a District website is found to be in violation, staff shall notify the District of the violation. If the website is not corrected immediately the District is in violation of the Code and subject to disciplinary action.

1. **Website Control.** All websites controlled by the National Sport Committees, Districts and District Sport Committees must provide to the AAU Information Systems Department, the user name and passwords for access to the domain name and ftp hosting site. Any website found to have inappropriate material, logos, or content of any kind may be modified or shut down by the AAU Information Systems Department. The AAU shall have the discretion in determining whether the website content is appropriate.
2. **Club Information on Websites.** All club directories published on a website must be approved by the AAU National Office.
3. **Website Domain Name.** The AAU of the U.S., Inc. shall own all domain names created and used by the AAU, its Districts, the National Sport Committees and District Sport Committees. This means that the registration shall show the AAU as the registrant and administrator of the website and that the control and management of the website belongs to the AAU. The AAU has the right but not the duty to grant access back to the District, the National or District Sport Committee to manage the website.

## **B. Social Media.**

1. National Sport Committee social media sites may be created by the National AAU. Upon appropriate approval, National Sport Committee designees may be eligible to update social media.
2. Districts and District Sport Committees may establish social media sites. The District or District Sport Committee must designate an individual to monitor the site for content. The AAU may require the District and/or District Sport Committee to remove content.

**VIII. DEFENSE POLICY.** It is the policy of the AAU to defend the National and District Officers, members and volunteers, or other appropriate persons from civil actions arising from their authorized activity on behalf of the AAU. This Defense Policy is conditional in the following particulars:

- A. The entity seeking the defense must have complied with the provisions of the AAU Code while engaged in the activity.
- B. The AAU will not defend any matter relative to drug testing. No license will be granted for an event that involves drug testing unless the National Sport Committee has first acquired, at its own expense, a liability insurance policy which designates the AAU as an insured, and which has been accepted by the Board of Directors in the exercise of its sole discretion.
- C. The AAU may provide a defense under a “reservation of rights” in which the defense is conditioned upon the continued compliance with the AAU Code, and cooperation with the Officers, and Counsel of the AAU.
- D. If any of the conditions of this Policy are not met, the AAU can deny or terminate the defense, and is entitled to recover any expenses incurred from making the defense.
- E. If the AAU provides a defense for any person or entity (through its insurance carrier or otherwise), the National AAU shall have the absolute right in its sole discretion to conduct and/or direct the defense of the matter as it sees fit, including but not limited to the right to settle the case. The person or entity being defended herein grants to the AAU a limited power of attorney to execute any documents (as) necessary to carry out the content and intent of this policy. [Added 10/08]

## **IX. MANAGEMENT OF EMERGENCY SITUATIONS.**

- A. In the event of emergency or catastrophic situations, the President of the AAU shall serve as the primary spokesperson for the organization. If the President is not available, then the person or persons designated by the President shall become the contact person and the designated person will communicate with the President, and act as spokesperson if the President is unable to do so.
- B. In the event of an emergency, the following steps shall be followed:

1. Notify the President of the AAU or the President's designee if the President cannot be reached. The spokesperson will then notify all appropriate parties.
2. Coaches, officials, or other volunteers at all levels, are not to comment on the matter until advised by the national spokesperson.
3. In the event of an injury do not comment or speculate as to injury severity.
4. Refer all media inquiries and questions to the AAU spokesperson.
5. Refer all investigative questions to the AAU spokesperson. This includes questions concerning insurance, claims, etc.
6. Any written statement must be reviewed by AAU Counsel prior to release. The statement should be factual, contain no speculation, and be approved by the AAU spokesperson.
7. The following procedures should be used when investigating an accident or incident:
  - a. Evidence should be preserved (i.e. faulty equipment, etc.) if possible
  - b. Identify all witnesses. Obtain name, address and phone numbers.
  - c. An accident description in the injured person's own words is extremely helpful.
  - d. If an athlete is involved in a serious injury, his/her parents or legal guardian should be notified immediately. Sympathy and concern are important during any family contact.
  - e. Notify the National AAU within 24 hours of any incident regardless of liability or severity. The spokesperson will notify the insurance carrier.

**X. PROCEDURES FOR NOMINATION AND ELECTION OF NATIONAL OFFICERS, DISTRICT OFFICERS, DISTRICT SPORT DIRECTORS, AND OTHER DISTRICT OFFICES AND RECOMMENDATION OF THE NATIONAL SPORT CHAIRS.**

**A. Credentialing at the AAU Convention meetings.**

1. The National Convention Chair/Credentials Chair will be responsible to ensure that credentialing is done by the national staff for all meetings where the election of two or more individuals will take place. This will include National Sports Committees, Zone Committees, Governors Council, or any meeting requested by the Chair of said committee.
2. The National Convention Chair/Credentials Chairs will supervise and ensure that the credentialing process for Congress is established and supervised by the National Convention Chair/Credentials Chair.

**B. National Officers.**

1. **Qualifications.** Nominees must be a member of Congress.
2. **Nominations.**

- a. Only Districts and National Sport Chairs may nominate candidates for National Office. Nominations by the District must be reflected in the District's Board of Managers Biennial Meeting minutes.
  - b. Candidates may be nominated for not more than two offices. The application for office shall include disclosure of all offices for which the candidate is being nominated.
  - c. The National Secretary shall send notice and an application for office form to the Districts and National Sport Chairs by April 1<sup>st</sup>, the year before each election.
  - d. The deadline for nominations is August 15<sup>th</sup> prior to the meeting of Congress. The nominating party must submit the application along with a written acceptance by the nominee and a brief biography stating the nominee's qualifications for the office.
- 3. Candidate Verification and Announcement of Candidates.** The Chair of the Nominations and Elections Committee shall verify who is eligible to run for office. Any disputes about eligibility shall be decided by the National Board of Review. The National Secretary shall forward the names of the nominees and their biographies to all delegates to Congress on or before September 10th.
- 4. Use of the AAU Database during Campaign and Campaign Materials.**
- a. Except as set out below, the current officeholder (incumbent) shall not make use of any AAU mail list, database information, etc., for the purposes of running or campaigning for office.
  - b. Candidates who wish to distribute campaign information to current members of Congress may request assistance through the AAU Compliance Department. The Compliance Department will facilitate a maximum of three (3) electronic mail blasts (eblasts). To use the eblast system, the candidate shall electronically submit a copy of the material he/she wishes to distribute in a form established by the AAU Information Technology (IT) Department. The Compliance Department shall forward the material to the Nominations and Elections Chair who shall review the material submitted. The Nominations and Elections Committee has sole discretion to approve, or disapprove the content. Content may not include personal attacks against any other candidate or other derogatory comments or language. The Compliance Department is not responsible for spelling and/or grammatical content. The eblast process may take up to 10 working days to prepare and send. If this service for the candidate becomes controversial or contentious, the Nominations and Elections Chair has the sole right to not process the request. The decisions throughout the process are unappealable. The Nominations and Elections Chair is not required to keep a case file as to why the service was not provided. Candidates will be notified that the content was not approved and may correct and re-submit the content.
  - c. Materials (flyers, brochures, apparel, election novelty items, etc.) to be used for campaign purposes during the AAU Convention must be forwarded for approval to the AAU Compliance Department. The Compliance Department shall forward the material(s) to the Nominations and Elections Committee to review the material submitted and has sole discretion to approve, or disapprove the content. Content may not include personal attacks against any other candidate or other derogatory comments or language. Neither the Compliance Department nor the Nominations and Elections Committee is responsible for spelling and/or grammatical content. The decisions of the Nominations and Elections Committee throughout the process are unappealable. The Nominations and Elections Chair is not required to keep a case file as to why the

material was not approved. Candidates will be notified that the material was not approved and may re-submit revised materials.

**5. Elections.** Elections will be conducted under the supervision of the Nominations and Elections Committee. Electronic voting or written ballots may be used to conduct the election. If there is only one candidate for office, the vote for that office may be taken by a voice vote.

- a. Delegates must be seated in the designated area in order to vote.
- c. If no candidate receives a majority of the votes, a run-off will be held until a candidate receives a majority of votes. In the run-off election, the candidate receiving the fewest votes shall be dropped.
- d. Election results will be sealed and stored at National Headquarters for a period of one year after elections.

**6. Election Procedures.** On Election Day the candidate(s) for office will be allowed a maximum of five (5) minutes to speak. Order of speeches for each office will be determined by draw.

### **C. District Officers.**

**1. Qualifications.** Nominees must be a member of the Board of Managers.

#### **2. Nominations.**

- a. Only current Club Representatives, Officers, and District Sport Directors may nominate candidates for District Office.
- b. Candidates may be nominated for more than one office. The application for office shall include disclosure of all offices for which the candidate is being nominated.
- c. A notice of election and an “Nomination for Office” form shall be forwarded to each current Club Representative, current Officer, and District Sport Directors not less than 60 days or more than 70 days before the Biennial Meeting in May or June.
- d. The deadline for receiving nominations is thirty (30) days prior to the District’s Biennial Board of Managers meeting. The nominating party must submit the application along with a written acceptance by the nominee and a brief biography stating the nominee’s qualifications for the office. The nominating party shall indicate its category of membership on the District Board of Managers. All nominations which do not include the required information shall be considered incomplete and the candidate will not be eligible to run for office. Nominations shall be submitted to the District Nominations and Elections Committee Chair with a copy to the District Secretary.
- e. In the event that no eligible nomination has been submitted for a particular office of the District, the current office holder shall continue in office until the next Biennial Meeting, or until a Special Meeting is called to elect the successor. If the current office holder chooses not to continue in office, then there is a vacancy. The vacancy will be filled as prescribed in the Constitution with an appointment made by the District Executive Committee until the next Board of Managers meeting where an election will be held to fill the balance of the unexpired term. [Added 10/06]



### **3. Nominee Verification.**

- a. The District Nominations and Elections Chair and the District Secretary shall jointly verify who is eligible to run for office. If the Chair and the Secretary do not agree, a ruling will be made by the AAU National Board of Review.
- b. For the Biennial Board of Managers meeting, the Nominations and Elections Committee shall compile the list of candidates for office and have copies of the biography and nomination form for each candidate for office available for all members of the Board of Managers.

### **4. Use of the AAU Database during Campaign and Campaign Materials.**

- a. The current officeholder (incumbent) shall not make use of any AAU mail list, database information, etc., for the purposes of running or campaigning for office.
- b. Candidates who wish to distribute campaign information to current members of the Board of Managers may request assistance through the AAU National Office. The Compliance Department will facilitate a maximum of one electronic mail blast (eblast). To use the eblast system, the candidate shall electronically submit a copy of the material he/she wishes to distribute in a form established by the IT Department. The District Nominations and Elections Committee Chair shall review the material submitted and has sole discretion to approve, or disapprove the content. Content may not include any personal attacks or other derogatory comments or language. Neither the Compliance Department nor the District Nominations and Elections Committee is responsible for spelling and/or grammatical content. The eblast process may take up to 10 working days to prepare and send. If this service for the candidate becomes controversial or contentious, the District Nominations and Elections Chair has the sole right to not process the request. The decisions throughout the process are unappealable. The District Nominations and Elections Committee is not required to keep a case file as to why the service was not provided. Candidates will be notified that the content was not approved and may correct and re-submit the content.

### **5. Election Procedures.**

- a. On Election Day each candidate for office will be allowed a maximum of three (3) minutes to speak. Order of speeches for each office will be determined by draw. If there is only one candidate for office, the vote for that office may be taken by voice vote.
- b. Order of elections is Governor, Lieutenant Governor, Secretary, Treasurer and Registrar. If the District has authorized additional officers, the order of election for the additional officers shall be as the District determines.
- c. Elections will be conducted by written ballot under the supervision of the District Nominations and Elections Committee. If there is only one candidate for office, the vote for that office may be taken by a voice vote.
- d. The District Nominations and Elections Committee shall determine the procedure for distribution of ballots.
- e. If no candidate receives a majority of the votes, a run-off ballot will be held until a candidate receives a majority of votes. In the run-off election, the candidate receiving the fewest votes shall be dropped from the ballot.

- f. For a run-off during the election, the announcement of the run-off candidates and the ballots will be given out simultaneously. There will be a different color ballot for the run-off election.
- g. All ballots will be sealed and stored with the District Secretary, or at a place that the District Secretary designates for a period of one year after the election(s).

#### **D. District Sport Directors.**

**1. Qualifications.** Nominees must be a current member of the District Sport Committee.

**2. Nominations.**

- a. Only current Club Representatives and the current District Sport Director may nominate a candidate for the District Sport Director.
- b. Sixty (60) days before the date of the Annual Sport Committee meeting, if there are 5 clubs registered in the sport, the District Secretary shall send notice of the upcoming election, and an “Nomination for Office” form to the Club Representatives of the District Sport Committee and the current District Sport Director. If there are not 5 clubs registered with the sport in the District, the Governor shall appoint the Chair.
- c. The deadline for receiving nominations is as of thirty (30) days prior to the date of the District’s Sport Committee’s Biennial meeting. The nominating party must submit the application along with a written acceptance by the nominee and a brief biography stating the nominee’s qualifications for the office. The nominating party shall list current club and individual membership information on the nominating form. Nominations shall be sent to the District Secretary with a copy to Nominations and Elections Chair and the District Sport Director.
- d. In the event that no eligible nomination has been submitted for the position of Sport Director, a vacancy is created. Unless the Sport Committee operating rules specifically provide for a method of filling the vacancy, the Director is appointed by the Governor, with the approval of the National Sport Chair. The position will again be subject for election at the next Sport Committee Biennial Meeting, and the person elected shall complete the term.

**3. Nominee Verification and Announcement of Candidates.** The Nominations and Elections Chair and the District Secretary shall jointly verify who is eligible to run for office. If the Chair and the Secretary do not agree, a ruling will be made by the AAU National Board of Review.

**4. Use of the AAU Database during Campaign.**

- a. The current officeholder (incumbent) shall not make use of any AAU mail list, database information, etc., for the purposes of running or campaigning for office.
- b. Candidates who wish to distribute campaign information to current year member club contacts may request assistance through the AAU National Office. The Compliance Department will facilitate a maximum of one electronic mail blast (eblast). To use the eblast system, the candidate shall electronically submit a copy of the material he/she wishes to distribute in a form established by the IT Department. The District Nominations and Elections Committee shall review the material submitted and has sole discretion to approve, or disapprove the content. Content may not include any

personal attacks or other derogatory comments or language. Neither the Compliance Department nor the District Nominations and Elections Committee is responsible for spelling and/or grammatical content. The eblast process may take up to 10 working days to prepare and send. If this service for the candidate becomes controversial or contentious, the District Nominations and Elections Committee has the sole right to not process the request. The decisions throughout the process are unappealable. The Nominations and Elections Chair is not required to keep a case file as to why the service was not provided. Candidates will be notified that the content was not approved and may correct and re-submit the content.

## **5. Election Procedures.**

- a. For Election Day, the District Sports Director shall prepare written ballots (including run-off ballots) for the election of the District Sport Director office and bring them to the meeting.
- b. On Election Day, if there is no quorum (5 club representatives in attendance), no election is held and the Governor shall appoint the Sport Director. If there is a quorum, the election shall proceed.
- c. The members present on Election Day shall elect by majority vote a “Voting Supervisor” to conduct the election and two other individuals to count the ballots under the supervision of the elected voting supervisor.
- d. Each candidate will be allowed a maximum of three (3) minutes to speak. Order of speeches will be determined by draw held by the Voting Supervisor.
- e. Elections will be conducted by written ballot. If there is only one candidate for office, the vote for that office may be taken by a voice vote. The District Nominations and Elections Committee may assist with the election procedure.
- f. The District Sport Committee operating rules shall determine the procedure for distribution of ballots.
- g. If no candidate receives a majority of the votes, a run-off ballot will be held until a candidate receives a majority of votes. In the run-off election, the candidate receiving the fewest votes shall be dropped from the ballot.
- h. For a run-off during election, the announcement of run-off candidates and the ballots will be given out simultaneously. There will be a different color ballot for the run-off election.
- i. All ballots will be sealed, forwarded and stored with the District Secretary, or at a place that the District Secretary designates for a period of one year after the election.

## **E. Nomination for National Sport Chairs.**

1. The Chair of a National Sport Committee is elected by the National Sport Committee at the AAU Convention in the same year that the National Officers are elected. If no nomination is received for a National Sport Chair or there is a vacancy for any other reason, the National Sport Chair shall be appointed by the President with the approval of the majority of the National Officers. All National Sport Committees shall follow the procedures adopted in this policy for the election of the National Sport Chair.
2. **Qualifications.** Nominees must be both a member of Congress and the same National Sport Committee to be eligible to serve as National Sport Chair.

## **3. Nomination Form.**

- a. Only members of the National Sport Committee and the current National Chair may submit a nomination form for National Sport Committee Chair.
  - b. The National Secretary shall send notice and a nomination form to members of the National Sport Committee by April 1<sup>st</sup>, the year before the election is made.
  - c. The deadline to submit the nomination form is August 15<sup>th</sup> prior to the start of the National Sport Committee meeting. The nominating party must submit the nomination form along with a written acceptance by the nominee and a brief biography stating the nominee's qualifications for the position.
- 4. Announcement of Nominees.** The National Secretary shall forward the names of the applicants and their biographies to all members of the National Sport Committee on or before September 10<sup>th</sup>.
- 5. Voting.** The vote for National Sport Chair election shall be conducted by electronic voting or written ballot under the supervision of the Nominations and Elections Committee. If there is only one applicant for National Sport Chair, the vote may be taken by a voice vote.
- 6. Voting Procedures.** The following procedures shall be adhered to:
- a. **Speeches.** On the day of the vote, the candidates for National Sport Chair will be allowed a maximum of three minutes to speak. Order of speeches will be determined by draw.
  - b. Delegates eligible to vote must be seated in the designated area in order to vote.
  - c. If no candidate receives a majority of votes, a run-off will be held until a candidate receives a majority of votes. In the run-off election, the candidate receiving the fewest votes shall be dropped from the ballot.
  - d. All ballots will be sealed and stored at National Headquarters for a period of one year after the vote.

## **F. Zone Representative**

- 1. Qualifications.** Nominee must be a member of Congress. To be eligible to serve as Zone Representative, the nominee must be a representative of the same zone.
- 2. Nominations.**
  - a. Only Districts, District Governors and National Sport Chairs may nominate Zone Representatives. Districts and District Governors may only Nominate Zone Representatives from their same Zone. Nominations by the District must be reflected in the District's Board of Managers Biennial Meeting minutes.
  - b. The National Secretary shall send notice and a nomination form to Districts and Governors by April 1<sup>st</sup>, prior to the meeting of Congress.
  - c. The deadline for nominations is August 15<sup>th</sup> prior to the meeting of Congress. The nominating party must submit the nomination form along with a written acceptance by the nominee and a brief biography stating the nominee's qualifications for the office.
- 3. Candidate Verification and Announcement of Candidates.** The Chair of the Nominations and Elections Committee shall verify who is eligible to run for office. Any disputes about eligibility shall be decided by the National Board of Review. The

National Secretary shall forward the names of the nominees and their biographies to all Governors and Districts within each Zone on or before September 10<sup>th</sup>.

#### **4. Elections.**

- a. Elections will be conducted under the supervision of the Nominations and Elections Committee. If there is only one candidate for office, the vote for that office may be taken by a voice vote.
- b. Eligible delegates will vote for Zone Representatives within their same Zone.

#### **5. Voting Procedures.** The following procedures shall be adhered to:

- a. Speeches. On the day of the vote, the candidates for Zone Representatives will be allowed a maximum of three minutes to speak. Order of speeches will be determined by draw.
- b. Delegates eligible to vote must be seated in the designated area in order to vote.
- c. If no candidate receives a majority of the votes, a run-off will be held until a candidate receives a majority of votes. In the run-off election, the candidate receiving the fewest votes shall be dropped.
- d. Election results will be sealed and stored at the National Headquarters for a period of one year after elections.

### **G. District Governors Council Representatives (Co-Chairs of the District Governors Council)**

#### **1. Qualifications.**

- a. Nominee of District Governors Council Representative of Zone A & B must be a Governor in Zone A or B and a member of Congress.
- b. Nominee of District Governors Council Representative of Zone C & D must be a Governor in Zone C or D and a member of Congress.

#### **2. Nominations.**

- a. Only Districts and District Governors may nominate District Governors Council Representatives. Nominations by the District must be reflected in the District's Board of Managers Biennial Meeting minutes.
- b. The National Secretary shall send notice and a nomination form to Districts and Governors by April 1<sup>st</sup>, prior to the meeting of Congress.
- c. The deadline for nominations is August 15<sup>th</sup> prior to the meeting of Congress. The nominating party must submit the nomination form along with a written acceptance by the nominee and a brief biography stating the nominee's qualifications for the office.

- 3. Candidate Verification and Announcement of Candidates.** The Chair of the Nominations and Elections Committee shall verify who is eligible to run for office. Any disputes about eligibility shall be decided by the National Board of Review. The National

Secretary shall forward the names of the nominees and their biographies to all Governors and Districts on or before September 10<sup>th</sup>.

#### **4. Elections.**

- a. Elections will be conducted under the supervision of the Nominations and Elections Committee. If there is only one candidate for office, the vote for that office may be taken by a voice vote.
- b. Eligible delegates of District Governors Council Zone A & B will vote in the election for District Governors Council Representative of Zone A & B. Eligible delegates of District Governors Council Zone C & D will vote in the election for District Governors Council Representative of Zone C & D.

#### **5. Voting Procedures.** The following procedures shall be adhered to:

- a. **Speeches.** On the day of the vote, the candidates for District Governors Council Representatives will be allowed a maximum of three minutes to speak. Order of speeches will be determined by draw.
- b. Delegates eligible to vote must be seated in the designated area in order to vote.
- c. If no candidate receives a majority of the votes, a run-off will be held until a candidate receives a majority of votes. In the run-off election, the candidate receiving the fewest votes shall be dropped.
- d. Election results will be sealed and stored at the National Headquarters for a period of one year after elections.

### **XI. BUSINESS PRACTICES.**

#### **A.** The following business practices are required of the indicated entities.

1. No District, District Sport Committee, or National Sport Committee shall have its own 501(c) 3 determination letter; if they currently have a 501(c)3 determination letter, they must relinquish it immediately;
2. All AAU District(s) shall be unincorporated entities;
3. ~~The National AAU will become responsible for filing annually in all 50 states and the District of Columbia with DBA's listing the AAU Districts;~~
4. Each District must have its own EIN (Employer Identification Number);
5. AAU District Sports Committee(s) operating a bank account must have its own EIN, if it is not using the District EIN;
6. Any National AAU Sports Committee operating a National Championship event or any other event in the name of the committee and operating a bank account must have its own EIN;
7. Any AAU District Sports Committee(s) operating a bank account under the District's EIN must file a finance report to the District;
8. No organization shall use the EIN number of the Amateur Athletic Union of the U.S. Inc.;
9. All District(s), District Sport Committee(s), and National Sport Committee(s) desiring to be recognized as a 501(c)3 under the AAU of the US' group exemption must annually file the required request and consent form;

10. No District (s), District Sport Committee(s), National Sport Committee(s) will participate/operate charitable gaming without the express written consent of Board of Directors;
11. The District Charter application, District charter fee, District request and consent form, District location of assets report and directory report are due on August 1st annually.
12. All subordinates/affiliated organizations must file a Form 990 with the IRS annually;
13. The AAU shall have a level 3 club membership program with differing benefits;
14. Level 3 clubs shall not conduct directly or indirectly any gaming. The term gaming includes: Bingo, Beano, lotteries, pull-tabs, pari-mutual betting, Calcutta wagering, pickle jars, punch boards, tip boards, tip jars, certain video games, casino games, sport betting, etc.;
15. All subordinates/affiliated organizations must adhere to the AAU trademark policy;
16. Any District(s) or National Sport Committee(s) in violation of this policy shall forfeit voting rights at meetings of Congress.
17. No AAU District or Sport Committee shall own a vehicle.
18. All AAU Districts shall submit copies of (all of) their (IRS) 990 filings to the National AAU within ten (10) days of such filing(s); all such filing(s) shall be timely.
19. The AAU shall pay to the Districts fifty cents (.50) for each athlete registration in that District. These funds shall be made available to the District Sport Committee/Director of the sport in which the registration was credited. The funds shall be used to develop/promote the sport in the District. The District Sport Directors shall request reimbursement or payment from the District.
20. District representatives to Congress (delegates) and National Sport Committees representatives to Congress (delegates) must be finalized and submitted to the AAU on-site Office at the Convention no later than 8:00 p.m. the night before Congress meets. After this time no changes may be made.
21. At Board of Directors meetings and meetings held at the AAU National Convention, electronic voting may be used.

## **XII. EVENT LICENSING.**

- A. Practice.** For the purpose of AAU event licensing, “practice is organized and/or regularly scheduled sessions supervised at all times by a registered non-athlete member of the AAU and conducted for the purpose of preparing, training, instructing and conditioning only AAU member athletes for AAU licensed competitions. Tryouts and scrimmages are included as long as they meet all the requirements of the above definition.
- B. Supervision.** Supervision requires that an AAU non-athlete member (coach/instructor) be physically present at all times at the practice premises or site during each practice session. (The Supervisor must be an AAU member who has undergone a background check.)
- C. Event License Categories.** Events that are Licensed by the AAU shall be categorized as one of the following :
  1. Practice.
  2. Preliminary
  3. Invitational
  4. League
  5. Demonstration/Clinic

6. Multi-Sport/Sports Festivals
7. Tournament Series
8. District Championships
9. National AAU Events
10. National Sport Committee Events

- a. Championship Event
- b. Regional Event
- c. Super-Regional
- d. Grand Prix
- e. League
- f. Clinic/Demonstration
- g. Invitational
- h. International
- i. Other

**D. Event License Regulations.**

1. An event license may list only ONE (1) event category per license application. Event license applications which list more than one category will be denied.
2. A club must obtain appropriate membership in any District in which it wishes to license an event or conduct a practice or exhibition/scrimmage.

**E. National Championship Event Licenses.** The host organization awarded a National Championship event by the AAU must obtain the license for that event as of September 1st of the fiscal year the event is to be held. (The AAU fiscal year is September 1st through August 31st.) Exception: The National Sport Committee may choose to serve as the Host and license the event through its own Administrative club.

**XIII. INTERNATIONAL COMPETITION.**

- A.** The AAU authorizes National Sport Committees to participate in international events in the U.S. and abroad subject to the following:
1. National teams may represent the AAU at events outside the United States.
  2. AAU National Sport Committees may host international events.
- B.** International competition must receive prior approval from the National Registration Executive Committee.

**XIV. SPORT COMMITTEES.**

- A. Sport Status.** To qualify to have a National Sport Committee within the AAU, a sport shall have registered a minimum of 500 athletes during the previous calendar year and have



activity in four (4) or more chartered Districts. Sports which have not met these criteria are ineligible to conduct a National Championship event except as a part of the AAU Junior Olympic Games or other existing National Championship.

## **B. Procedure for Approval of New Sport Activity.**

1. The organization or group representing the sport which wishes to be part of the AAU forwards a proposal to the President of the AAU, as well as to the Chair(s) of the AAU Youth and/or Adult Sport Council(s). The proposal should contain the following:
  - a. Express a desire for the AAU to offer the sport.
  - b. Provide the general rules of the sport. State whether the sport utilizes NGB rules or other nationally known organization rules.
  - c. Specify the age groups, divisions (youth, adult, senior, masters), age determining dates and other primary eligibility rules.
  - d. List of key personnel who should be involved in setting up the sport.
  - e. Current participation numbers and estimate of number of registrations anticipated (individual athletes, clubs, etc.). Projection of schedule of events should be provided as well. The minimum number of registered athletes for acceptance is an overall total of 500 members registered in the sport from at a minimum of 4 Districts. Sports that have not met this requirement may petition to the National Officers with a specific plan to reach requirements.
2. The AAU President or ranking official will present the proposal to the Youth and/or Adult Sports Council, as well as the Insurance Committee for acceptance. If approved by the Council(s) the sport may receive probationary status for up to three years. Upon the completion of the probationary period, an evaluation should be made as to whether to recommend the sport for National Committee status.
3. The Sport Council makes a motion for Congress to approve the sport. With the approval of Congress, the new sport has National Committee status, which include voting privileges as provided by the Code.

**C. Special Meetings.** The National Sport Committee may hold a Special National Sport Committee meeting in odd years subject to the following provisions:

1. The meeting is called by the Chair following approval of the National AAU.
2. The National AAU has the right to coordinate the meeting and pick the site for the meeting.

**D. Sport Committee Meeting Order (Agendas).** The Regular National Sport Committee meetings, Special National Sport Committee meetings, and National Sport Committee Special meetings shall follow the meeting order (agenda format) as established by Code (Bylaw 9.5).

## **XV. JUDICIAL PROCEDURES AND RULES**

**A. Introduction.** Article III of the AAU Constitution establishes the structure of the Judiciary of the AAU. The responsibility of the Judiciary is to enforce the provisions of the Code, in a

manner that provides fairness to members of the Union. With this purpose, the following procedures and rules are established and are applicable to the Judicial Bodies of the AAU.

**B. Procedure during Hearings.**

1. In hearings before an Infractions Committee, a Judicial Officer, a District Review Committee or National Board of Review hearings, the presiding officer will establish the order of presentation for the evidence. Usually, the complaining party will first present its case, and the defending party will then present evidence. Each party may be allowed an opportunity to ask questions of the witnesses. Committee members may question witnesses, and may comment on the evidence.
2. A party or witness may be represented by an attorney, or any other person chosen by them for that purpose.
3. The persons conducting the hearing are not required to be attorneys, and the parties are not litigants. Therefore, formal rules of procedure and evidence are not applied. The purpose of a hearing is to provide an opportunity for the presentation of facts in a fair and reasonable manner so that the hearing body can ascertain the truth, and determine appropriate remedies. Decisions will not usually be disturbed on procedural grounds if the above elements of protection are reasonably provided.

**C. Infractions Committees and Judicial Officers.** The proper administration of a sports event frequently requires an efficient and often quick determination of issues. The operating rules of each Sport Committee (National and/or District) may establish an Infractions Committee or may permit the appointment of one or more Judicial Officers to consider violations occurring in the sport.

1. **Appointment.** The Judicial Officers or Infractions Committees acquire jurisdiction only if the Sport Committee has adopted a written operating rule establishing the jurisdiction of the Committee/Officers at an Biennial Meeting. The Officer can be the District Sport Director or any other AAU member. The sport rule(s) may provide that the Sport Director may appoint the Committee/Officers.
2. **Jurisdiction/Authority.** The Committee/Officers can conduct an inquiry as to violations (including sport rules, entry requirements and/or operating rules) relating to the sport.
3. **Proceedings.** The Officer (or designated Committee member) may investigate the matter by interviewing witnesses, examining documents, and/or reviewing circumstances. When possible, written statements should be acquired. The person(s) or club being accused shall be notified that a complaint has been made, and the nature of the complaint. The accused shall be given an opportunity to present evidence on its own behalf. A formal/evidentiary hearing is not required, but the Officer should maintain notes and records regarding the inquiry.
4. **Decisions.** Decisions should be in writing, and delivered to the affected parties. District level decisions must advise that appeals can be made to the District Review Committee. National Committee rulings can be appealed to the National Board of Review. Decisions are effective immediately unless a stay is issued by the appropriate appeal entity.
5. Infractions Committees and Judicial Officers in the field must act in a way that ensures the proper management of events, and Committee business. It is impractical to require

these volunteers to be bound by a set of formal procedural requirements. However, it is essential to the proper function of the Infractions Committee/Officers that the parties accused receive reasonable notice of the charge, that an opportunity to be heard is provided, and that notice of the right to appeal is conveyed or delivered with the decision rendered. Decisions should not be reversed on procedural grounds if those elements of protection are reasonably provided.

#### **D. District Review Committees**

- 1. Jurisdiction.** A matter can come before a District Review Committee by either a complaint, appeal, or upon the exercise of original jurisdiction.
  - a. Complaints.** Any person or club can file a complaint with the Review Committee. The Chair of the Committee shall review complaints to determine whether there is reasonable cause to believe that a violation has occurred and that there are some facts to support the allegation. If such finding is made, the Chair shall schedule the matter for a hearing by the Committee. If no reasonable cause is found the complaint may be dismissed. If the Chair does not find reasonable cause, the case will be considered anyway, upon the request of at least three (3) Review Committee members.
  - b. Appeals.**
    1. Any decision by a District Infractions Committee or Officer may be appealed to the District Review Committee.
    2. Appeals must be in writing, received not more than 20 days after the decision is issued, and shall be delivered with an appeal fee of \$100.00.
    3. The notice of appeal shall be delivered to the District Secretary who will notify the Review Committee Chair of the appeal, and forward the appeal fee to the District Treasurer.
  - c. Original Jurisdiction.** The Review Committee may exercise original jurisdiction to initiate a case when it finds reasonable cause to believe that a violation has occurred.
- 2. Hearings.** The Review Committee Chair shall schedule hearings and notify the Committee members and parties to the case. Hearings shall be scheduled not more than 45 days from: a) the date that Notice of Appeal was received by the District Secretary, or b) from the date that reasonable cause is found on a complaint.
- 3. Evidence.** The Chair shall preside at hearings, and shall rule on questions of evidence. The Chair may permit the introduction of any matter that is relevant to the facts of the case or the appropriateness of penalties. Evidence can be written or oral. Hearsay may be permitted. The Chair may make preliminary orders setting deadlines for submitting documents, witness lists or other appropriate parameters or limits to the evidence.
- 4. Decisions.** Decisions must be in writing, and distributed to all affected parties within 20 days of the conclusion of the hearing. The Decision shall contain notice of the right to appeal to the National Board of Review. Any such notice shall be sent to the National Board of Review, c/o AAU, P. O. Box 22409, Lake Buena Vista, FL 32830. Decisions are effective immediately unless a stay is issued by the National Board of Review.

**E. National Board of Review.** Matters are presented to the National Board of Review by appeal, upon the exercise of jurisdiction as established by Code, or by complaints filed directly with the Board.

- 1. Complaints.** A complaint is a statement in writing that alleges a violation of the AAU Code or AAU sport operating rule. Complaints received by the National Board of Review may be dismissed for lack of reasonable cause, referred to any other judicial body for action, or assigned to one or more hearing officers. The Chair, or persons delegated by the Chair may investigate facts of any matter before setting a hearing or referring the case.
- 2. Appeals.**
  - a. Filing Requirements.** Appeals must be in writing and must be submitted within 30 days of the date of the Decision being appealed. An appeal fee of \$250.00 (cashier's check or money order only) must be submitted with the appeal. The notice of appeal shall be delivered to and received by the National Office of the AAU within the appropriate time. The appeal fee will be refunded at the Chair's discretion.
  - b.** Appeals can be dismissed for lack of reasonable cause, referred to one or more hearing officers, or scheduled for hearing before the Board. In each case the Chair may issue evidentiary orders and set deadlines appropriate to the case.
- 3. Original Jurisdiction.** The National Board of Review may act on its own initiative to exercise jurisdiction over any matter or controversy arising within the AAU except the acts of Congress. If the National Board of Review asserts jurisdiction, the matter is removed from the jurisdiction of any other judicial body.
- 4. Hearing.** The Chair may schedule hearings, establish deadlines for submitting evidence, set parameters and limitations of evidence as appropriate.
- 5. Evidence.** The presiding officer will rule on all evidentiary and procedural matters to allow the parties a fair opportunity to present relevant information to support their position. The presiding officer may permit only evidence relevant to the facts of the case or the appropriateness of penalties.
- 6. Decisions.** Decisions will be in writing and will be distributed as directed by the Chair. The Decision shall contain notice of the right to appeal to the National Board of Appeals, c/o AAU, P. O. Box 22409, Lake Buena Vista, FL 32830. Decisions are effective immediately unless a stay is issued by the National Board of Appeals.

**F. Board of Appeals.**

- 1. Jurisdiction.** The Board of Appeals only considers appeals from Board of Review decisions.
- 2. Notice of Appeal.** Appeals must be in writing, must recite the grounds for appeal as set out in the AAU Code, must be filed within 30 days of the decision date, must be accompanied by an appeal fee of \$500.00 (cashier's check or money order only), and must be submitted to the National Office of the AAU.

3. The Board of Appeals will usually decide the appeal upon a review of the records. However, the Board may choose to seek additional information, schedule a hearing, interview witnesses, or take any other measures deemed helpful in arriving at a decision.
4. Decisions will be in writing, and will be distributed at the discretion of the Chair. Appeal fees may be refunded at the Chair's discretion.
5. The standard of review will be whether there is substantial evidence to support the decision of the Board of Review.

**G. Interpretation and Application of Policy.** The Chair of the National Board of Review may issue directives, interpretations, advisories, and orders to the judicial bodies or officers to assist in the proper application of the AAU Code, including its policies.

## **XVI. RE-DISTRICTING PROCEDURES.**

- A. Any change in District territory requires an amendment to AAU Bylaws in accordance with Article I of the AAU Constitution.
- B. Districts wishing to change their geographic boundaries must submit a request for Bylaw change to the National Headquarters to the attention of the National Secretary at least sixty (60) days before the Biennial Meeting of Congress. The request shall include :
  1. The territory that the District wishes to annex or discard.
  2. Any existing District which this annexation or discardance may impact.
  3. Rationale for the request.
- C. Upon receipt of a proposed change, the National Office shall notify the Chair of the Re-Districting Committee and the Governor of any District impacted by the proposal. Impacted Districts may respond in writing to the Chair of the Re-Districting Committee with a statement of their support or opposition to the proposal.
- D. The Re-Districting Committee deliberates the proposal and presents its recommendation to the Legislation Committee. As part of its deliberations the Re-Districting Committee may request a representative of all involved parties to appear before them.
- E. A District, after attempting to annex territory which is assigned to another chartered District, whose proposal fails, may not make a similar proposal for re-districting for at least four (4) years.

## **XVII. DISTRICT MANAGEMENT.**

- A. **Credentialing Eligible Voters at District Board of Managers and Sport Committee meetings:**
  1. Reports from the AAU database are not disputable.

2. The District Registrar and Secretary must validate club designation forms changing the club representative.

**B. District Filing of Minutes.** District minutes shall be submitted electronically using email. This applies to Board of Managers, Executive Committee and Sport Committee minutes.

## **XVIII. EVENT POLICIES.**

**A. Schedule Changes.** Participants in AAU events acknowledge that the dates and/or times (schedule for events) may change.

**B. Age Group/Skill Levels/Weight Classes and other as Defined by the Event Flyer/Sport Committee Rules.** Participants in AAU events acknowledge that events may be subject to change.

**C.** The AAU or event operators may take action in the event of fighting, threats, abuse (physical and verbal) and disruptive behavior. Anyone involved in such incidents, including but not limited to athletes, non-athletes, parents, spectators, officials, vendors, or other event attendees, at an AAU licensed event may be removed from the event. In addition the athlete(s) or teams associated with the persons involved in the incident may be disqualified from the licensed event. Further, the AAU and/or Event Host reserve(s) the right, in their sole discretion to remove or deny entry of/to any participant, coach, and/or spectator from any Event (site/venue), practice or meeting.

**D.** Handguns or other weapons are not permitted on the premises of AAU licensed events except for law enforcement officers in the exercise of their duties. Exception: Equipment utilized in competition.

**E. Medical Emergency.** In the event of a medical emergency and in the event there is not a parent, guardian, or authorized person available, the event operator may (but is not required to) grant permission for emergency treatment/hospitalization if believed necessary.

**F. National Championship Event Hosts.** From the time a host organization submits a bid for a National Championship event, through the time the event is held, the host organization must maintain a club membership in the appropriate category for the entire year (365 days or 366 days in a leap year). If Host does not comply, the event may be removed.

**G. District Qualifier Medals.** AAU medals shall be used at any licensed district qualifying event. Medals must be purchased through the AAU medal program or the license shall be denied/voided. District Athletics Championships events may use the Sports for All Forever medals at their District Qualifiers.

## **XIX. Whistleblower Policy**

This whistleblower policy is intended to encourage and enable directors, officers, employees and volunteers to report any action or suspected action taken by or within the AAU that is illegal, fraudulent or in violation of the AAU's policies.

- A. No Retaliation:** There shall be no retaliation against any director, officer, employee or volunteer as a result of such person who, in good faith, provides a report under this Policy.
- B. Reporting Procedure:** Reports should be submitted in writing to the Director of Compliance, who serves as the organization’s compliance officer.
- C. Compliance Officer:** The AAU’s Director of Compliance is responsible for ensuring that all written reports under this Policy are provided to the AAU’s Audit Committee or AAU’s Board of Directors.
- D. Confidentiality:** Reports under this Policy may be submitted on a confidential basis by marking the written report “Confidential”. Such reports will be kept confidential to the extent possible.
- E. Handling of Reported Violations:** The AAU’s Compliance Director will acknowledge receipt of the report to the person who submitted the report.
- F. Distribution:** This policy shall be distributed to all directors, officers, employees and volunteers who provide substantial services to the AAU.

**XX. Document Retention Policy**

It is and shall be the policy of the AAU and its subordinates that in regard to all documents, including but not limited to: hard copy, facsimile, and/or electronic media (or any other type of documentation, whether currently in existence or not) that all such documents, if related (or could reasonably be determined at the time of potential deletion/destruction to be related) to actual or potential litigation, shall be retained (i.e., not shredded, deleted, nor otherwise destroyed) during the pendency of any such litigation or during the statute of limitations for any such potential litigation. Litigation for the purposes of this Policy shall include both civil and/or criminal matters, whether federal or state.

Any and all documents not related to litigation shall be kept for at least the statutory required time or the time, if any, as set by the AAU Audit Committee, whichever is longer.

The National AAU may require such records/documents be forwarded for storage to the AAU National Office at its sole discretion.

**XXI. Conflict of Interest Disclosure Policy**

- A. Purpose:** This conflict of interest policy is intended to assure that the directors, officers, and key employees of the AAU act in the AAU’s best interest and comply with applicable legal requirements including but not limited to, the requirements set forth in Section 715 of the New York Not-For-Profit Corporation Law.
- B. Conflict of Interest Defined:** For purposes of this policy, a “conflict of interest” means, and will be deemed to exist in the following circumstances:

- 1. Outside Interests.** Any transaction, agreement or any other arrangement between the AAU or any affiliate of the AAU in which a Related Party has a financial interest.

**2. Gifts, Gratuities and Entertainment.** A related Party accepts gifts, entertainment or other favors from any individual or entity that (i) does or is seeking to do business with the AAU or (ii) under circumstances where it might be inferred that such action was intended to influence or possibly would influence the Related Party in performance of his or her duties. This does not preclude the acceptance of items or entertainment of nominal or insignificant value that are not related to any particular transaction or activity of the AAU.

**3. Defined Terms.** The following terms have the following meanings when used in the Policy:

- a. “Key Employee” means any person who is in a position to exercise substantial influence over the affairs of the AAU, as referenced in 26 U.S.C. Section 4958 (f)(1)(A) and further in CFR Section 53.4958-3(c), (d) and € or succeeding provisions.
- b. “Related Party” means (i) any director, officer, or key employee of the AAU of any affiliate of the AAU, (ii) any Relative of any director, officer or key employees of the AAU or any affiliate of the AAU and (iii) any entity in which any individual described in clauses (i) or (ii) has a thirty-five percent (35%) or greater ownership or beneficial interest or, in the case of a partnership or a professional corporation, a direct or indirect ownership interest in excess of five percent (5%).
- c. “Relative”, with respect to an individual, means his or her (i) spouse, ancestors, brothers and sisters (whether whole or half blood), children (whether natural or adopted), grandchildren, great-grandchildren and spouse of brothers, sister, children, grandchildren and great-grandchildren or (ii) domestic partners (as defined in Section 2994-A of the New York Public Health Law).

#### **C. Disclosure Procedures:**

1. Prior to a meeting of the Board of Directors or committee of the Board or of the AAU (a “Committee”) involved a conflict of interest, a Related Party having a conflict of interest will disclose all the facts material to the conflict of interest to the chairman of the Audit Committee or, if he or she deems appropriate, the chairman of the board. Such disclosure may be made in person, telephonically, in writing (including via email or similar media).
2. Conflict of interest disclosures shall be filed not less than annually by electronic means. See the AAU’s website at [www.aausports.org](http://www.aausports.org) in regard to details for filing.
3. The chairman of the Audit Committee of the board, as the case may be, will disclose the conflict of interest at the outset of any deliberations regarding the matter giving rise to a conflict of interest. Such disclosure must be reflected in the minutes of any such meeting at which the matter giving rise to such conflict of interest was discussed or voted on.

#### **D. Recusal:**

1. Any Related Party having a conflict of interest may not be present at or participate in the deliberation of such board, Committee or other meeting relating to a matter giving rise to such conflict of interest and prior to such discussions will recuse himself or herself from



such meeting. Further, a Related Party having a conflict of interest may not vote on any matter giving rise to such conflict of interest.

2. A Related Party having a conflict of interest may not attempt to improperly influence the deliberation or voting on a matter giving rise to such conflict of interest.

**F. Review of the Policy; Delivery of Conflict of Information Form:** (i) Each existing director of the Corporation will promptly, and annually thereafter complete, sign and submit and (ii) prior to his or her beginning to serve as a director, and annually thereafter, each new director will complete, sign and submit to the Secretary of the AAU a written statement identifying to the best of his or her knowledge, any entity or which such director is an officer, director, trustee, member, owner (either as a sole proprietor or a partner), or employee and with which the AAU has a relationship, and any transaction in which the AAU is a participant and in which the director might have a conflict of interest. Each year, the Secretary will provide the chairman of the Audit Committee with a copy of all completed information forms.

## **XXII. Youth Protection Handbook**

The AAU Youth Protection Handbook is adopted as National Policy. The President shall appoint an ad hoc committee to monitor the Handbook and ensure it remains in compliance with federal and state regulations and the AAU Code. The committee may recommend amendments from time to time which become effective upon approval of the President. The Handbook shall be set forth in Appendix F.