



Ultimate Bowls Championship  
**NZ Qualifier Player Agreement 2023**

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ULTIMATE BOWLS PTY LIMITED

## **PARTIES**

**ULTIMATE BOWLS PTY LIMITED** Company number 627 793 417 (**Ultimate Bowls**)

**ULTIMATE BOWLS UBC NZ QUALIFIER TEAM MEMBER** (**Player**)

## **BACKGROUND**

- A. Ultimate Bowls owns and operates the Ultimate Bowls Championship (UBC).
- B. The Player wishes to participate in a UBC New Zealand Qualifier event owned and run by Ultimate Bowls New Zealand Limited (NZBN 9429046876638).
- C. This Agreement records the terms on which Ultimate Bowls grants, and the Player accepts, the right to participate in a NZ Qualifier event.

### **1. Term**

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This Agreement is for the current calendar year only and automatically terminates on August 31<sup>st</sup> 2023.

### **2. Grant of Right to Participate in UBC**

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Ultimate Bowls grants, and the Player accepts, the right to participate in the UBC during the Term, subject to the terms and conditions set out in this Agreement.

### **3. Ultimate Bowls' General Rights and Responsibilities with respect to the Ultimate Week in Australia**

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- 3.1 Ultimate Bowls will:
  - 3.1.1 Plan, manage and host each Event at the venue.
  - 3.1.2 Organise a venue for each Event.
  - 3.1.3 Supply a pool of coloured bowls. However, there is no guarantee that a particular size and model will be available at all times.
  - 3.1.4 Develop, administer and enforce the UBC Rules and Regulations.
  - 3.1.5 Comply with all applicable Laws.
  - 3.1.6 Identify and provide all personnel, processes and resources required to meet its obligations under this Agreement.
- 3.2 Ultimate Bowls has the exclusive right to:
  - 3.2.1 Determine the schedule of Events in respect of each Tournament Year.

- 3.2.2 Amend the structure and format of the UBC during the Term, including the Rules and Regulations, Players' code of conduct, scheduling and location of Events and the timing of the UBC in any Tournament Year.

#### **4. Player's General Rights and Responsibilities**

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- 4.1 The Player will:
  - 4.1.1 Pay the nominated entry fee to enter the UBC NZ qualifying event. This is payable when the team entry is submitted.
  - 4.1.2 Acknowledge that winning a UBC NZ Qualifier Event grants the player and their two teammates the opportunity to play in one of the UBC events comprising the August Ultimate Week 2023.
  - 4.1.3 Be allowed to enter into more than one UBC NZ Qualifier event during the year.
  - 4.1.4 Acknowledge UBC corporate partners may email promotional material from time to time.
  - 4.1.5 Acknowledge Ultimate Bowls will take and may use photos and videos for promotional purposes.

#### **5. The winning team**

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- 5.1 The winning team of a UBC NZ Qualifying event will:
  - 5.1.1 Compete in one of the Events comprising the Ultimate Week in April 2023.
  - 5.1.2 Be provided with \$1650 NZD prizemoney to assist with flights
  - 5.1.3 Be provided with accommodation during the specified UBC main event.
  - 5.1.4 Be provided with lunches and dinners during the specified UBC main event.
  - 5.1.5 Play with the coloured bowls prescribed by UBC. A pool of coloured bowls will be available at the venue. However, there is no guarantee that a particular size and model will be available at all times.
  - 5.1.6 Represent New Lynn Bowling Club and associated sponsors during the UBC main event.
  - 5.1.7 Wear the team uniform provided by UBC management and not wear any clothing that clashes with UBC sponsors.
  - 5.1.8 Share the players' share of any prizemoney won by the team in the UBC main event (this is 10% per player).
  - 5.1.9 Abide by the UBC players' code of conduct agreement.
  - 5.1.10 Agree to the terms of the main UBC players' agreement (available to view on the UBC's player draft registration webpage).
  - 5.1.11 Select a replacement player or players from one of the other two teams that comprise the New Lynn Qualifiers squad should injury or any other unforeseen event prevent

one or more of the players from travelling. Ultimate Bowls will, however, make the final decision regarding replacement players.

## **6. Governing Law**

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This contract is made under the laws of Australia.

**EXECUTED as an Agreement by ULTIMATE BOWLS PTY LIMITED**