

AFL and AFLW Collective Bargaining Agreement

“2023 – 2027”

Australian Football League

ACN 004 155 211

and

**AFL Players’
Association Limited**

ACN 662 842 033

Table of Content

1.	Definitions and Interpretation	1
1.1	Definitions	1
1.2	Construction	13
2.	Application	14
3.	2017-2022 AFL CBA and 2019-2022 AFLW CBA	14
4.	Term	15
5.	AFL Rules	15
	PART C – TOTAL PAYMENTS AND BENEFITS	15
6.	Total AFL Player Payments and Benefits	15
6.1	Total AFL Player Payments	15
6.2	AFL Player Retirement Account	17
6.3	Payment of AFL Total Player Payments and Additional Services Agreements	17
7.	Total AFLW Player Payments and Benefits	17
7.1	Total AFLW Player Payments	17
7.2	AFLW Pregnancy and Parental Management Policy	18
8.	Additional Services Agreements	18
8.1	Interpretation	18
8.2	Additional Services Agreements	18
8.3	Additional Services Agreements Requirements	19
8.4	Guidelines for Additional Services Agreements	20
8.5	Club Additional Services Agreement Limits – AFL Players	20
8.6	Club Additional Services Agreement Limits – AFLW Players	21
9.	Employment Agreements	21
10.	Independent Agreements	22
11.	Player Development	23
11.1	Industry Governance Committee	23
11.2	Player Development Managers	25
11.3	Player Development Database	26
11.4	Mental Health and Wellbeing	26
12.	Injury and Hardship Fund	26
13.	Marketing Fund	28
14.	Additional Combined Payments and Benefits	30
	PART D – TERMS AND CONDITIONS OF EMPLOYMENT	30
15.	Terms and Conditions of Employment	30
16.	No Extra Claims	30
17.	Activities External to the AFL Competition and AFLW Competition	30
18.	Medical Records	32
18.1	Use, Disclosure and Storage of Medical Records	32

18.2	Electronic Records System	32
19.	Standard Playing Contract	33
19.1	AFL Standard Playing Contract	33
19.2	AFLW Standard Playing Contract	33
19.3	Restructure of AFL and AFLW Standard Playing Contracts	33
19.4	General	34
19.5	TPP inclusions and Match Incentives	34
20.	Code of Conduct	35
21.	Illicit Drugs Policy	35
PART E – PLAYER AND LIST MANAGEMENT		36
22.	AFL Player and List Management	36
23.	AFLW Player and List Management	36
24.	Delisting of Players	36
24.1	No Delisting Periods	36
24.2	Delisting Process	36
25.	Player Contract Information	38
25.1	AFL	38
25.2	AFLW	38
25.3	Confidentiality	39
26.	Player Tracking Devices	39
26.1	Players to Wear Technology	39
26.2	Use of Player Information – Broadcast	40
26.3	Use of Player Information – Clubs	40
26.4	Research, Performance and Integrity Use	41
26.5	No Further Use	41
26.6	Player has Right to Information	41
27.	Loss of Club Licence	42
28.	Competitive Balance Review	43
29.	Data Governance	44
29.1	Privacy Laws	44
29.2	Data Governance Review	44
PART F – COMMERCIAL AND GAME DEVELOPMENT		44
30.	Player Appearances and Use of Player Image	44
31.	Licensing and Marketing	45
32.	Broadcaster Access	46
PART G – MISCELLANEOUS		46
33.	Consultation	46
33.1	Changes to Rules	46
33.2	Changes to Soft Cap Manual	47
33.3	Changes to Fixture	47
33.4	Committees	47
33.5	AFL Commission	47

33.6	AFLPA Board	47
33.7	Workshop	47
33.8	Player Updates	48
33.9	End of Season Tribunal Review	48
34.	Research	48
35.	Accredited Agents	48
36.	AFLPA	49
36.1	Collection of AFLPA Membership Dues	49
36.2	Authority Form	49
36.3	Right of Entry	49
36.4	AFLPA Board	49
37.	Safe Working Environment	49
37.1	Club Obligations	49
37.2	AFL Reporting	50
37.3	Consultation with AFLPA	50
38.	Equality, Inclusion and Safety	50
38.1	Commitments	50
38.2	EIS Committee	50
39.	Non-Compliance	51
40.	Preliminary Grievance Resolution Process	52
41.	Anti-Avoidance	52
42.	Effect of Termination	52
43.	Governing Law	53
44.	Modification of Rights	53
45.	Notices	53
45.1	Method of Giving Notices	53
45.2	Time of Receipt	53
45.3	Address for Notices	53
46.	Amendment	54
47.	Waiver	54
48.	Severance	54
49.	Assignment	54
	Executed as an Agreement	55
	Schedule 1 – Financial Review	56
	Schedule 2A – Total AFL Player Payments and Benefits	57
1.	Total Player Payments	57
2.	Additional Services Agreements	57
3.	Base and Senior Match Payments	57
4.	2023 to 2024 Payments for AFL Players Drafted in 2021 and 2022	58
5.	2024 to 2027 Payments for AFL Players Drafted in 2023 to 2026	58

6.	Additional Services Agreement Eligibility for Third Year Players	62
7.	Rookie Players	62
7.1	Category A Rookie	62
7.2	Mid-AFL Season Draft	63
7.3	Category B Rookie	63
8.	Veteran Retiring AFL Players	64
9.	AFL Player Prize Money	64
10.	Match Tickets	65
10.1	AFL Premiership Season and AFL Finals Series (excluding AFL Grand Final)	65
10.2	Seating Location	65
10.3	AFL Grand Final	65
10.4	AFL Player Pass	66
11.	AFL Player Retirement Account	66
	Schedule 2B – Total AFLW Player Payments and Benefits	67
1.	Total Player Payments	67
2.	Additional Services Agreements	67
3.	AFLW Player Prize Money Pool	68
4.	Match Tickets	68
4.1	AFLW Premiership Season and AFLW Finals Series (excluding AFLW Grand Final)	68
4.2	AFLW Grand Final	68
4.3	AFLW Player Pass	69
	Schedule 3 – Additional Combined Payments and Benefits	70
1.	AFLPA Operating	70
2.	Licensing Minimum Guarantee	70
3.	Marketing Fund	70
4.	Player Development	70
5.	Injury and Hardship Fund	71
6.	AFLPA Hospitality	71
6.1	AFL Hospitality	71
6.2	AFLW Hospitality	72
7.	Grand Final Travel	72
8.	Champion Club	73
	Schedule 4 – Employment Terms and Conditions	74
1.	Times of Payment	74
1.1	Timing of AFL Player Payment	74
1.2	Timing of AFLW Player Payment	74
1.3	2023 Player Payment	75
1.4	General	75
2.	Deductions and Reimbursements	75

3.	Tools of Trade	76
3.1	Player's Tools of Trade	76
3.2	Club Footwear	77
3.3	Reimbursements for Tools of Trade	77
4.	Car Parking, Travel, Accommodation and Meals	77
4.1	Car Parking	77
4.2	Player Travel and Accommodation for Matches	78
4.3	AFLW Club Session Accommodation and Meals	79
5.	Relocation Allowance	80
5.1	Relocated Players	80
5.2	First Year Domestic Player Relocation Allowance – AFL and AFLW Players	80
5.3	Mid-AFL Season Draft Relocation Allowance – AFL Players	82
5.4	Non-First Year Player Relocation Allowance – AFL Players	82
5.5	Non-First Year Player Relocation Allowance – AFLW Players	83
5.6	Delisted Relocation Allowance – AFL and AFLW Players	83
5.7	First Year International Relocation Allowance – AFL and AFLW Players	84
5.8	Returning International Relocation Allowance – AFLW Players	85
5.9	General	85
6.	Annual and Long Service Leave	86
6.1	Post Season Leave	86
6.2	Other Leave Periods	87
6.3	Contact with Players, Access to Facilities and Rehabilitation of Injuries During Leave	88
6.4	Return from Post Season Leave – AFL Players	89
6.5	Miscellaneous	89
6.6	Variations to Leave	90
7.	Access to Players During Program – AFL Players	90
7.1	Standard Day Off	90
7.2	Standard Half Day Off	91
7.3	Break Between Matches	91
8.	Access to Players During Program – AFLW Players	93
8.1	Committed Hours	93
8.2	AFLW Season Timing	94
8.3	General Access	94
8.4	Induction and Preparation Period	95
8.5	AFLW Pre-Season Training Period	95
8.6	AFLW Season	96
8.7	Match Day	96
8.8	Outduction	96
8.9	Club Session	96
8.10	Inactive AFLW Players	97
8.11	AFL and AFLPA Review	97
9.	Insurance and Other Cover	98
9.1	Death or Total Permanent Disability	98
9.2	Private Health (Hospital and Extras)	98
9.3	Cover for Non-Listed Players	98
9.4	Excess Medical Costs	99

9.5	Insurance for Loss of Non-Football Earnings	100
9.6	Club Contact Person	101
10.	Injury Payments	101
10.1	Eligibility	101
10.2	Exclusions	102
10.3	Payment Value Formula Calculation	102
10.4	Operational Provisions	103
10.5	AFL Players Injured in the 2023 Football Year	104
10.6	Delisted Injured Players	104
11.	Termination Payment	106
12.	No Unjust Enrichment	109
13.	International Rules Matches	110
14.	Uncontracted Player	110
15.	Player Contribution to Camps and Trips	110
16.	Medical Care	110
16.1	Minimum Medical Standards	110
16.2	Medical Examination	111
16.3	Other Medical Care Obligations	111
17.	Second Tier – Minimum Health and Safety Standards	111
18.	Set Off Payments	112
	Schedule 5A – AFL Player and List Management	113
1.	AFL Player Lists	113
2.	AFL Inactive List	113
3.	First Year AFL Player Contracts	113
4.	Free Agency	114
5.	Exchange of AFL Players	114
6.	AFL Rookie Player Management	115
7.	Mid-AFL Season Trade Period	115
8.	2027 AFL Season Structure	116
	Schedule 5B – AFLW Player and List Management	117
1.	AFLW Season Structure	117
1.1	Definitions	117
1.2	2024 AFLW Season	117
1.3	2025, 2026 and 2027 AFLW Seasons	117
1.4	Calculation and Measurement of Averages	117
2.	AFL Obligations and Consultation	118
3.	AFLW Player Re-Signing and Trade Period	119
4.	AFLW Lists	119
5.	AFLW Free Agency	120

6.	Exchange of AFLW Players	120
	Schedule 6 – Commercial and Game Development	121
1.	Player Appearances	121
1.1	Player Appearances	121
1.2	Notification of Player Appearances	121
1.3	Credit for Player Appearances	123
1.4	Programming of Appearances	124
1.5	AFL Broadcaster Access Policy Appearances	125
1.6	Game Development Objectives	125
1.7	Reimbursement of Expenses	126
1.8	Cancellation of Appearance	126
1.9	Failure to Attend	127
1.10	No Conflict	127
2.	Use of Player Image	128
2.1	Interpretation	128
2.2	Player Use of Image Requirements	128
2.3	AFL Player Use of Image Requirements	129
2.4	AFLW Player Use of Image Requirements	129
2.5	Game Development and Promotion	129
2.6	Marketing Image	132
2.7	Featured Player	133
2.8	Video Footage	133
2.9	Club Sponsor Request Process	134
2.10	Intellectual Property Use Approval Process	134
	Schedule 7 – Licensing Guidelines	135
1.	General Principles	135
2.	Definitions	135
3.	General Arrangements	136
4.	Approvals	136
4.1	Automatic Player Approval	136
4.2	Other Approvals	137
4.3	Featured Player Product	138
5.	Finances	138
6.	Memorabilia	139
7.	Category Management/Market Development	139
8.	Player Signature	140
	Schedule 8 – Broadcaster Access Policy	141
1.	Match Day AFL Broadcaster and Accredited Media Access	141
1.1	Pre-Match Access	141
1.2	In-Match Access	141
1.3	Injury and Unavailability Updates	142
1.4	Post-Match Access – On-Field	142
1.5	Post-Match Access – General	143
1.6	Post-Match Access – Press Conference	143

1.7	General Access Requirements	144
2.	Non-Match Day Media Access	146
2.1	AFL Broadcaster Access	146
2.2	Player Commitments	146
2.3	Conditions of the Policy	146
2.4	Exceptional Circumstances Exemption	147
2.5	Coach Commitments	147
2.6	General Media Access	147
2.7	Injury Updates	148
2.8	Pre-Season	149
2.9	Post-Season	149
2.10	Trade Period	149
2.11	General	149
3.	Sanctions	150
	Schedule 9 – AFLW Pregnancy and Parental Management Travel Policy	151
	Objectives	151
	Pregnancy	151
	Parental Leave and Return to Play	152
	List Management	153
	Parental Management and Travel	153
	Medical Support	154
	Payment and Contracting	154
	Annexure A – Memorabilia Signing Guidelines	156
1.	Guiding Principles	156
2.	Signature Differentiation/Definitions	157
2.1	Fan Autograph	157
2.2	Player Signature	157
3.	Fan Autograph	157
3.1	The Club	157
3.2	The Fan	157
3.3	The Player	158
4.	Player Signature	158
5.	Categories of Club Memorabilia – Fan Autograph	158
5.1	Corporate Items	158
5.2	Charity Items	158
6.	Categories of Player Memorabilia – Fan Autograph	159
6.1	Team-Signed Products	159
6.2	Personal Items	159
6.3	Appearances	160
7.	Club Signing Sessions	160
8.	AFL Licensing Program	160

9.	Club Auction Items	161
10.	Premiership Team Arrangements	161
11.	Certification of Authenticity	162
12.	Reporting and Payment	164
	Annexure B – Minimum Medical Standards	165
1.	AFL and AFLW Competitions	165
2.	Club Doctors	165
2.1	Appointment	165
2.2	Medical Examination	165
2.3	Relationship between a Player, Club and Club Doctor	166
2.4	Treatments / No Needles	166
3.	Club Physiotherapists	166
4.	Club Trainers	166
5.	Medical Requirements for Match and Training Sessions	167
5.1	Doctors	167
5.2	Physiotherapists	167
5.3	Equipment	167
5.4	Ambulance	167
6.	Medical Records	167
7.	Second Medical Opinion and Refusal of Treatment	168
8.	Medical Safety Equipment	168
	Annexure C – Free Agency Rules	169
1.	AFL Free Agency Rules	169
1.1	AFL Free Agents	169
1.2	Restricted Free Agents	169
1.3	List of Free Agents and Restricted Free Agents	170
1.4	Movement of Free Agents	170
1.5	Movement of Restricted Free Agents	171
1.6	Compensation	173
1.7	Rule Compliance Paramount	173
1.8	Effect of Breach of Free Agency Rules	173
1.9	Definitions	173
2.	AFLW Free Agency Rules	175
2.1	AFLW Free Agency	175
2.2	Definitions	175
	Annexure D – Grievance Procedure	176
1.	Definitions	176
2.	Resolution of Grievances	176
3.	Procedure – Player/AFL Club Grievance	176
4.	Procedure – AFLPA/AFL Club Grievance	177
5.	Procedure – AFLPA/AFL Grievance	178

6.	Procedure – Player/AFL Grievance	178
7.	Procedure – Initiating Grievance Tribunal	179
8.	Composition	179
9.	Chair and Quorum	179
10.	Secretary	180
11.	Conditions Precedent	180
12.	Notification of dispute	180
13.	Compulsory Mediation	180
14.	Convening the Grievance Tribunal	181
15.	Hearing	181
16.	Facilities	184
17.	Further Determination	184
18.	Determination Final	184

Date

Parties

1. **Australian Football League** ACN 004 155 211 of 140 Harbour Esplanade, Docklands, Victoria, 3008 (**AFL**)
2. **AFL Players' Association Limited** ACN 662 842 033 of Level 2, 170 Bridport Street, Albert Park, Victoria, 3206 (**AFLPA**)

Background

- A. AFL is the controlling body of the AFL Competition and AFLW Competition.
- B. AFL, as the controlling body, has the power to bind the Clubs to this Agreement.
- C. AFLPA is the representative body of Players participating in the AFL Competition and AFLW Competition.
- D. AFL has entered into a Standard Playing Contract with each Player and their applicable Club. The Players agree to the terms of, and are bound to, this Agreement by virtue of each Player entering into a Standard Playing Contract.
- E. AFL and AFLPA entered into the 2017-2022 AFL Collective Bargaining Agreement as varied by Heads of Agreement dated 9 April 2020 and 20 November 2020 (**2017-2022 AFL CBA**).
- F. AFL and AFLPA entered into the 2019-2022 AFLW Collective Bargaining Agreement as varied and extended by Heads of Agreement dated 19 May 2022 and 17 February 2023 (**2019-2022 AFLW CBA**).
- G. The parties have negotiated the terms of a successor Collective Bargaining Agreement to supersede the 2017-2022 AFL CBA and 2019-2022 AFLW CBA on the terms and conditions set out herein.
- H. Fundamental to the agreement of the Parties is a mutual obligation not to make any further claims on each other, otherwise than in accordance with this Agreement, and the certainty associated with that obligation is of fundamental importance to both Parties.

Agreed Terms

PART A – DEFINED TERMS AND INTERPRETATION

1. Definitions and Interpretation

1.1 Definitions

The following words have these meanings in this Agreement unless the contrary intention appears:

2017-2022 AFL CBA means the 2017-2022 Collective Bargaining Agreement entered into by the Parties and as varied by Heads of Agreement dated 9 April 2020 and 20 November 2020.

2019-2022 AFLW CBA means the 2019-2022 Collective Bargaining Agreement entered into by the Parties and as varied and extended by Heads of Agreement dated 19 May 2022 and 17 February 2023.

5 Day Break Match has the meaning given in item 7.3(a) of Schedule 4.

5 Day Break Requirements has the meaning given in item 7.3(a) of Schedule 4.

Access Period means the period from the commencement of the AFLW Pre-Season and concluding on the commencement of AFLW Players' post AFLW Season Leave as set out in item 6.1(b)(i) of Schedule 4.

Accredited Agent means an agent accredited by the AFL Players' Association Agent Accreditation Board or such other body approved by AFLPA and whose accreditation is not suspended or cancelled.

Actual AFL Operating Surplus means actual AFL Revenue less actual AFL Operating Expenditure for the relevant period.

Additional Services Agreement means a Player marketing contract entered into in accordance with clause 8 of this Agreement.

AFL means Australian Football League ACN 004 155 211.

AFL Anti-Doping Code means the Australian Football Anti-Doping Code as amended by AFL from time to time.

AFL Broadcast Revenue Exclusions means those revenue items set out in item 2(a) of Schedule 1.

AFL Broadcasters means FTA Television and Subscription Television broadcasters, radio broadcasters and Internet and Mobile Media providers who have been licensed to telecast or broadcast Matches and/or operate and commercialise the AFL Website.

AFL Centralised Database means the central statistical database controlled by the AFL or a licensee of the AFL which stores performance data collected from players wearing GPS Units.

AFL Club means an entity holding a licence to field a team in the AFL Competition.

AFL Club Protected Sponsor has the meaning set out in item 2.5(a)(ii) of Schedule 6 of this Agreement.

AFL Club Revenue means the aggregated annual gross revenue of each of the AFL Clubs and calculated in accordance with Australian Accounting Standards but excluding AFLW Club Revenue.

AFL Commission means the Commission appointed pursuant to the Constitution of the AFL.

AFL Competition means the premier men's Australian football competitions conducted by AFL and includes the AFL Pre-Season Competition or AFL Practice Matches (if held), the AFL Premiership Season and the AFL Finals Series.

AFL Consumer Products Department means the AFL department that runs the AFL Licensing Program.

AFL Digital Media Properties means all online and mobile properties developed or published by AFL for consumption on the AFL Telstra Network and/or for third party websites and mobile applications.

AFL Finals Series means the series of AFL Matches played at the conclusion of the AFL Premiership Season to determine the premier AFL Club in each AFL Season or any like successor competition howsoever titled.

AFL Forecasts means the financial forecasts for the period 1 November 2022 to 31 October 2027 prepared by AFL detailing forecast revenue and forecast operating expenditure of AFL for the period and forecast revenue of the Clubs for the period.

AFL Free Agency Rules means the rules relating to the movement of AFL Players between Clubs in certain circumstances as agreed by AFL and AFLPA and set out in Annexure C and any variation to those rules.

AFL Free Agent means a AFL Player who is deemed to be a free agent under the AFL Free Agency Rules.

AFL Gather Round means the round of the AFL Season where all AFL Matches in that round are played within the same State, with most of the AFL Matches played in one city (e.g. South Australia and Adelaide respectively as at the date of this Agreement).

AFL Inactive List means, in respect of each Club, the list of AFL Players referred to in item 2 of Schedule 5A.

AFL Intellectual Property means all registered and unregistered trademarks and brand names, designs and copyright and other industrial and intellectual property of AFL and each of the Clubs including, without limitation, all playing uniforms, on-field uniforms, Club shield logos, Club caricatures, Club nicknames, all AFL and AFLW logos, and all audio and visual recordings of Matches and events, including photographs taken under AFL media accreditation.

AFL Licensee means a person who has been granted a licence by AFL or otherwise with the approval of AFL to produce Product.

AFL Licensing Guidelines means the licensing guidelines agreed between AFL and AFLPA contained in Schedule 7 and any variation to such guidelines.

AFL Licensing Program means Licensing Activities conducted by the AFL Consumer Products Department or an AFL Licensee which incorporate AFL Intellectual Property, Club Intellectual Property, Player Intellectual Property and/or AFLPA Intellectual Property.

AFL List means in respect of each Club, any or all of its AFL Primary List, AFL Rookie List and Inactive List maintained by AFL.

AFL Marketing Image has the definition given in item 2.6 of Schedule 6.

AFL Match means any Match played between or directly or indirectly involving any Club in the AFL Competition.

AFL Non Broadcast Revenue Exclusions means those revenue items set out in item 2(b) of Schedule 1.

AFL Operating Expenditure means the sum of the expenses incurred by AFL in the normal course of its business for the relevant period determined in accordance with the accounting

principles and treatments applied in the AFL Statements of Profit and Loss and Other Comprehensive Income prior to this date (with the exclusion of expensing of Broadcast Contra, inter-department charges and flow through amounts).

AFLPA means the AFL Players' Association Limited ACN 662 842 033.

AFL Player means a Player of Australian Football who is or becomes contracted with an AFL Club or who is or becomes listed with the AFL as a Player with an AFL Club and specifically excludes International Scholarship players as that term is defined in the AFL Rules.

AFL Player Retirement Account means the retirement account administered by AFLPA and contributed to by AFL in accordance with item 11 of Schedule 2A.

AFL Premiership Season means the series of AFL Matches played at the conclusion of the AFL Pre-Season Competition or AFL Practice Matches (if held) and prior to the AFL Finals Series and for which premiership points are awarded or any like successor competition howsoever titled.

AFL Practice Matches means a series of inter-club AFL Matches between Clubs fixtured and controlled by the AFL (if held) played in the period preceding the AFL Premiership Season.

AFL Pre-Season Competition means a series of AFL Matches held between Clubs conducted prior to the AFL Premiership Season (if held).

AFL Pre-Season Supplemental Selection Period means the Pre-Season Supplemental Period as defined in the AFL Rules.

AFL Primary List means the Primary List as defined in the AFL Rules.

AFL Protected Sponsor means one or more of the four sponsors (or such greater number as agreed between AFL and AFLPA) of the AFL Competition nominated by the AFL in writing to AFLPA from time-to-time.

AFL Revenue means the aggregated annual gross revenue of AFL and calculated in accordance with Australian Accounting Standards excluding AFLW Revenue.

AFL Rookie Draft means the Rookie Draft Selection Meeting as set out in the AFL Rules.

AFL Rookie List means the Rookie List as defined in the AFL Rules.

AFL Rookie Player means an AFL Player who is included on the AFL Rookie List of an AFL Club in accordance with the AFL Rules.

AFL Rules means the AFL Rules and AFL Regulations of the AFL as determined from time-to-time by the AFL Commission save that if there is any inconsistency or conflict between the AFL Rules and this Agreement, this Agreement will, to the extent of such inconsistency or conflict, prevail.

AFL Season means the period from the date of the first AFL Match of the AFL Competition which for the purposes of this Agreement will include the AFL Pre-Season Competition or AFL Practice Matches (if held) and the AFL Premiership Season to the date of the Grand Final of the AFL Finals Series.

AFL Standard Playing Contract means the form of contract, as agreed between AFL and AFLPA, for the employment of an AFL Player by a Club to play Australian Football.

AFL Total Player Payments means the amount from time-to-time determined by the AFL Commission in accordance with the terms of this Agreement as the maximum aggregate amount or value of all Football Payments that may be given to or applied in any Football Year for the benefit of AFL Players with each Club and the Associates of such AFL Players.

AFL Venue means a venue at which an AFL Match is or is scheduled to be played.

AFL Website means the website presently located at the universal resource locator www.afl.com.au.

AFLPA means the AFL Players' Association Limited ACN 662 842 033.

AFLPA Intellectual Property means all registered and unregistered trademarks and brand names, designs and copyright and other industrial and intellectual property of AFLPA.

AFLW or AFLW Competition means the premier women's Australian Football competition conducted and includes the AFLW Premiership Season and the AFLW Finals Series".

AFLW Club means an entity holding a licence to field a team in the AFLW Competition.

AFLW Club Protected Sponsor has the meaning set out in item 2.5(a)(ii) of Schedule 6 of this Agreement.

AFLW Finals Series means the series of AFLW Matches played at the conclusion of the AFLW Premiership Season to determine the premier AFLW Club in each AFLW Season or any like successor competition howsoever titled.

AFLW Free Agency Rules means the rules relating to the movement of AFLW Players between Clubs in certain circumstances as agreed by AFL and AFLPA and set out in Annexure C and any agreed variations to those rules.

AFLW Free Agent means an AFLW Player who is deemed to be a free agent under the AFLW Free Agency Rules.

AFLW High Performance Football Commitments means High Performance Training or AFLW Match commitments.

AFLW Inactive List means in respect of each Club, the list of AFLW Players included on the inactive list in accordance with the AFLW Rules.

AFLW List means in respect of each Club, its AFLW Primary List, and if applicable, AFLW Rookie List maintained by the AFL.

AFLW Marketing Image has the definition given in item 2.6(a) of Schedule 6.

AFLW Match means any Match played between or directly or indirectly involving any Club in the AFLW Competition.

AFLW Player means a Player of Australian Football who is or becomes contracted with an AFLW Club or who is or becomes listed with the AFL as a Player with an AFLW Club.

AFLW Premiership Season means the series of AFLW Matches played at the conclusion of the AFLW Pre-Season and prior to the AFLW Finals Series and for which premiership points are awarded or any like successor competition howsoever titled.

AFLW Pre-Season means the Induction and Preparation Period and the AFLW Pre-Season Training Period.

AFLW Pre-Season Training Period means the Period commencing on the Training Start Date and ending on the Sunday before the first week of the first round of the AFLW Season.

AFLW Primary List means the list of AFLW Players referred to in the AFLW Rules.

AFLW Protected Sponsor means one or more of the four sponsors (or such greater number as agreed between AFL and AFLPA) of the AFLW Competition nominated by the AFL in writing to AFLPA from time-to-time.

AFLW Revenue means the AFL Revenue solely attributable to the AFLW Competition where that revenue is readily identifiable as such.

AFLW Rookie List has the meaning set out in the AFLW Rules.

AFLW Rules means the AFLW Rules as determined from time-to-time by the AFL Commission save that if there is any inconsistency or conflict between the AFL and/or AFLW Rules and this Agreement, this Agreement will, to the extent of such inconsistency or conflict, prevail.

AFLW Season means the period commencing on the Monday of the week of the first AFLW Match of the AFLW Premiership Season and ending on the date of the Grand Final of the AFLW Finals Series.

AFLW Standard Playing Contract means the form of contract, as agreed between AFL and AFLPA, for the employment of an AFLW Player by a Club to play Australian Football.

AFLW Team means the team which the Club is licensed to field in the AFLW.

AFLW Total Player Payments means the amount from time to time determined by the AFL Commission as the maximum aggregate amount or value of all Football Payments that may be given to or applied in any year for the benefit of AFLW Players with each Club and the Associates of such AFLW Players.

AFLW Trade Period means the period to occur in the months following each AFLW Season whereby Clubs may trade AFLW Players in accordance with item 3 of Schedule 5B.

AFLW Venue means a venue at which an AFLW Match is or is scheduled to be played.

Agreed Upon Procedures means a procedure in which a practitioner is engaged by a client to issue a report based upon specified procedures performed on subject matter as a result of the needs of specified practices and agreed between the practitioner and the specified parties.

Agreement means this agreement together with any annexures and schedules.

Appearances means the Player appearances as set out in item 1 of Schedule 6.

Approved Sponsor Promotion means promotion by AFL sponsors, AFLW sponsors or Club Sponsors of:

- (a) AFL, AFLW or Club;
- (b) sponsored AFL, AFLW or Club programs and properties including publication and promotion of sponsored awards (e.g. Rising Star);
- (c) AFL Matches and AFL events; or
- (d) AFLW Matches and AFLW events,

and the dominant purpose of the promotion is not the promotion of goods and services of an AFL sponsor, AFLW sponsor or Club Sponsor.

Assessable AFL Revenue means the AFL Revenue less the Revenue Exclusions other than the Club Revenue Exclusions.

Assessable AFL Club Revenue means the AFL Club Revenue less the Club Revenue Exclusions.

Assessable Revenue means the annual AFL Revenue and AFL Club Revenue less the Revenue Exclusions.

Associate of a Club has the same meaning as described in the AFL Rules.

Associate of a Player has the same meaning as described in the AFL Rules.

Associated Entities has the same meaning as that term is given in section 50AAA(1) to (4) (inclusive) of the *Corporations Act 2001* (Cth).

Australian Football means the football game defined in the “Laws of Australian Football” published by AFL.

Australian Privacy Principles has the meaning given in the *Privacy Act 1988* (Cth).

Authorised Officer has the meaning given in the AFL Rules.

Broadcaster Access Policy means the policy set out in Schedule 9 that governs Club and Player commitments to AFL Broadcasters as amended by AFL from time to time in consultation with AFLPA.

Category A Rookie has the meaning given in the AFL Rules.

Category A Rookie List has the meaning given in the AFL Rules.

Category B Rookie has the meaning given in the AFL Rules.

Category B Rookie List has the meaning given in the AFL Rules.

Club means a club licensed by the AFL to field a team in the AFL or AFLW Competitions, including any new clubs.

Club Doctor means the medical practitioner appointed by Club as its doctor.

Club Intellectual Property means all registered and unregistered trademarks and brand names, designs and copyright and other industrial and intellectual property of the relevant AFL Club.

Club Protected Sponsors means a Club’s AFL Club Protected Sponsors and AFLW Club Protected Sponsors.

Club Revenue Exclusions means those revenue items set out in item 2(c) of Schedule 1.

Club Rules means the rules, regulations, by-laws, and policies of, or approved or adopted by, the Club and any determinations of the board of directors of the Club, as amended from time to time.

Club Session means Club or AFL sessions including High Performance Training and Other AFLW Player Commitments but excluding AFLW Match commitments, Appearances, voluntary Club or AFLW sessions (whether or not such sessions occur using Club facilities) and Voluntary Use of Club Facilities.

Club Sponsors means a sponsor of the Club as advised by the Club from time to time.

Coaching Tactical System means the statistical analysis platform controlled by the AFL or a licensee of the AFL which provides coaching data analytics functions in connection with Player performance data collected via GPs Units during Matches.

Code of Conduct means the code developed by and agreed to by the AFLPA and AFL which is to be reviewed and agreed in accordance with clause 20.

Commencement Date means 1 November 2022.

Communication means distribution, transmission, broadcast, display, exhibition or performance of an audio visual program, and **Communicate** has a corresponding meaning.

Contra means any goods and services received by AFL or AFL Clubs under commercial agreements that are not paid for other than Cost Centre Contra.

Cost Centre Contra means any goods and services received in connection with AFL or AFL Club properties that are not paid for and for which AFL or Club has not previously received income and for which the relevant third party suppliers, customers or other partners have not been authorised by AFL or AFL Clubs any rights to use Player Image.

Draft has the same meaning as described in the AFL Rules or AFLW Rules, as may be applicable.

Emergency Player has the meaning given in the AFL Regulations.

Employment Agreement means an agreement between a Player and the AFL, a Club or an Associate of a Club to perform duties that are outside the scope of the CBA as provided in clause 9.

Excess Medical Costs means the difference between:

- (a) costs of any Club or AFL approved (such approval not to be unreasonably withheld) consultations, corrective surgery or rehabilitation treatment for a Football Injury; and
- (b) any lesser amount recoverable from Medicare and Player's Required Health Insurance (including extras cover) in respect of such Club or AFL approved consultations, corrective surgery or rehabilitation treatment for that Football Injury.

Featured Player means a Player who is the predominant or the central focus of the relevant image or footage.

First Year Player means a Player in their first AFL or AFLW Season (as applicable).

Football Department Expenditure Threshold has the same meaning as that term is given in the AFL Rules.

Football Injury means an injury or illness suffered by Player as a result of:

- (a) training or playing for their Club during the Term;

- (b) training or playing at the direction of their Club or AFL during the Term;
- (c) performing any Appearances pursuant to this Agreement;
- (d) travel required by AFL or the Club to perform any obligations pursuant to this Agreement; or
- (e) performing any other services in accordance with this Agreement.

Football Payments means in respect of a Player, any payment, consideration, advantage or other benefit directly or indirectly given or provided to, or applied for the benefit of, the Player or any Associate of the Player and which:

- (a) relates in any way to, or which is connected with, the Player's past, present or future services with a Club as a football player, or any agreement, arrangement or understanding for the Player to join a Club or to refrain from joining a Club; or
- (b) is so given, provided or applied by a Club, or by an Associate of a Club, unless the Player, the Club or the Associate of a Club proves to the satisfaction of the Investigations Manager that the payment, consideration, advantage or benefit was paid, given or provided to the Player, or applied for the benefit of the Player or any Associate of a Player, in consideration of bona fide:
 - (i) employment;
 - (ii) marketing; or
 - (iii) other services or rights;

not falling within paragraph (a), rendered by the Player (**Additional Services**).

Football Year means 1 November to 31 October in the relevant year.

FTA Television means a one way television broadcast, as part of a linear and continuous stream of television programming, provided by a commercial television broadcasting service (as defined in the Broadcasting Services Act 1992) under a commercial broadcasting licence (as defined in the Act), or other free to air television service contemplated by the Act, in each case now known or hereinafter devised, and including through over-the-air terrestrial broadcast spectrum, satellite or otherwise, whether in standard definition or high definition or otherwise, and intended for direct reception by the general public for no fee or charge.

Game Development and Promotion means one or more of the following purposes:

- (a) increasing participation in, and development of, Australian Football, such as developing and supporting appropriate pathways for all segments from Auskick to talent development and open age;
- (b) increasing Match attendance and viewership;
- (c) increasing AFL and Club membership;
- (d) building and improving community relations, specifically supporting leagues, clubs and schools to motivate volunteers, umpires, coaches, teachers and sports trainers for all levels of Australian Football to promote quality environments and also promoting

community engagement, education, leadership and employment initiatives, particularly in indigenous and multicultural communities; or

- (e) promotion of Australian Football, AFL, the AFLW or the Club.

General Counsel has the meaning as described in the AFL Rules.

GPS Unit means a global or local positioning system unit that is able to determine and track a Player's precise location and is suitable to be worn during exercise.

Grievance Tribunal means the Tribunal referred to in Annexure D of this Agreement.

High Performance Training means training, video sessions, skills, strength and conditioning, mandatory preparation, recovery, Club medical consultations.

Image includes a Player's image, name, nickname, picture, photograph, likeness, caricature, voice, reputation and identity.

Injury and Hardship Fund means the fund referred to in clause 12 of this Agreement.

Incremental AFL Operating Surplus means the amount the Actual AFL Operating Surplus is in excess of the Forecast AFL Operating Surplus.

Incremental Assessable Revenue means Assessable Revenue less Forecast Assessable Revenue.

Incremental AFL Assessable Revenue means AFL Assessable Revenue less Forecast AFL Assessable Revenue.

Incremental Club Revenue means assessable AFL Club Revenue less Forecast AFL Club Revenue.

Independent Agreement means an agreement which complies with the provisions of clause 10.

Induction and Preparation Period means the period during the AFLW Pre-Season before the AFLW Pre-Season Training Period.

Injury Payment means an eligible injury payment under item 10 of Schedule 4.

International Rules Match means a match between teams representing Australia and Ireland conducted under special international rules agreed between AFL and the Gaelic Athletic Association.

Investigations Manager has the same meaning as described in the AFL Rules.

Laws of Australian Football means the rules of Australian Football as determined by the AFL from time to time.

Leave means has the meaning given in item 6 of Schedule 4.

Licensing Activities means product sales, sales promotions and advertising and endorsement arrangements connected to product sales and sales promotions.

Licensing Minimum Guarantee means the minimum amount to be paid to AFLPA from the returns for AFL Licensing Activities and is more specifically detailed in item 2 of Schedule 3.

Match means any football match played between or directly or indirectly involving any Club, including without limitation any practice match, AFL Pre-Season Competition match, trial match, representative match or exhibition Match and State of Origin Match.

Match Incentive means any incentive payable to an AFL Player under their AFL Standard Playing Contract which is tied to the number of AFL Matches played by that AFL Player.

Milestone Match has the meaning given under the AFL Rules, acknowledging that 50 AFLW Matches will be considered a Milestone Match.

Minimum Medical Standards means the minimum medical standards agreed by AFL and AFLPA and set out in Annexure B and any variation to those standards agreed by AFL and AFLPA from time to time.

National Draft Selection Meeting has the same meaning as described in the AFL Rules.

Other AFLW Player Commitments has the meaning given in item 8.4(d) of Schedule 4.

Party means either the AFL or the AFLPA as the context dictates.

Perth Stadium means the Stadium located in Burswood, Perth, Australia which is used for Matches.

Player means an AFL Player and/or AFLW Player.

Player Image Rights Holder means any person, company, trustee, trust or any other entity that has a non-exclusive right to use or license the use of the image, name, likeness, photograph, reputation and identity of a Player, and is a party to a Standard Playing Contract.

Player Intellectual Property means Player Images (excluding uniforms), Player signatures and Player nicknames.

Player Milestone means any Featured Player celebration relating to a momentous occasion, significant achievement, number of games played, award or retirement (as reasonably determined by the AFL).

Post Training Accommodation has the meaning given in item 4.3(b) of Schedule 4.

Pregnancy and Parental Management Travel Policy means the pregnancy and parental management travel policy set out in Schedule 9.

Primary List has the same meaning as described in the AFL Rules or AFLW Rules, as may be applicable.

Primary Mental Healthcare Services means the primary mental healthcare services of low to moderate intensity provided to a patient to meet primary mental health needs (e.g. a psychologist in private practice).

Product means any product which is produced by an AFL Licensee.

Relocation Allowance means the relocation allowance amount that may be payable to a Player by their Club in accordance with item 5 of Schedule 4 in the manner provided by item 1 of Schedule 4.

Required Health Insurance means top-level private health (hospital and extras) insurance.

Revenue Exclusions means AFL Broadcast Revenue Exclusions, AFL Non Broadcast Revenue Exclusions, Club Revenue Exclusions, AFLW Revenue, Contra and Marvel Stadium Revenue as set out in item 2 of Schedule 1.

Review Adjustment Payment means a payment calculated and paid to AFLPA in accordance with item 4(a) of Schedule 1.

Schedule means a schedule to this Agreement.

Second Year Player means a Player in their second AFL or AFLW Season (as applicable).

Secondary Mental Healthcare Services means specialised mental healthcare services of moderate to high intensity provided to a patient to meet severe, complex or acute mental health needs. The service includes a team of interdisciplinary providers with specialist mental health experience, has fast tracked crisis pathways for acute services and enhanced clinical governance.

Senior Match means a Match played in the AFL or AFLW Premiership Season and/or in the AFL or AFLW Finals Series.

Special Purpose Revenue Statement means an audited revenue statement which details the actual Assessable Revenue and each relevant revenue that comprises actual Assessable Revenue and in the case of AFL is to include AFL Operating Expenditure and each relevant expense category that comprises AFL Operating Expenditure.

Sponsor of a Club means a person, corporation or entity from time-to-time holding the right, consistent with this Agreement, to display its name, reputation, image, products or services on any playing apparel of any Club or who or which is otherwise designated by a Club, consistent with this Agreement, to be a sponsor.

State Body has the same meaning as described in the AFL Rules.

State League Match means a match of Australian Football played between participating state league or community football clubs as part of AFL approved, state-based Australian Football competitions.

Term means the term as set out in clause 4 of this Agreement.

Third Year Player means a Player in their third AFL or AFLW Season (as applicable).

TPP Ratchet Clause means a clause in an AFL Standard Playing Contract or Additional Services Agreement pursuant to which any change in the AFL Total Player Payments limit or AFL Additional Services Agreement limit triggers a change to payments under that AFL Standard Playing Contract or Additional Services Agreement.

Training Start Date will be the date determined by AFL after genuine consultation with the AFLPA each year for the commencement of the AFLW Pre-Season Training Period.

Tools of Trade means Player's footwear (including boots and running shoes), gloves, sports bras, hair ties/clips and protective headwear (for example, helmets), but excludes fashion scrunchies and hats.

Voluntary Use of Club Facilities means the voluntary or personal uses of Club facilities and resources by AFLW Players as set out in the AFLW Rules, which include:

- (a) AFLW Player arriving to a session earlier than required (i.e. earlier than the time stipulated by Club, or earlier than is reasonably necessary to be ready when required);
- (b) AFLW Player choosing to do extra sessions at the Club, or outside the Club using Club resources;
- (c) time spent eating Club provided meals, if not required to be at the Club;
- (d) extra rehabilitation/rehabilitation AFLW Player chooses to complete (over and above what is expected or required by Club); or
- (e) any AFLW Player requested session.

1.2 Construction

- (a) In the interpretation of this Agreement, unless the contrary intention appears:
 - (i) words importing the singular will be deemed to include the plural and vice versa;
 - (ii) words importing persons will be deemed to include all bodies and associations, corporate or unincorporated and vice versa;
 - (iii) headings are included for convenience only and will not affect the interpretation of this Agreement;
 - (iv) any schedules, annexures and appendices are included in and form part of this Agreement;
 - (v) if a word or phrase is given a particular meaning, then cognate words and phrases have corresponding meanings;
 - (vi) unless otherwise agreed, all sums of money and payments referred to in this Agreement will be in Australian currency;
 - (vii) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day;
 - (viii) if an act prescribed under this Agreement to be done by a party on or by a given day is done after 5.00 pm on that day, it is taken to be done on the following day;
 - (ix) a reference to a Recital, clause, schedule, annexure or appendix is a reference to a Recital or clause of or schedule, annexure or appendix to this Agreement; and
 - (x) payments referred to are gross payments, rather than net of tax.
- (b) Where the meaning of various words and terms in this Agreement differ from the meaning given to the same or like words and terms contained in the AFL Rules or AFLW Rules, the meanings contained in this Agreement will prevail.
- (c) This Agreement is considered reasonable by AFL and AFLPA, but:
 - (i) each provision in this Agreement will be read and construed independently of the other provisions so that if one or more provisions is held to be invalid

as an unreasonable restraint or for any other reason whatsoever then the remaining provision will be valid to the extent that they are not held to be invalid; and

- (ii) if any such provisions are found to be invalid but would be valid if some part of the provision were deleted, such provisions will apply with such modification as may be necessary to make it valid and effective.

2. Application

- (a) This Agreement will apply to:
 - (i) AFL;
 - (ii) AFLPA;
 - (iii) each Club including any new Club to which the AFL issues a licence to compete in the AFL Competition or AFLW Competition; and
 - (iv) each Player employed by a Club.
- (b) The Parties warrant and represent to each other that each of them has full power and authority to enter into and to perform this Agreement and the entering into and performance of this Agreement does not contravene any contractual, legal or other obligations of them whatsoever. This Agreement constitutes a legal, valid and binding obligation on the Parties enforceable in accordance with its terms.
- (c) The Parties acknowledge that this Agreement has been negotiated and agreed on the basis of the licences issued to Clubs as at the Commencement Date. If AFL proposes to issue any additional licences to Clubs to compete in the AFL Competition or AFLW Competition prior to the expiry of this Agreement, it must notify AFLPA as soon as reasonably practicable in writing (and in any event prior to the introduction of those additional licences).
- (d) If notice is given pursuant to clause 2(c), the Parties must meet in good faith to discuss whether a variation to this Agreement is required, having regard to the impact of the additional licences to be issued, as quickly as possible.

PART B – PRELIMINARY TERMS

3. 2017-2022 AFL CBA and 2019-2022 AFLW CBA

- (a) The Parties acknowledge that the 2017-2022 AFL CBA will be terminated with immediate effect on and from the Commencement Date of this Agreement.
- (b) The Parties acknowledge that the 2019-2022 AFLW CBA will be terminated with immediate effect on and from the Commencement Date of this Agreement.
- (c) Notwithstanding clause 3(b), the Parties acknowledge that the 2019 – 2022 AFLW CBA, including the variations made in order to allow Season 7 of the AFLW Competition to proceed, are deemed to have remained on foot up to and including 31 December 2022. This Agreement does not alter the terms and conditions applicable for Season 7 of the AFLW Competition.

4. Term

- (a) Subject to clause 3(c), this Agreement will operate on and from 1 November 2022 and will, subject to the provisions of this Agreement, operate until 31 December 2027 and will, subject to clause 4(c), continue to apply after that date until a replacement collective bargaining agreement is made between AFL and AFLPA.
- (b) For the purposes of this clause, the terms and conditions that apply on 31 October 2027 in relation to the AFL Competition and 31 December 2027 in relation to the AFLW Competition, including any obligations to make monetary payments to any person, will continue to apply until a replacement collective bargaining agreement is made between AFL and AFLPA unless this Agreement is terminated pursuant to clause 4(c).
- (c) In the event that the Parties are unable to reach agreement on the terms of a replacement collective bargaining agreement by 31 July 2027 or such later date as agreed between the Parties, either Party may by the giving of 30 days' notice in writing to the other Party terminate this Agreement provided that such termination will not take effect before 31 December 2027.
- (d) The Parties agree to meet in good faith to commence negotiations for a replacement collective bargaining agreement no later than 1 November 2026.

5. AFL Rules

- (a) Each of the Parties agree that the AFL Rules and AFLW Rules are necessary and reasonable and have been established for the proper protection of the legitimate interests of AFL.
- (b) AFLPA and each Player it represents agrees with AFL that any restrictions contained in the AFL Rules and AFLW Rules, including without limitation, restrictions on the freedom of Players to transfer from one Club to another, and restrictions on the AFL and AFLW Total Player Payments for each Club, are necessary and reasonable for the purpose of protecting the legitimate interests of AFL, the Clubs and the AFL and AFLW Competitions.

PART C – TOTAL PAYMENTS AND BENEFITS

6. Total AFL Player Payments and Benefits

6.1 Total AFL Player Payments

- (a) The amount of AFL Total Player Payments for each Club will be as set out in item 1 of Schedule 2A.
- (b) In calculation of the AFL Total Player Payments for each Club, the following payments will not be taken into account:
 - (i) relocation benefits incurred by a Club in respect of an AFL Player pursuant to item 5 of Schedule 4;
 - (ii) bereavement assistance (paid to an AFL Player or an Associate of a Player) up to a limit of \$2,000, or any other amount as approved by AFL, in the event of a bereavement (or other genuine hardship) affecting the AFL Player;

- (iii) subject to clause 8, payments made to an AFL Player pursuant to a bona fide marketing contract made in accordance with clause 8.4;
 - (iv) subject to clause 10, payments made to an AFL Player pursuant to an Independent Agreement;
 - (v) Veteran Retiring Player benefits incurred by a Club in respect of an AFL Player in accordance with item 8 of Schedule 2A;
 - (vi) AFL Match Payments (at the AFL Player's contract rate for AFL Matches played in the AFL Premiership Season) made to AFL Players participating in AFL Finals Series Matches;
 - (vii) the cost of airfares and accommodation paid by a Club under item 7 of Schedule 3;
 - (viii) as set out in item 6 of Schedule 5A:
 - (A) Football Payments to Category B AFL Rookie Players; and
 - (B) for each Category A AFL Rookie Player, an amount equal to the minimum base payment payable to a Category A AFL Rookie Player;
 - (ix) payments or benefits provided to any AFL Player or any Associate of an AFL Player in relation to the cost of airfares and accommodation for two (2) people (being parents of the AFL Player or other family members or relatives of the AFL Player or other persons nominated by the AFL Player) to attend a Milestone Match in a State in which those persons are not located; and
 - (x) prize money paid to AFL Players in accordance with item 9 of Schedule 2A.
- (c) In order to assist Clubs and AFL Players to better understand their obligations in respect of the AFL Total Player Payments provisions of the AFL Rules, AFL will require Clubs to disclose details of their AFL Total Player Payments to AFL both as currently required by the AFL Rules and at a time between the middle of the AFL Season and a reasonable time before commencement of the exchange period prior to the next National Draft Selection Meeting in the format as requested by AFL from time-to-time. Such information will be provided to AFLPA by AFL in a summary form, such form to be agreed between AFL and AFLPA, and will, as a minimum, include the estimated AFL Total Player Payments for the following season and the bases and assumptions upon which the estimate is based. The summary will be disseminated to the Club and AFLPA. AFLPA may provide to the member who has enquired (and only if such AFL Player has been requested by their Club to take a reduction in payments for the following season or seasons), only the estimate of the Club's AFL Total Player Payment position for next season and the bases and assumptions upon which the estimate was based provided that no bases or assumptions referable to a particular individual AFL Player will be made available. Such information will only be provided on a strict confidential basis and the AFL Player will be required to sign a confidentiality agreement in this regard to be agreed to by AFL and AFLPA.
- (d) Long service leave payments made by a Club to an AFL Player pursuant to the AFL Player's AFL Standard Playing Contract or this Agreement (whether paid on termination or otherwise) will be included in AFL Total Player Payments.

6.2 AFL Player Retirement Account

- (a) AFL has agreed with AFLPA to assist AFL Players' transition to retirement from playing in the AFL Competition and by making contributions to the AFL Player Retirement Account, which will be administered by AFLPA for those purposes.
- (b) AFL will pay AFLPA the amount set out in item 11 of Schedule 2A in each year of the Term.

6.3 Payment of AFL Total Player Payments and Additional Services Agreements

- (a) Each Club must expend no less than 95% of the combined annual AFL Total Player Payments and Additional Services Agreements limits in Football Payments to AFL Players on its AFL List in each relevant year.
- (b) Where a Club does not expend the amount set out in clause 6.3(a) in Football Payments to AFL Players on its AFL List, the Club will be required to pay to AFL, any shortfall in Football Payments.
- (c) AFL will advise AFLPA whether each Club has expended 95% of the combined annual AFL Total Player Payments and Additional Services Agreements limits in Football Payments and will advise AFLPA of any shortfall by any Club including the amount of such shortfall.
- (d) Any shortfall will be distributed in an equitable manner between the AFL Players in the relevant Club in a manner determined by AFL and AFLPA after consultation with the AFL Players from that Club.
- (e) Clubs may spend over 100% of the combined annual AFL Total Player Payments and Additional Services Agreements limit (**Combined Limit**), if in any of the preceding four years the Club has spent below 100% of the Combined Limit.
- (f) The permitted amount of overspend will be tied to the level of underspend in the relevant preceding periods. For example, if a Club was \$500,000 below the combined Total Player Payments and Additional Services Agreements limit in 2022, and paid 100% of the Combined Limit in 2023, 2024 and 2025, the Club would be entitled to spend \$500,000 above the Combined Limit in 2026. If a \$500,000 overspend was not made in 2026, the Club has lost the right to overspend in 2027.
- (g) It is agreed that the overspend amount is to be capped at a maximum of 105% of the Combined Limit in any given year.

7. Total AFLW Player Payments and Benefits

7.1 Total AFLW Player Payments

- (a) Each Club must expend the AFLW Total Player Payments as set out in item 1 of Schedule 2B to AFLW Players on its AFLW List during the Term.
- (b) AFL will advise AFLPA whether each Club has expended the AFLW Total Player Payments as set out in item 1 of Schedule 2B to AFLW Players on its AFLW List and will advise AFLPA of any shortfall by any Club including the amount of such shortfall.
- (c) Any shortfall will be distributed in an equitable manner between the AFLW Players in the relevant Club in a manner determined by AFL and AFLPA.

- (d) Long service leave payments made by a Club to an AFLW Player pursuant to the AFLW Player's AFL Standard Playing Contract or this Agreement (whether paid on termination or otherwise) will be included in AFLW Total Player Payments.

7.2 AFLW Pregnancy and Parental Management Policy

AFL agrees to apply the AFLW Pregnancy and Parental Management Travel Policy which is attached as Schedule 9 of this Agreement. The AFLW Pregnancy and Parental Management Travel Policy forms part of this Agreement.

8. Additional Services Agreements

8.1 Interpretation

For the purposes of this clause 8:

AFL Player means:

- (a) AFL Player as that term is defined in clause 1.1; or
- (b) where an AFL Player has licensed the use or the right to license the use of the AFL Player's Image to a Player Image Rights Holder, means the Player Image Rights Holder; or
- (c) Associate of a Player as that term is defined in clause 1.1 and has entered into an Additional Services Agreement,

as the context dictates.

AFLW Player means:

- (a) AFLW Player as that term is defined in clause 1.1; or
- (b) where an AFLW Player has licensed the use or the right to license the use of their Image to a Player Image Rights Holder, means the Player Image Rights Holder; or
- (c) Associate of a Player as that term is defined in clause 1.1 and has entered into an Additional Services Agreement,

as the context dictates.

8.2 Additional Services Agreements

- (a) A Player may contract with a Club and/or Sponsor of a Club to derive payments as a direct result of bona fide promotions/marketing by that Player in accordance with clause 8.4 and the definition of Football Payments. Such arrangements are separate and distinct from the Standard Playing Contract which regulates the employment of a Player to play Australian Football for a Club. Payments made pursuant to a marketing contract will be in addition to and separate from payments made to the Player for performance of services as a professional footballer and will not be taken into account in calculating Total Player Payments except as provided in item 8.5(c).
- (b) Additional Service Agreements may be for services/uses including the following:

- (i) appearances in excess of those in accordance with item 1 of Schedule 6 for the Club or an Associate of a Club or Sponsor of the Club;
 - (ii) employment arrangements with the Club or Associates of a Club where such arrangements involve promotions/marketing activities;
 - (iii) notwithstanding item 2.5(f)(i) of Schedule 6, use of Player Image either individually or involving six (6) Players or less for promotion of the Club or Club partners, if the Club and Player agree and the use is commercial and bona fide; and
 - (iv) providing other bona fide additional services including but not limited to media content for the Club or Club partners.
- (c) In the event AFL approves an Additional Services Agreement, such approval will apply for the term of that Additional Services Agreement.
 - (d) The term of an Additional Service Agreement cannot exceed the term of a Player's Standard Playing Contract, however the Player and the Club may agree that should the Standard Playing Contract be terminated without cause prior to the expiry of its ordinary term any remaining Additional Service Agreement entitlements will become due and payable to the Player.
 - (e) For the avoidance of doubt, to the extent that a Player's Additional Service Agreement is terminated pursuant to clause 8.2(d), any payment made to the Player as a result of such termination will form part of the total payments to Players for the purposes of the limits set out at item 2 of Schedule 2A and item 2 of Schedule 2B (as applicable).
 - (f) The Parties agree that the form of the Additional Services Agreement template will be discussed between the Parties at a time to be agreed between the Parties acknowledging that this clause does not require the AFL to make any changes to the form of the Additional Services Agreement template and determination of such form is outside the scope of this Agreement.

8.3 Additional Services Agreements Requirements

- (a) An Additional Services Agreement must:
 - (i) be in writing;
 - (ii) represent bona fide commercially based arrangements with this test specifically considering commercial reasonable allocation between appearances and Player Image use; and
 - (iii) be lodged with and approved by AFL prior to the signing of the contract by the parties.
- (b) The AFL Investigations Manager or the AFL General Counsel must be satisfied that an Additional Services Agreement is bona fide and if they are not so satisfied, the payments made by the Club or Sponsor of the Club under the Additional Services Agreement will be included in the AFL or AFLW (as applicable) Total Player Payments of the Club.
- (c) Where a Player or an Associate of a Player enters into a marketing contract with a Club or a Sponsor of a Club after the Club has submitted to AFL details of all

Additional Services Agreements, the details of such contracts will be submitted to AFL General Counsel to be dealt with in accordance with the provisions of clause 8.5(c).

- (d) Without limiting AFL Rules, in respect of AFLW Players, AFL may have regard to an AFLW Player's Tier to determine whether an Additional Services Agreement is bona fide and commercial.
- (e) If further information is reasonably required by AFL in respect of an Additional Services Agreement, the Player must use best endeavours to provide the information within a reasonable timeframe.
- (f) AFL Rules and AFW Rules with respect to Additional Services will apply unless expressly approved by AFL.
- (g) The Club will be responsible for determining tax implications and whether superannuation or any other employment or related entitlement is applicable to an Player under their Additional Services Agreement.

8.4 Guidelines for Additional Services Agreements

Player marketing contracts may include arrangements of the types set out below:

Type 1

Player enters into an agreement directly with a sponsor of the Player's Club for marketing work:

eg. A Hawthorn Player contracts with a Club Protected Sponsor to be paid \$15,000 for promoting that Club Protected Sponsor.

Type 2

Player enters into an agreement with their Club to promote sponsors of the Club and to promote the Club itself:

eg. A Collingwood Player contracts with Collingwood to be paid \$40,000 for marketing AIA, and other Club Sponsors exclusively for the Club.

Type 3

Player licenses the right to use their name, image and likeness to a related entity. The related entity contracts with the Player's Club or sponsors of the Club for endorsements and promotions. The related entity employs the Player.

8.5 Club Additional Services Agreement Limits – AFL Players

- (a) The amount of total payments to AFL Players of each Club for Additional Services Agreements is as set out in item 2 of Schedule 2A.
- (b) For each Club, where the total of payments to AFL Players of that Club for Additional Services Agreements in the relevant year exceeds the amounts set out in item 2 of Schedule 2A, any excess will, subject to clause 8.5(c), be taken into account in calculating the AFL Total Player Payments of the Club in that year. In calculating the total of payments to AFL Players under Additional Services

Agreements, the amount of any goods and services tax payable to an AFL Player or to an Associate of AFL Player will be excluded.

- (c) Where the AFL Total Player Payments to AFL Players of a Club for Additional Services Agreements exceeds or will exceed the amount set out in item 2 of Schedule 2A in any year, such contracts will be referred to the AFL General Counsel. The AFL General Counsel may determine that any such excess (or part thereof) will not be taken into account in calculating the AFL Total Player Payments of the AFL Club in that year.

8.6 Club Additional Services Agreement Limits – AFLW Players

- (a) Subject to this clause 8.6, the amount of total payments to AFLW Players of each Club for Additional Services Agreements is as set out in item 2 of Schedule 2B.
- (b) For the 2023 and 2024 AFLW Seasons, the two AFLW Players with the highest value Additional Services Agreements at each Club will be excluded from the AFLW Additional Services Agreements limits.
- (c) Notwithstanding clauses 8.6(a) and 8.6(b) above, any Additional Services Agreement that has been entered into prior to the date of execution of this Agreement and applies to the 2025 and/or 2026 AFLW Season(s) will remain in place and enforceable (**Existing AFLW ASA**).
- (d) The two AFLW Players with the highest Existing AFLW ASAs per Club may be excluded by a Club from the AFLW Additional Services Agreement limit in 2025 and/or 2026. Any additional Existing AFLW ASAs will be included in the AFLW Additional Services Agreement limit for the relevant year.
- (e) Each AFLW Club must expend no less than 90% of the Additional Services Agreements limit as set out in Schedule 2B to AFLW Players on its AFLW List in each relevant year. Where an AFLW Club expends between 90% and 100% of the AFLW Additional Services Agreements limit in any given year, that AFLW Club may roll forward any unutilised capacity (of no greater than 10% of the Additional Services Agreement limit) in the following year only. If any unutilised capacity is rolled forward in this manner, the relevant AFLW Club must expend a figure in the following year such that at least 95% of the previous year's Additional Services Agreements limit is expended (in addition to 90% of any limit applying for the following year). Any remaining unutilised capacity at the end of that two-year period will expire unless the relevant AFLW Club can demonstrate to the AFL General Counsel a legitimate reason for that underutilised capacity, in which case it may be rolled forward for an additional year or years with approval of the AFL General Counsel. A review of this mechanism will form part of the review of the AFLW List and AFLW Player management structure as set out in item 4(e) of Schedule 5B. For clarity, in 2023 and 2024, the minimum threshold and underspend mechanism contemplated in this clause applies only to the AFLW Additional Services Agreement limit excluding the top two highest value AFLW Additional Services Agreements at each Club.

9. Employment Agreements

- (a) A Player may enter into an Employment Agreement with their Club and/or with AFL, which is in addition to and separate from their employment as a professional football player.
- (b) Employment Agreements must:

- (i) be in writing;
 - (ii) represent bona fide commercially based arrangements in accordance with AFL Rules; and
 - (iii) be lodged with AFL within 28 days of the date of the signing of the contract by the parties.
- (c) If further information is required by AFL in respect of an Employment Agreement, the Player must provide the information within seven (7) days of a request.
 - (d) The Investigations Manager or the General Counsel must be satisfied that an Employment Agreement is bona fide and if they are not so satisfied, the payments made by the Club or Sponsor of a Club under the Employment Agreement will be included in the AFL or AFLW Total Player Payments (as applicable) of the Club.
 - (e) For the avoidance of doubt, any Employment Agreement that involves promotions/marketing activities as set out in clause 8.2(b) and in accordance with the Guidelines for Additional Services Agreements in clause 8.4 will be included in the Club's AFL or AFLW Additional Services Agreement limit (as applicable).

10. Independent Agreements

- (a) Bona fide commercial arrangements between a Player or an Associate of a Player and:
 - (i) a Club Sponsor which has no connection to the Club sponsorship; or
 - (ii) an Associate of a Club (other than a Club Sponsor) which has no connection to the Associate's relationship with the Club,

and which comply with the provisions of clause 10(b), may be approved by the AFL General Counsel in their absolute discretion, and in which case would be deemed Independent Agreements. Payments in respect of such arrangements will not be included in the Club's Additional Services Agreement limits or included in the Club's Total Player Payments limits.
- (b) When a Player or an Associate of a Player proposes to enter into an Independent Agreement with an Associate of the Club the Player is listed with, the Player must:
 - (i) submit all relevant details, as may reasonably be required, to General Counsel in accordance with AFL Rules; and
 - (ii) notify the Club of the general nature of the proposed arrangement,

prior to the date of the proposed commencement of the commercial arrangement.
- (c) The provisions of clause 10(b) do not apply to pre-existing agreements that were entered into prior to the date the relevant sponsorship of the Club commenced or a renewal or continuation of those agreements.
- (d) If further information is reasonably required by AFL in respect of an Independent Agreement, the Player must use best endeavours to provide the information within a reasonable timeframe and by no later than 28 days of receiving such a request.
- (e) AFL will determine if the Independent Agreement is bona fide and commercial in accordance with AFL Rules and, without limiting AFL Rules, AFL may have regard

to an AFLW Player's Tier to determine whether an Independent Agreement is bona fide and commercial.

- (f) AFL will not reject an agreement that otherwise meets the criteria of an Independent Agreement solely on the grounds that a party (other than the Player or Associate of a Player) to that agreement has separately negotiated the right to use Club Intellectual Property with AFL in connection with the subject matter of that agreement, provided that party has the right to use Club Intellectual Property and AFL approves.
- (g) If AFL fails to advise the Player of its decision on an Independent Agreement within 28 days of the date of the submission of all relevant materials pursuant to clauses 10(b)(i) and 10(d), the request will be deemed approved.
- (h) AFL Rules with respect to Independent Agreements will apply unless expressly approved by AFL.
- (i) Clubs will promptly advise their Players of all of the Club's AFL Sponsors by 15 February and AFLW Sponsors by 28 July each year where possible and update them of any new sponsorships during the year as soon as practicable and each Player will advise that Player's Club of any agreement the Player has with the Club's Sponsors.
- (j) AFL will, by 1 March 2024, review the administrative process associated with lodging Independent Agreements with the objective of streamlining processes and reducing administrative time and effort required from the Player and Accredited Agent. This may include transition from a manual to system-based process.

11. Player Development

11.1 Industry Governance Committee

- (a) The Parties agree to re-establish the AFL Industry Governance Committee for Player Development (**IGC**) within 6 months of the execution of this Agreement.
- (b) The membership of the IGC will be comprised of the following, with appropriate gender and cultural diversity:
 - (i) two (2) AFL representatives nominated by AFL;
 - (ii) two (2) AFLPA representatives nominated by AFLPA;
 - (iii) two (2) representatives from Clubs, jointly selected by AFL and AFLPA;
 - (iv) two (2) individuals with specific expertise in IGC areas of responsibility, jointly selected by AFL and AFLPA;
 - (v) an independent chair selected by AFL and AFLPA; and
 - (vi) with the prior written agreement of AFL and AFLPA, any other person provided that there will always be an equal number of appointees appointed by each of AFL and AFLPA.
- (c) The purpose of the IGC is to:

- (i) ensure a consistent approach to player development throughout the Player lifecycle in AFL and AFLW;
 - (ii) assume responsibility for the development, delivery and ultimate accountability for player development across the Clubs and AFL industry;
 - (iii) determine the overall industry position, key performance indicators and strategy for player development in AFL and AFLW (**Industry Strategy**);
 - (iv) develop a curriculum for player education and development in AFL and AFLW (**Player Education and Development Curriculum**) that will inform the baseline delivery of services;
 - (v) determine how the funding for Player development programs will be allocated in any year, subject to the terms of this Agreement;
 - (vi) endeavour to ensure each of the Clubs provide Player development opportunities to its AFL and AFLW Players that meet the key performance indicators and strategy objectives determined by the IGC;
 - (vii) assist Clubs as appropriate to develop an appropriate structure within their AFL and AFLW programs to enable Clubs to deliver the Industry Strategy and Player Education and Development Curriculum in a way that can be monitored; and
 - (viii) manage or empower others to manage any additional Player development programs above mandated industry requirements that the IGC deems in the interest of Players.
- (d) The IGC will also be responsible for improving industry support for Players from diverse backgrounds. In recognition of the history and ongoing high proportion of Aboriginal and Torres Strait Islander players in the AFL and AFLW Competitions, the Parties commit to working together to improve the cultural safety and working environment of the AFL industry. This includes ongoing work to address racist behaviours in the workplace (including Matches) in a collaborative manner, and support of the role of Indigenous Player Development Managers, guided by the AFL Indigenous Advisory Council, the AFLPA Indigenous Advisory Board and AFL.
- (e) The Parties will review and amend the IGC Terms of Reference within 12 months of the execution of this Agreement. The Parties agree that the revised IGC Terms of Reference will include the following:
- (i) a commitment that the IGC will work in a collaborative manner to address its purposes and responsibilities;
 - (ii) the IGC to review AFL and AFLPA roles and responsibilities across the scope of the IGC;
 - (iii) the IGC to develop and recommend minimum standards and best practice guidelines for staff working in player development and wellbeing, with any variations from existing AFL policy and approach being approved by the AFL to ensure a consistent and aligned industry approach;
 - (iv) the IGC to be responsible for holding Player development industry forums for the continuous professional development of staff working in Player development and wellbeing (**Player Development Industry Forum**);

- (v) the IGC to develop and implement the Player Education and Development Curriculum;
 - (vi) powers for the IGC to ensure accountability for Player development across the Clubs and AFL industry; and
 - (vii) IGC can review its Terms of Reference to address any significant changes in AFL industry that impact the Industry Strategy.
- (f) The Industry Strategy will include key performance indicators. A review of the Industry Strategy and the performance against its key performance indicators will be conducted each year and the IGC will report to AFL and AFLPA on its findings and any changes to the Industry Strategy by 30 September of each year. The initial Industry Strategy will be finalised and implemented no later than 12 months after the execution of this Agreement.
- (g) AFL will pay to AFLPA the amount set out in item 4 of Schedule 3 to fund player development programs and services provided by AFL, a Club or Clubs, and/or AFLPA. AFLPA will hold the funding in a specific account (separate from AFLPA's other funds) and apply such funding as directed by the IGC provided that any program or service will only be funded if it is consistent with the Industry Strategy.
- (h) AFLPA must provide to AFL by 15 February in every year, an itemised account of all payments made from the amount set out in item 4 of Schedule 3 for year ended 31 October immediately prior.

11.2 Player Development Managers

- (a) Each Club must employ one fully qualified Player Development Manager for each of its AFL football program and AFLW football program on hours equivalent to the program requirements for each program. The Clubs must advise their Players and AFLPA of such appointments. For the avoidance of doubt:
- (i) AFL football program – the Player Development Manager is to be employed on a full-time basis; and
 - (ii) AFLW football program – the Player Development Manager must be a dedicated resource available on a basis commensurate with the Access Period and access needs of the AFLW playing group, as assessed by AFL and AFLPA in each year of the Term.
- (b) Subject to clause 11.2(c), all Player Development Managers must meet the minimum standards for the role, which may incorporate recommendations by the IGC.
- (c) Any Player Development Managers employed prior to the Commencement Date, who are not fully qualified to perform that role, may remain in the role provided they complete appropriate education courses, consistent with minimum standard requirements.
- (d) The Player Development Manager will be required to participate in reasonable professional development programs and courses as identified by the IGC to ensure consistent capability across the industry.
- (e) The Player Development Manager will not perform any function or duty that would conflict with their duties as Player Development Manager, either in substance of the

function/duty or in the time required to perform it. If a Player Development Manager performs any function or duty for the Club other than their role as a Player Development Manager, their role as Player Development Manager must always take precedence over the other role/s and must be considered their primary role.

11.3 Player Development Database

- (a) A secure database has been established containing player development information for mandatory use by all Clubs (**Player Development Database**).
- (b) The Player Development Manager at each Club must consistently use the Player Development Database to provide up-to-date player development information and reporting on Players, with the appropriate consent of the Player.
- (c) Clubs will use reasonable endeavours to ensure that each AFL and AFLW Player on its AFL or AFLW List has a player development action plan in the Player Development Database, and will regularly check in with each AFL and AFLW Player as to progress and status of that action plan.
- (d) All parties with access to the Player Development Database must treat all Player development information as confidential and may use the information solely for the purposes of advancing Player development on an individual or collective basis, including as follows:
 - (i) to support and seek opportunities for a Player's development; and
 - (ii) to provide de-identified reporting of Player development information, including in relation to progress against the Player Education and Development Curriculum.
- (e) The IGC will be responsible for ensuring the standardisation of information capture and reporting in the Player Development Database and the implementation of appropriate data governance standards.

11.4 Mental Health and Wellbeing

- (a) The governance of mental health and wellbeing services is not within the scope of the IGC.
- (b) AFLPA agrees to enter into good faith discussions with AFL to consider industry mental health governance, including consideration of a 12-month Mental Health Governance Forum following the execution of this Agreement.
- (c) Subject to the good faith discussions pursuant to clause 11.4(b), the Parties agree that the services to be funded by the amounts set out in item 4 of Schedule 3 may include Secondary Mental Healthcare Services in addition to AFLPA's Mental Health and Wellbeing Navigator Service.

12. Injury and Hardship Fund

- (a) Pursuant to the 2017-2022 AFL CBA, AFLPA established a discretionary fund known as the Injury and Hardship Fund. AFLPA also established a trust, with AFL Players' Injury and Hardship Fund Ltd (being, for the purposes of this clause 12, the **Controlling Body**) appointed as trustee.

- (b) Broadly, the Injury and Hardship Fund aimed to support Players who have retired from the AFL Competition or AFLW Competition with injuries who need medical support and/or suffer illness and/or suffer financial hardship through retirement.
- (c) In general terms, AFL and AFLPA have agreed to a substantially increased financial investment in the Injury and Hardship Fund with a view to expanding and increasing the payments and benefits available to former Players to provide those who are determined to be eligible with an improved level of support in retirement pursuant to further arrangements to be agreed with the Controlling Body pursuant to clause 12(e) below.
- (d) AFL and AFLPA agree that the current corporate structure of the Injury and Hardship Fund will be retained with necessary modifications as may be agreed between them. Within 6 months of the date of execution of this Agreement, AFL and AFLPA will review the composition of the Controlling Body to make improvements to it, including to ensure best practice governance, and appropriate skills and qualifications, with equal representation by AFL and AFLPA in the governance structure of the Controlling Body.
- (e) Subject to clause 12(c) above, within 6 months of the execution of this Agreement, AFL and AFLPA, with the Controlling Body, will review payments and benefits that have existed under the Injury and Hardship Fund with a view to expanding and increasing the benefits available to former Players, which may include, subject to reasonable and appropriate limits:
 - (i) discretionary payments for Players who suffer career-ending football injuries according to an agreed formula;
 - (ii) discretionary payments for former Players who, upon being delisted, are unable to work due to football injuries;
 - (iii) discretionary payments for long-term hardship and/or welfare issues encountered by former Players (and/or their dependants at the discretion of the Controlling Body), including where former Players have encountered loss of earning capacity and/or incurred medical expenses in connection with a serious injury sustained in the course of their AFL or AFLW playing careers;
 - (iv) discretionary payments for the short-term hardship and/or welfare issues encountered by former Players;
 - (v) a Lifetime Healthcare Program which supports former Players for injuries related to playing in the AFL or AFLW through medical costs reimbursement and hospital excess reimbursement;
 - (vi) a preventative healthcare program for former Players;
 - (vii) a case management program for former Players who require complex multidisciplinary support; and
 - (viii) consideration of previous recipients of benefits.
- (f) With respect to the benefits contemplated by clause 12(e)(i) to 12(e)(iv) above, AFL and AFLPA agree that the Controlling Body may set conditions on the receipt of payments from the Injury and Hardship Fund, including a binding condition on the acceptance by a former Player of the payment of such benefit that it be "set-off"

against any liability or other obligation owed by the AFL to the former Player in connection with a claim for damages arising from or in any way related to injuries sustained by the former Player in the course of the former Player's AFL or AFLW career.

- (g) The Controlling Body will be at liberty to further amend arrangements pertaining to the Injury and Hardship Fund including the payments and benefits that are available during the Term of this Agreement.
- (h) AFL will make yearly contributions to the Injury and Hardship Fund in accordance with item 5 of Schedule 3.
- (i) AFLPA will manage the day-to-day operations of the Injury and Hardship Fund with administrative resources to be absorbed by the Injury and Hardship Fund as agreed by AFL, AFLPA and the Controlling Body.
- (j) Notwithstanding any provision to the contrary in the 2017-2022 AFL CBA, AFL acknowledges and agrees that AFLPA will attribute any unspent portion of the funding provided by AFL to AFLPA under the 2017-2022 AFL CBA to the Injury and Hardship Fund as 'seed funding' in addition to the funding provided under this Agreement. The Parties agree that the indicative committed figure attributable to 'seed funding' based on current and anticipated reserves is \$10 million subject to the ongoing operation of the Injury and Hardship Fund pursuant to existing arrangements, and potential market fluctuation. Nothing in this clause will prevent AFLPA or the Controlling Body from continuing to operate the Injury and Hardship Fund under the arrangements that apply at the execution date of this Agreement and will continue to apply until any new arrangements agreed pursuant to clause 12(e) take effect.

13. Marketing Fund

- (a) For the purposes of this clause 13 "**Player**" means:
 - (i) Player as that term is defined in clause 1.1 of this Agreement; or
 - (ii) where a Player has licensed the use or the right to license the use of the Player's Image to a Player Image Rights Holder, means the Player Image Rights Holder;

as the context dictates.
- (b) AFL agrees to spend the amount set out in item 3 of Schedule 3 constituting the "**Marketing Fund**" on Players in accordance with this clause 13 in each relevant year. However, should the full amount not be spent in any one year, the balance may be spent in future years, provided all allocated funding is paid to Players during the Term.
- (c) The Marketing Fund will be used to reward Players for:
 - (i) undertaking game development and promotion appearances in excess of those required under this Agreement;
 - (ii) utilising the Player's Image to a greater extent than is authorised under this Agreement;
 - (iii) undertaking commercial appearances in connection with AFL sponsors;

- (iv) undertaking commercial appearances in connection with AFL Broadcasters;
- (v) promotion of Products that form part of the AFL Licensing Program;
- (vi) using Players' profiles, including through social media, to promote or advertise any item or matter related to the AFL or its sponsors, its talent pathways or its Authorised Broadcasters; and
- (vii) such other appearances or Image use as is contemplated in the Marketing Fund Access Structure to be agreed pursuant to clause 13(f),

(Marketing Fund Appearances or Image Use).

- (d) Nothing in this clause will be interpreted as authorising AFL to require Players to undertake or partake in any of the matters set out in clause 13(c). Rather AFL will approach Players, a Player's Accredited Agent or AFLPA and enter into a commercial arrangement under which the Player agrees to undertake obligations in addition to those required of a Player under this Agreement in return for a fee, which fee will be paid out the amount set out in item 3 of Schedule 3.
- (e) AFL must provide to AFLPA by 15 December in every year, an itemised account of all payments made from the amount set out in item 3 of Schedule 3 for year ended 31 October immediately prior.
- (f) Within 6 months of the date of execution of this Agreement, AFL and AFLPA will agree a detailed structure for Player access to the Marketing Fund (**Marketing Fund Access Structure**).
- (g) The Marketing Fund Access Structure will involve at least 50 Players (but no more than 80 Players unless otherwise agreed by the Parties), of which at least eight (8) or 15% will be AFLW Players, whichever is higher, with additional Players to be agreed by AFL and AFLPA, noting additional Player cohorts may be provided with access to the Marketing Fund for specific Marketing Fund Appearances or Image Use types (e.g. NGA Players).
- (h) The Marketing Fund Access Structure will include a system whereby Marketing Fund appearances or Image Use requirements and marketability of individual Players is taken into account in allocating requirements and apportionment of funding.
- (i) The Parties may agree that from the beginning of 2025, a Player may only be eligible to access the Marketing Fund where they have fully complied with all their appearance obligations under this Agreement, subject always to their Club meeting all notice and other requirements set out in this Agreement. For the avoidance of doubt, no Player will be prevented from accessing the Marketing Fund (where they are otherwise eligible to do so) where their Club has been non-compliant with this Agreement in respect of the scheduling and parameters of appearances, or where there is another genuine and legitimate reason for any Player appearance obligations not being met. If AFL proposes to restrict any Player's access to the Marketing Fund on the basis of this clause 13(i), AFL must provide to the Player and AFLPA evidence of the Player's non-compliance (and if evidence is not provided, the Player will be able to access the Marketing Fund as though they had complied).

14. Additional Combined Payments and Benefits

The details of certain additional combined payments and benefits under this Agreement are set out in Schedule 3.

PART D – TERMS AND CONDITIONS OF EMPLOYMENT

15. Terms and Conditions of Employment

- (a) The terms and conditions of employment for AFL Players and AFLW Players are set out in Schedule 4.
- (b) The terms and conditions of employment for AFL Players and AFLW Players (as applicable):
 - (i) establish the minimum terms and conditions of employment applying to all Players employed during the Term of this Agreement;
 - (ii) apply to and are incorporated into any existing or future Standard Playing Contract between AFL, a Club and a Player; and
 - (iii) prevail over any inconsistent term or provision in any such Standard Playing Contract.
- (c) Subject to clause 46, the benefits set out in Schedule 4, together with the benefits set out in the remainder of this Agreement reflect the total payments and benefits to be made and provided to Players by AFL and Clubs. In the event of the Players (or a group of the Players) becoming entitled to a statutory benefit not otherwise provided for in this Agreement or in excess of the level of benefits provided for in this Agreement or in current legislation, AFL will be entitled to seek to vary the terms of this Agreement under clause 46.

16. No Extra Claims

- (a) Subject to AFL complying with the terms of this Agreement, AFLPA undertakes that it will not during the Term, unless otherwise provided for in this Agreement, make any extra claims on AFL or Clubs in respect of the terms and conditions of employment of Players and the matters dealt with by this Agreement.
- (b) AFLPA will not be restricted from making any claim on AFL or Clubs under clause 16(a) where AFL or Clubs:
 - (i) reduces the benefits and payments provided for Players in this Agreement;
 - (ii) amends the AFL Rules to further restrict the movement of Players or vary the rights of Players in any material way;
 - (iii) limits the commercial opportunities available to Players beyond that currently existing at the date of this Agreement; or
 - (iv) increases the obligations and commitments of Players in a material way.

17. Activities External to the AFL Competition and AFLW Competition

- (a) In consideration of the benefits provided for in this Agreement:

- (i) each AFL Player undertakes not to participate in or be involved in any Australian Football match or event other than an AFL Match or AFL or Club event or any sporting code other than Australian Football without the approval of AFL; and
 - (ii) each AFLW Player undertakes not to participate in or be involved in any Australian Football match or event other than an AFLW Match or AFL or Club event or any sporting code other than Australian Football, other than:
 - (A) State League Matches (acknowledging that any participation in a State League Match will not be permitted during the Pre-Season or during the AFLW Season, unless approved by the applicable Club prior to the Player's proposed participation); and
 - (B) any other event or sporting code notified in writing to Club and AFL and provided such participation does not adversely impact the performance of Player's obligations under this Agreement. This includes but is not limited to A-League Women soccer, W/BBL cricket, WNBL basketball, and Suncorp Super Netball.
- (b) Except as directed by a Club or AFL, a Player will not, during the Term without the prior written consent of Club or AFL:
 - (i) engage in any dangerous or hazardous activity;
 - (ii) put the Player's own or another Player's safety at risk; or
 - (iii) engage in any activity that in the reasonable opinion of Club or AFL represents an unreasonable risk of injury to a Player or otherwise affects their ability to perform their obligations pursuant to this Agreement or any other agreement with Club or AFL.
- (c) Each Player acknowledges that activities that fall within the scope of clause 17(b)(ii) include (without limitation) the following:
 - (i) flying in an aeroplane, helicopter or other airborne machine or device unless it is a commercial flight being operated by a major domestic or international airline or any of its subsidiaries (e.g. Qantas, Jetstar or Virgin Australia);
 - (ii) participating in so-called "extreme sports"; and
 - (iii) indoor or outdoor rock climbing, hang gliding, parachuting or bungee jumping.
- (d) The Parties agree that clause 17(b):
 - (i) does not apply to Club Sessions, Appearances, Matches or AFL or Club events, including playing for or training with the Club or AFL; and
 - (ii) in respect of AFLW Players only, will not affect an AFLW Player's right pursuant to clause 17(a)(ii)(B) to participate in the elite competition of another sport including but without limitation, A-League Women soccer, W/BBL, WNBL basketball, and Suncorp Super Netball.

18. Medical Records

18.1 Use, Disclosure and Storage of Medical Records

- (a) Medical records of Players held by a Club or AFL will be treated as strictly confidential and will not be disclosed to any other person without the specific consent of the Player, except in the following circumstances:
 - (i) A Club may disclose a Player's medical records to AFL solely for the purposes of any applicable AFL Rules, provided that, at the same time, the Club gives written notice to the Player setting out particulars of the medical records being disclosed to AFL and the applicable AFL Rule/s, and AFL agrees to treat the medical records as confidential.
 - (ii) Where the content of medical records are, or are likely to be, material to the AFL's insurance policy and AFL's duty of disclosure to its insurer or there are other valid reasons, a Club may give notice to AFL that it has such medical records. Where such notice has been given to AFL, the Club will, at the same time, give written notice to the Player setting out particulars of the medical records and details of the reasons disclosure of the medical records to AFL may be necessary.
- (b) AFL and the Clubs agree to store all medical records relating to Players in confidential files in a secure area or in a secure electronic file, with access to such files and to the secure area to be strictly limited to authorised persons, in compliance with applicable privacy laws. Players will be kept advised as to the location of their medical records and the persons who have access to them.
- (c) Each Player authorises and directs their Club Doctor to provide a copy of all their medical records (as related to their services as a footballer) to their Club and AFL to be stored and used only in accordance with this Agreement and applicable privacy laws.
- (d) A Club may request for a statement of a Player's football medical history be provided to that Club for the purposes of considering that Player for the Draft or an exchange during the trading period. If the Player consents to such a request, the Player's current Club Doctor will provide the Player's statement of football medical history to the requesting Club only (unless at the time of consenting to disclosure to a Club, the Player also consents to wider disclosure to one or more other specified Clubs for the same purpose).
- (e) Unless otherwise set out in this Agreement, AFL and the Clubs agree to comply with any applicable privacy, health, and/or medical records legislation, including in relation to the storage of, use, access to and disclosure of medical records of each Player.

18.2 Electronic Records System

- (a) The Parties acknowledge the importance of the secure and compliant collection, storage, use and disclosure of Players' health information.
- (b) AFL will use reasonable endeavours to implement a compliant, secure, fit-for-purpose electronic records system available to all Clubs to ensure high standards of governance are upheld (**ERS**).

- (c) AFLPA acknowledges and agrees that, as at the date of this Agreement, adoption by AFL of ERS remains subject to AFL Commission approval and AFL will not be in breach of clause 18.2 if such approval is not given.

19. Standard Playing Contract

19.1 AFL Standard Playing Contract

- (a) All contracts for the playing of Australian Football entered into between an AFL Player, a Club and the AFL will be in the form of the AFL Standard Playing Contract.
- (b) All AFL Standard Playing Contracts will expire on 31 October in the final year of the AFL Player's contract unless the contract has been varied or renewed, in which case the contract will expire on 31 October in the final year of the varied or renewed contract.
- (c) The AFL may, in consultation with the AFLPA, impose a standardised approach, including prescribed TPP Ratchet Clauses, to address the impact of any changes to the AFL Total Player Payments limit, as a result of future Collective Bargaining Agreements, for Clubs to utilise in AFL Standard Playing Contracts. Any such standardised approach must be developed in consultation with AFLPA, with AFLPA agreement required prior to implementation of that approach which agreement must not be unreasonably withheld.

19.2 AFLW Standard Playing Contract

- (a) All contracts for the playing of Australian Football entered into between an AFLW Player, a Club and AFL will be in the form of the AFLW Standard Playing Contract.
- (b) All AFLW Standard Playing Contracts will:
 - (i) operate across twelve (12) month periods from 1 January to 31 December for the term of the Standard Playing Contract;
 - (ii) expire on 31 December in the final year of the Player's contract unless the contract has been varied or renewed, in which case the contract will expire on 31 December in the final year of the varied or renewed contract;
 - (iii) not include any special conditions or incentives.
- (c) Subject to clause 19.2(d), an AFLW Player will be paid in twelve (12) equal monthly instalments, consistent with item 1.2 of Schedule 4.
- (d) If there are changes to the AFLW Season structure, including as contemplated by item 1 of Schedule 5B, the Parties will review the terms of AFLW Standard Playing Contracts specified in clauses 19.2(b)(i) and (ii), and may agree reasonable amendments to accommodate that AFLW Season structure.

19.3 Restructure of AFL and AFLW Standard Playing Contracts

The Parties agree that the form of the AFL and AFLW Standard Playing Contracts will be discussed and agreed between the Parties, with the aim to have revised Standard Playing Contract templates in operation by 1 November 2023.

19.4 General

- (a) All Standard Playing Contracts, variations and Additional Service Agreements lodged with the AFL will be supported by declarations made by each of the following persons:
 - (i) the Player;
 - (ii) an Authorised Officer of the Club who had the care and conduct of negotiating with the Player; and
 - (iii) an Accredited Agent, parent or legal guardian, as applicable, who has been authorised by the Player to act on his behalf in negotiating with the Club.
- (b) The terms of the declaration(s) will be in a form determined from time to time by AFL in consultation with AFLPA.
- (c) The parties to a Standard Playing Contract, which contract has not been terminated, may vary the terms of the contract or renew the contract for a further term/s, by written agreement of the Parties.
- (d) AFL and AFLPA recognise that Standard Playing Contracts between Clubs and Players create legally binding obligations and that the parties to such contracts have legitimate expectations that the terms of such contracts will be honoured.
- (e) A Club and a Player will not include provision in a Standard Playing Contract which would entitle either party to unilaterally exercise an option to extend the term of a Player's contract.

19.5 TPP inclusions and Match Incentives

- (a) On and from 1 November 2023, any Football Payments made to AFL Players:
 - (i) for participating in any Match as a Substitute Player pursuant to the AFL Regulations; and
 - (ii) for playing any Match during AFL Gather Round in any AFL Season,
 will be included in AFL Total Player Payments.
- (b) The Parties acknowledge that the implementation of clause 19.5(a)(i) will necessarily increase the AFL Total Player Payments number for each Club in each year of the Term. The operation of any TPP Ratchet Clause included in an AFL Standard Playing Contract will not take into account any uplift created in AFL Total Player Payments purely by the implementation of clause 19.5(a)(i).
- (c) For the 2024 AFL Season only, Match Incentives included in AFL Player Standard Playing Contracts executed prior to the date of execution of this Agreement will be adjusted to reflect the addition of AFL Gather Round, as follows:

Match Incentives for 2024 AFL Premiership Season as per AFL Standard Playing Contract	CBA adjusted Match Incentives for 2024 AFL Premiership Season
------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------

1 to 11 AFL Premiership Season Matches	No Change
12 to 22 AFL Premiership Season Matches	Add 1 Match

The adjustment in this clause 19.5(c) will not be applied when assessing achievement of Match Incentives in relation to the following:

- (i) Match Incentives that include AFL Finals Series Matches; and
- (ii) Match Incentives that include assessment of Matches played that extend before or after the 2024 AFL Season (i.e. multi-year Match Incentives).

For the avoidance of doubt, AFL Players and Clubs may agree to otherwise change the Match Incentives listed in an AFL Player's Standard Playing Contract after the date of execution of this Agreement, in which case this clause will not apply.

- (d) If an AFL Player is rested from, or listed as an Emergency Player for, a Senior Match, that Match will not be included for the purposes of calculating any Match Incentives payable under any AFL Standard Playing Contract.

20. Code of Conduct

- (a) The Parties will review and agree on a revised Code of Conduct within 12 months of execution of this Agreement.
- (b) The Parties agree that the revised Code of Conduct will address the following:
 - (i) the establishment of proper processes for dealing with off field disciplinary matters including notification, the right of the player and the AFLPA to challenge any decision and code compliance;
 - (ii) a sanctioning framework; and
 - (iii) the establishment of protocols around conduct which may be criminal conduct.

21. Illicit Drugs Policy

- (a) The Parties will review and agree on a revised Illicit Drugs Policy within 12 months of execution of this Agreement.
- (b) The Parties will consider the recommendations of the AFL Illicit Drugs Policy Review and Position Development Report and, where agreed, include such recommendations in the revised policy.

PART E – PLAYER AND LIST MANAGEMENT

22. AFL Player and List Management

The terms and conditions relating to AFL List management, AFL Player movement, AFL Season structure and other matters relating to the AFL Competition are set out in Schedule 5A.

23. AFLW Player and List Management

The terms and conditions relating to AFLW List management, AFLW Player movement, AFLW Season structure, and other matters relating to the AFLW Competition are set out in Schedule 5B.

24. Delisting of Players

24.1 No Delisting Periods

- (a) No Player will be delisted from the List of a Club without the consent of the General Counsel during the following periods:
 - (i) For AFL Players – from the date of resubmission by a Club of its AFL Primary List as prescribed in the AFL Rules until the date immediately after the next exchange period as prescribed in the AFL Rules.
 - (ii) For AFLW Players – from the date of submission by a Club of its AFLW Lists for an AFLW Season as prescribed in the AFLW Rules until the date of submission by a Club of its AFLW Lists as prescribed in the AFLW Rules for the following season.
- (b) Notwithstanding clause 24.1(a), Clubs must immediately delist a Player who has terminated their Standard Playing Contract for cause.

24.2 Delisting Process

Each Club agrees to comply with the following process when delisting a Player, except where clause 24.1(b) applies:

Delisting Meeting

- (a) The Club will provide the Player with reasonable notice of the time, date and place of a meeting with the Senior Coach, Football Manager, List Manager or other suitably qualified person nominated by the Club (**Delisting Meeting**). The Delisting Meeting should be held as soon as practicable after the Club has made a final decision on whether the Player will be delisted.
- (b) At the Delisting Meeting, the Player will be informed, on an individual basis, that the Club has decided to delist the Player and the reasons the Club has for delisting the Player. Unless otherwise agreed, details of these discussions will be kept confidential.
- (c) Should the Player fail to attend a Delisting Meeting that has been reasonably made by the Club, the Club may inform the Player of their delisting in such other manner determined by the Club.

- (d) The Club must have appropriate regard for the mental health and wellbeing of the Player being delisted, including when scheduling the Delisting Meeting.

Player Development Manager

- (e) After the Club has advised the Player of their delisting, the Club will arrange for the Player to meet with the Club's Player Development Manager or equivalent as soon as practicable.
- (f) At that meeting, the Player Development Manager will provide the Player with:
 - (i) information and resources that the Club has regarding the career transition process; and
 - (ii) information about the career transition services, financial services and wellbeing services available to Players through AFLPA, in a form provided by AFLPA.
- (g) The Player Development Manager will, with the Player's consent, contact the relevant AFLPA Regional Manager as soon as practicable and inform them of the details of the Player's delisting.
- (h) If a Player is delisted before the end of the Season or outside of the delisting process set out in this clause for any reason, the Player Development Manager must:
 - (i) encourage the Player to seek advice and support from AFLPA; and
 - (ii) with the Player's consent, as soon as practicable notify the relevant AFLPA Regional Manager of the details of the Player's delisting.

AFLPA

- (i) AFLPA will encourage all delisted Players to commit to attend a career transition consultation arranged by AFLPA.
- (j) AFLPA and AFL will develop a set of industry best practice guidelines in relation to career transition with the aim of providing a resource that may assist Clubs and Player Development Managers with the transition process. These guidelines will be governed by the AFL Industry Governance Committee for Player Development.

Exit Medical Examination

- (k) Each Club will arrange, at the Club's cost, for an exit medical examination to be conducted on the Player in accordance with item 16 of Schedule 4 and the Minimum Medical Standards.
- (l) The exit medical examination and report must cover all relevant matters relating to a Player's medical history, including their medical condition and basic treatment plans for Football Injuries being rehabilitated at the time of the exit medical examination.
- (m) A copy of the exit medical report will be forwarded to the Player within 4 weeks of the examination. Upon request, a copy of the Player's full medical records with the Club will also be provided to the Player as soon as practicable.

- (n) The Club will not disclose the exit medical report to any other person unless the Player agrees in writing or as otherwise permitted by clause 18.
- (o) The Club will comply with item 9.4 of Schedule 4 in respect of any Excess Medical Costs to the Player.

25. Player Contract Information

25.1 AFL

- (a) AFL agrees to provide AFLPA with ongoing access to the secure database containing AFL Standard Player Contracts.
- (b) AFL will establish a secure database containing AFL Additional Services Agreements or will incorporate AFL Additional Services Agreements into an existing secure database as soon as reasonably practicable following execution of this Agreement. Once established, AFL agrees to provide AFLPA with access to such a system on an ongoing basis.
- (c) In addition, AFL agrees to provide AFLPA with the following statistical information, on a de-identified basis, relating to AFL Standard Player Contracts, AFL Additional Services Agreements and other payments to AFL Players, on or before 1 March each year of the Term, or such other date as agreed between the Parties:
 - (i) a breakdown of salary brackets for AFL Players at different stages of their careers in accordance with parameters such as years on an AFL List and Matches played, on an industry and AFL Club-by-Club basis;
 - (ii) a breakdown of Additional Services Agreements in monetary brackets for AFL Players at different stages of their careers on an industry and AFL Club basis, for example years on the AFL List of an AFL Club;
 - (iii) a breakdown by numbers and percentages of base only and base and match contracts for AFL Players on an industry and AFL Club basis;
 - (iv) identification of standard and non-standard contract incentives in AFL Player contracts;
 - (v) incidence of use of contract incentives across the industry and within AFL Clubs; and
 - (vi) a summary of AFL industry contractual trends.

25.2 AFLW

- (a) AFL will establish a secure database containing AFLW Standard Player Contracts and AFLW Additional Services Agreements as soon as reasonably practicable following execution of this Agreement. Once established, AFL agrees to provide AFLPA with access to such a system on an ongoing basis.
- (b) Until such access is available for AFLW Standard Player Contracts and AFLW Additional Services Agreements, AFL will provide AFLPA with specific Standard Player Contracts and Additional Services Agreements as soon as practicable on request from AFLPA.

- (c) As soon as reasonably practicable on execution of this Agreement, at the end of each AFLW player movement period, and on reasonable request by AFLPA throughout the year, AFL will provide AFLPA with a complete and identified summary of each AFLW Player's Tier and any Additional Services Agreements in place. AFL will continue to provide this complete and identified summary for each AFLW Season when available.
- (d) In addition, AFL agrees to provide AFLPA with the following statistical information, on a de-identified basis, regarding salary and benefits provided to AFLW Players, on or before 1 August each year of the Term, or such other date as agreed between the Parties:
 - (i) Tier structures at each AFLW Club;
 - (ii) a breakdown of Additional Services Agreements in monetary brackets for AFLW Players at different stages of their careers on an industry and AFLW Club basis, for example years on the AFLW List of an AFLW Club; and
 - (iii) a summary of all AFLW Additional Services Agreement, and/or Club or AFL Employment Agreement on an AFLW Club-by-Club basis.

25.3 Confidentiality

- (a) AFLPA must treat all Player contract information as confidential and may use Player contract information solely to advance its purposes as the representative of Players as follows:
 - (i) to prepare for and/or support collective bargaining;
 - (ii) to enforce Players' rights, including under the CBA and their Player contracts; and
 - (iii) to inform internal research.
- (b) If AFLPA wishes to utilise the Player contract information for any purpose other than those expressly stated in clause 25.3(a) above, the Parties will confer and agree on whether that purpose is appropriate, including for example what further Player contract information may also be provided to Clubs, Players generally and/or Accredited Agents and if so in what form and upon what conditions and/or undertakings the information should be provided.
- (c) AFLPA, as the collective bargaining representative of Players, warrants it has the right to obtain the Standard Playing Contract and the Additional Services Agreement information as contemplated by this clause.

26. Player Tracking Devices

26.1 Players to Wear Technology

- (a) A Player will wear a GPS Unit in a Match if requested by their Club.
- (b) Data collected from Players wearing GPS Units during Senior Matches will be stored on the AFL Centralised Database in compliance with applicable privacy laws.
- (c) Players may not be required to wear any other device, which collects performance or personal data, during a Match without the prior written approval of AFLPA.

26.2 Use of Player Information – Broadcast

Performance data collected from Players wearing GPS Units during Senior Matches may be provided by AFL and/or its licensees for use in the broadcast of and commentary about Senior Matches by AFL Broadcasters subject to the following:

- (a) AFL Broadcasters may only be provided with the following data collected from GPS Units worn by Players during Senior Matches:
 - (i) visualised identified Player position (no accompanying physiological data);
 - (ii) identified team summary metrics (ie, average speed, average/total distance including integration with captured statistics i.e. in possession, in dispute);
 - (iii) identified top 5 Players from both teams (cumulative) for:
 - (A) distance covered;
 - (B) average speed; and
 - (C) maximum speed,
 which data may be integrated with captured statistics; and
 - (iv) identified non-relativistic individual play breakdown in a positive way, including Player distance covered and speed in an individual play,

(Approved Broadcaster Data).
- (b) AFL Broadcasters will not be provided with access to the AFL Centralised Database.
- (c) AFL Broadcasters will only be provided with Approved Broadcaster Data.

26.3 Use of Player Information – Clubs

AFLPA acknowledges and agrees that performance data collected from Players wearing GPS Units during Senior Matches may be shared between Clubs for the purposes of live match and post-match coaching and analytics subject to the following:

- (a) Centralised Database (Open Field) – Post Game:

Each Club may access the following information through the AFL Centralised Database after the conclusion of the relevant Match:

 - (i) de-identified summary player workload metrics (metrics (and variations thereto) to be mutually agreed by the Parties);
 - (ii) data utilised for Player position and team, rather than by individual;
 - (iii) data summarised as quarter by quarter averages, excluding bench periods; and
 - (iv) data to be uploaded immediately post-match and will be available once migrated to AFL Centralised Database.
- (b) ‘Coaching Tactical System’ – Live and Post Match:

Each Club may access the following information through the Coaching Tactical System:

- (i) visual identification of player position (live and post-Match);
- (ii) home Club full identified high-performance metrics (live and post-Match); and
- (iii) away Club full identified high-performance metrics (post-Match only),

(Approved Club Data).

- (c) The Approved Club Data will be made available:
 - (i) through the Coaching Tactical System in a visual format only and will not have the capacity to export or download raw tracking data; and
 - (ii) to only 10 authorised persons at each Club subject to those persons entering into a confidentiality deed in a form agreed by AFL and AFLPA.

26.4 Research, Performance and Integrity Use

The Parties acknowledge that the data collected by GPS Units may be used by AFL for research (including in connection with review by AFL of Laws of Australian Football) and integrity purposes.

26.5 No Further Use

- (a) Any additional use of performance data collected from GPS Units worn by Players and other devices during Matches by AFL, AFL Broadcasters or Clubs must be approved by AFLPA, provided that AFLPA will act reasonably in determining whether to approve any such request.
- (b) Clubs may only use Approved Broadcaster Data or Approved Club Data for coaching review and internal purposes. Clubs may not use Approved Broadcaster Data or Approved Club Data for any other purpose.
- (c) Clubs will take all necessary steps to ensure that Approved Broadcaster Data and Approved Club Data within its control remains confidential other than as authorised under this Agreement.
- (d) A Club and/or an Authorised Person may be sanctioned for a breach of this clause, or any term of the confidentiality deed the subject of clause 26.3(c)(ii), under the AFL Rules.

26.6 Player has Right to Information

- (a) Players may request access to performance data collected from Players wearing GPS Units during Matches and training including Approved Broadcaster Data and Approved Club Data (**Player Information**).
- (b) If requested, a Club must provide the Player with their Player Information which is held by the Club as soon as practicable.

27. Loss of Club Licence

- (a) In the event that a Club loses its licence to compete in the AFL or AFLW Competition and is suspended from or loses its right to representation in the AFL or AFLW Competition, AFL will in those circumstances assume liability for payment of all Football Payments due to Players of such Club provided that:
 - (i) such Players will accept all reasonable directions from AFL in relation to future employment as footballers and apply any amounts payable in respect of future employment (for the unexpired period of the contract in existence at the date of the loss of licence, suspension and loss of right to representation) to the credit of AFL;
 - (ii) any Player who receives a payment or payments from or on behalf of AFL pursuant to this clause will in respect of such payment or payments enter into an assignment in a form acceptable to AFL, of the Player's entitlement and right to prove in the liquidation or otherwise to participate in the assets or the proceeds of the winding up of the former licensee and AFL will have all rights of the Player to the extent of the payment or payments received by the Player from AFL;
 - (iii) without limiting the rights and entitlements of AFL referred to in clause 27(a)(iv) and subject to clause 27(b), AFL will have the right, where it has assumed liability for payment of Football Payments due to Players of a Club in accordance with this clause, to terminate any contract between any Player and such Club immediately by notice in writing to the Player and upon the giving of such notice, the contract will be at an end provided that AFL will pay to the Player receiving notice, a termination payment calculated in accordance with the provisions of this Agreement as if the Player had been delisted by the Club on the date which such Club lost its licence to compete in the AFL or AFLW Competition and was suspended from or lost its right to representation in the AFL or AFLW Competition; and
 - (iv) where AFL has assumed liability for payment of Football Payments due to Players of a Club in accordance with this clause, AFL will have and be entitled to exercise all of the rights and benefits of the relevant Club under all contracts between such Club and its Players provided that the liability of AFL under such contracts and to such Players will be strictly limited to the obligations set out in this clause.
- (b) Where AFL assumes liability for payment of Football Payments due to the Player of a Club and the Football Payments due to the Player had been reduced as a result of financial circumstances of the Club, AFL will, where the Player so requests for the purpose of this clause, assume the liability in respect of the Football Payments due to the Player immediately prior to the reduction.
- (c) A Player will have the right to appeal to the Appeal Board against any direction by AFL to the Player to play with a particular Club where there are exceptional and compelling circumstances which make it or would make it harsh and unconscionable for the Player to be bound to play with the Club nominated by AFL. The provisions of the AFL Rules will apply to AFL and AFLW Players in this instance.

28. Competitive Balance Review

- (a) AFL and AFLPA will jointly conduct a review of the status of competitive balance - in both the AFL Competition and AFLW Competition (**Competitive Balance Review**).
- (b) AFL and AFLPA may, if agreed, jointly appoint an external third party to provide input to the Competitive Balance Review.
- (c) AFL and AFLPA will agree the purpose and intent of the review, but broadly acknowledge that the objective of 'competitive balance' is to strive for a competition where fans and Players have a reasonable expectation that their Club can field a competitive football team and have a realistic chance of achieving on-field success.
- (d) AFL and AFLPA will, acting reasonably, mutually agree on the terms of reference and scope for the Competitive Balance Review, which will include but not be limited to the identification of structural, financial, and geographical factors which impact competitive balance.
- (e) The Competitive Balance Review will identify the competitive balance mechanisms already in place and outline their operation and impact and will consider how competitive balance can reasonably be measured.
- (f) Following the identification of any competitive balance issues in the Competitive Balance Review, AFL and AFLPA may make agreed findings or recommendations in relation to competitive balance mechanisms to inform future Collective Bargaining Agreements between AFL and AFLPA.
- (g) The Competitive Balance Review will incorporate genuine consultation with Clubs, Players and other relevant stakeholders as determined by the parties.
- (h) AFLPA acknowledges that AFL Commission has ultimate responsibility for the determination of AFL Rules and decisions in relation to competition management in respect of the AFL Competition and AFLW Competition. Pursuant to each Club's Licence Agreement with AFL, AFL is the sole responsible party for the conduct of the AFL Competition and AFLW Competition.
- (i) Any funding AFL and AFLPA agree to contribute towards the Competitive Balance Review will be equally funded by AFL and AFLPA with budget to be agreed.
- (j) The Parties will follow the below timeframes for the Competitive Balance Review. If a milestone set out in this clause 28(j) is unable to be achieved by these timeframes, the Parties will continue to work together in good faith to achieve the milestones as soon as possible thereafter:
 - (i) terms of reference and scope to be agreed by 30 June 2024;
 - (ii) Competitive Balance Review conducted by 31 December 2024; and
 - (iii) any jointly agreed findings or recommendations to be made shortly thereafter.

29. Data Governance

29.1 Privacy Laws

- (a) The Parties acknowledge and agree that the governance and management of Player information and data, including the collection, storage, use, disclosure and disposal must be in compliance with applicable privacy laws.
- (b) The Parties further acknowledge the Players' rights under the Australian Privacy Principles, including their right to access their personal information.

29.2 Data Governance Review

- (a) Within 6 months of the execution of this Agreement (or such later time the Parties may mutually agree), the Parties agree to conduct a review of AFL's, Clubs' and AFLPA's current governance and practices in relation to Player information and data, and compliance with applicable privacy laws (**Data Governance Review**).
- (b) The scope of the Data Governance Review will be agreed between the Parties, but will include:
 - (i) Player personal information (e.g., contact details);
 - (ii) Player information and data relating to AFL-led research;
 - (iii) performance statistics and match information;
 - (iv) Player development information;
 - (v) Player medical records; and
 - (vi) Player integrity information (i.e., drug testing, gambling) which is personal information (as defined in the *Privacy Act 1988* (Cth), including the collection, storage, use, disclosure, management and access of such Player information and data.
- (c) Following the Data Governance Review, the Parties agree to consider its outcomes and, if agreed, may make recommendations based on the Data Governance Review's outcomes.
- (d) The Parties agree that the Data Governance Review will be conducted in accordance with all applicable privacy laws and neither Party will be entitled to access any Player information or data held by the other Party (or the Clubs) as a result of the Data Governance Review.

PART F – COMMERCIAL AND GAME DEVELOPMENT

30. Player Appearances and Use of Player Image

AFL, AFLPA and Players must all comply with the restrictions, rights and obligations as set out in Schedule 6 with respect to Player appearances and use of Player Images.

31. Licensing and Marketing

- (a) AFL will continue to be solely responsible for licensing and marketing of AFL branded products and services featuring AFL Intellectual Property only.
- (b) In respect of products and services branded with a combination of AFL Intellectual Property and Player Intellectual Property the:
 - (i) Parties will jointly develop, procure and engage dual licensing opportunities and arrangements and work together to identify business opportunities for exploiting such products and services;
 - (ii) AFL will administer such dual licensing arrangements;
 - (iii) the royalty rates and fees set out in the AFL Licensing Guidelines and Memorabilia Signing Guidelines at Annexure A (as applicable) will be applied, unless AFL and AFLPA agree otherwise in writing;
 - (iv) AFL will obtain AFLPA's approval of key commercial terms of such dual licensing arrangements such as royalty rates and extent of Player Image use (except where royalty rates are already agreed in the AFL Licensing Guidelines), with such approval not to be unreasonably withheld or delayed;
 - (v) AFL will meet with AFLPA on a regular basis in accordance with the AFL Licensing Guidelines and will provide such information to AFLPA as is required in those Guidelines to provide updates regarding the activities of the dual licensing program, including without limitation, providing key terms of commercial arrangements.
- (c) The Parties agree on a revenue split of the royalties received from Licensing Activities containing Player Images (save for DVD's of Matches), regardless of the number of Players contained in such activities as follows:
 - (i) 65% of royalties to the AFLPA; and
 - (ii) 35% of royalties to the AFL,

save for Player Image use in video and console games, where the revenue split will be 50-50.
- (d) In the event the total royalties payable to AFLPA under this clause totals less than the Licensing Minimum Guarantee in any year, AFL agrees to:
 - (i) pay to AFLPA an amount equal to the difference between the actual amount due and the Licensing Minimum Guarantee (**Shortfall**); and
 - (ii) redirect the Shortfall in equal part to the Injury and Hardship Fund and Marketing Fund.
- (e) Notwithstanding anything in clause 31(d), for the avoidance of doubt, the Licensing Minimum Guarantee will be not less than the amount set out in item 2 of Schedule 3.
- (f) In respect of products and services featuring Player Image only, Players will be entitled to continue such promotion subject to observing the restrictions in respect of AFL Protected Sponsors, AFLW Protected Sponsors and relevant AFL Club Protected Sponsors and AFLW Club Protected Sponsors as set out in Schedule 6.

Additionally, it is acknowledged that AFLPA will be entitled to conduct a licensing and marketing program featuring Player Image only, provided that such program will not prejudice AFL licensing and marketing conducted in accordance with clauses 31(a) and 31(b).

- (g) The promotion by a Player of a Club Sponsor, other than where such promotion involves the promotion of Australian Football, will be regulated in accordance with clause 8.
- (h) AFLPA undertakes not to enter into any Licensing Activities utilising Player Images other than in accordance with the provisions of this Agreement and agrees that any other Licensing Activities that it enters into will not conflict with a sponsor of AFL, or the Licensing Activities of AFL.
- (i) Notwithstanding any other provision of this clause 31, the AFL Licensing Guidelines will also apply to the use of Player Images.

32. Broadcaster Access

- (a) Each Player must at all times comply with the AFL Broadcaster Access Policy as outlined in Schedule 8, as may be varied from time to time.
- (b) Subject to any legally enforceable agreements in place at the date of execution of this Agreement, no Player will, during the Term of this Agreement, enter into any arrangements with any person, corporation or entity designed to or which have the effect of restricting or limiting a Player's participation in any media interview or their general availability to all sections of the media. For clarification and the avoidance of doubt, Players may contract with any media organisation so long as such contract does not preclude a Player from appearing on or in any other media.
- (c) A Player may be requested by a Club to participate in post-Match, pre or post training interviews but will not be directed by the Club to do a media interview during the Player's free time, other than in accordance with Schedule 8.

PART G – MISCELLANEOUS

33. Consultation

33.1 Changes to Rules

- (a) AFL agrees to engage in genuine consultation with AFLPA on any proposed change to AFL Rules, AFLW Rules, Laws of the Game or tribunal match review officer arrangements, which will affect or may affect Players.
- (b) AFL will use reasonable endeavours to allow appropriate time for AFL and AFLPA to meaningfully and properly engage in discussion in relation to changes consulted on in accordance with clause 33.1(a) above, including sufficient time for AFLPA to consider the proposed change or changes. AFL will give the appropriate weight and consideration, in its reasonable opinion, to the views of AFLPA on behalf of the Players prior to any decisions being made.
- (c) Following genuine consultation in accordance with clauses 33.1(a) and 33.1(b), AFL will notify AFLPA of any changes to those documents that affect Players. Clubs will promptly notify their Players of any changes that affect Players.

- (d) AFL will not make any changes to those documents listed at clause 33.1(a) which are contrary to or inconsistent with the provisions of this Agreement.

33.2 Changes to Soft Cap Manual

AFL and AFLPA must agree in writing to any changes to the AFL or AFLW Soft Cap Manual or equivalent policy only regarding the benefits provided to Players under this Agreement, prior to any such change.

33.3 Changes to Fixture

The AFL will consult with AFLPA:

- (a) between the months of July and October (or such other months agreed by the Parties) on the AFL Premiership Season fixture for the following year; and
- (b) between the months of March and June (or such other months agreed by the Parties) on the AFLW Premiership Season for the following season,

and will give appropriate weight and consideration to the views of AFLPA on behalf of the Players prior to any decisions being made on the respective fixtures. Representatives of AFL will meet with representatives of AFLPA not less than five days prior to the publication of either fixture in any year and explain the fixture in the context of AFLPA's views.

33.4 Committees

- (a) A representative of AFLPA will be nominated by AFLPA to assist on any AFL administered committee dealing with the Laws of Australian Football, who will participate from time-to-time on a consultative basis on the matters coming before such committee.
- (b) A representative of AFLPA will be nominated by AFLPA to assist on each of the AFL and AFLW Competition Committees, who will participate from time-to-time on a consultative basis on the matters coming before such committees.
- (c) A representative of AFLPA will be nominated by AFLPA to sit on any AFL-administered committee established to deal with medical/legal issues, who will participate from time-to-time on a consultative basis on the matters coming before any such committee.

33.5 AFL Commission

AFL agrees to invite a representative of AFLPA to attend meetings of the AFL Commission from time-to-time. AFLPA will also be entitled to address the AFL Commission in relation to significant issues which affect AFLPA and/or its members.

33.6 AFLPA Board

AFLPA agrees to invite representatives of AFL to attend meetings of the Board of AFLPA from time to time.

33.7 Workshop

AFL and AFLPA agree:

- (a) to be available for a workshop each year; and

- (b) to conduct a conference involving representatives of each Club every two years.

33.8 Player Updates

Each Club will provide regular updates to its Players on the financial position and future direction of the Club and such other matters that may impact on the employment of Players and/or the conditions and facilities under which the Players train and play.

33.9 End of Season Tribunal Review

AFL agrees that AFLPA will be invited to make submissions and present to AFL as part of AFL's regular end of season tribunal review. AFL will give AFLPA sufficient time (and in all cases at least 21 days, unless otherwise agreed by the Parties) to properly consider and prepare submissions in respect of this review and will give genuine consideration to matters raised by AFLPA.

34. Research

- (a) AFL agrees to consult with AFLPA to determine scope, funding requirements, ethical research practice and support for all research projects relating to issues that may be faced by Players.
- (b) In particular, AFL agrees to consult with AFLPA regarding scope, funding requirements and ethical research practice for AFL's longitudinal brain health initiative, which will be funded by AFL separately to this Agreement.

35. Accredited Agents

- (a) AFL and AFLPA have recognised the right of Players to appoint an agent for negotiating individual Player contracts (including variations to such contracts) and Additional Services Agreements with a Club and the role of such agents.
- (b) In recognition of these matters and the need to maintain a proper balance between the interests of individual Players and the AFL and AFLW Competitions, and the benefits to Players and the AFL and AFLW Competitions of agents having appropriate experience, training and qualifications and demonstrating a thorough understanding of the AFL and AFLW Rules, Standard Playing Contracts, this Agreement and relevant Codes of Conduct, the Parties agree that all agents acting for and on behalf of Players must at all times be accredited by the AFLPA Agent Accreditation Board (**AAB**) or such other body as approved by AFL and AFLPA.
- (c) AFLPA with the AAB or any such equivalent body approved by the Parties, will be responsible for the administration of the accreditation system which will include matters relating to education and regulation. AFLPA will ensure that details of the AFL Competition and AFLW Competition including the AFL and AFLW Rules, Standard Playing Contracts, this Agreement and relevant Codes of Conduct will be included in accreditations and training materials for agents.
- (d) All such agents must maintain such accreditation at all times whilst continuing to act as agents for and on behalf of Players.
- (e) In the negotiation of any new contracts to be entered into between Players and Clubs, Clubs will only negotiate with the Player, an Accredited Agent or a parent or legal guardian of the Player.

36. AFLPA

36.1 Collection of AFLPA Membership Dues

- (a) Upon being provided an authority by a Player under clause 36.2, a Club will deduct annual AFLPA membership dues from the payments due to a Player and will forward payment in full to AFLPA by the due date specified by AFLPA, acting reasonably, and which will not be a date earlier than 30 days prior to the date an invoice is received by a Club from AFLPA for the payment.
- (b) The money deducted by a Club as membership dues pursuant to this clause will be held on trust by the Club for AFLPA.
- (c) If the Club does not forward payment in full to AFLPA by 1 April in each year, provided such date was reasonable and not within 30 days of the date the invoice is received by the Club, the Club must pay to AFLPA an additional amount by way of interest calculated at bank overdraft rates of interest plus 2%, calculated daily for each day payment is delayed.

36.2 Authority Form

AFLPA will provide a Club with an individual deduction authority form from each Player authorising the Club to deduct AFLPA membership dues. An existing authority will be treated as continuing unless cancelled by the Player concerned.

36.3 Right of Entry

An AFLPA representative will be entitled to reasonable access to interview Players of a Club on the Club premises and to conduct the affairs of AFLPA, including distribution of any AFLPA materials, provided that:

- (a) reasonable notice to the Club is given; and
- (b) training or other Club functions are not disrupted or interfered with in any way, and the Club must, in good faith, facilitate such access.

36.4 AFLPA Board

- (a) A Player who is a member of the Board of AFLPA will be entitled to attend up to eight meetings of AFLPA per year provided, where practically possible, the relevant Club is given not less than 14 days' notice by the Player or AFLPA of the time, date and place of the meeting.
- (b) A Player who is a member of the Board of AFLPA or who is a delegate or deputy delegate of AFLPA will be entitled to attend AFLPA annual executive and delegates conference, provided that the relevant Club is given not less than 14 days' notice by the Player or AFLPA of the time, date and place of the meeting.

37. Safe Working Environment

37.1 Club Obligations

- (a) Each Club, as the employer of Players, has obligations under the Occupational Health and Safety legislation in the respective States to provide and maintain a

working environment that is safe and without risk to health, so far as is reasonably practicable.

- (b) Each Club will set up appropriate workplace consultative procedures involving Players and other employees consistent with relevant Occupational Health and Safety legislation to address health and safety matters.

37.2 AFL Reporting

- (a) AFL will provide AFLPA with regular reporting no less than annually for each of the AFL Competition and AFLW Competition regarding Football Injuries on a deidentified basis.
- (b) AFL will provide AFLPA with an annual update in relation to the insurances procured by AFL in relation to Players.

37.3 Consultation with AFLPA

AFLPA is entitled to representation on any AFL-established committees whose decision-making has an impact on Player occupational health and safety. If there are any such existing committees on which AFLPA is not currently represented, AFL must invite AFLPA to participate as soon as reasonably practicable. If AFL establishes any such committees in the future, AFL must invite AFLPA to participate upon their establishment.

38. Equality, Inclusion and Safety

38.1 Commitments

- (a) AFL and AFLPA are committed to progressing an equitable, inclusive and safe environment for all persons involved in Australian Football.
- (b) AFL and AFLPA will:
 - (i) consider principles of equality, inclusion and safety (including cultural safety) and identify where there are opportunities for improvement in their current practices and policies relating to such matters and the implementation of those practices and policies;
 - (ii) commit to raising awareness and education of the meaning of those policies across the industry;
 - (iii) undertake ongoing due diligence and monitoring to identify any potential improvements in the activities and relationships of AFL, AFLPA, Clubs and Players relating to equality, inclusion and safety; and
 - (iv) establish reliable and adequate processes to identify potential areas for improvements as set out in clauses 38.1(b)(i) and 38.1(b)(iii).

38.2 EIS Committee

- (a) Within twelve (12) months of the execution of this Agreement, AFL and AFLPA will establish and maintain a joint Equality, Inclusion and Safety Advisory Committee with equal representation of AFL and AFLPA nominees (**EIS Committee**).
- (b) The EIS Committee will be composed as follows (with appropriate Indigenous and culturally diverse representation, and appropriate seniority and experience):

- (i) a chair appointed by agreement between AFL and AFLPA who has relevant experience (**EIS Committee Chair**);
 - (ii) an agreed number of representatives of Clubs, appointed by agreement between AFL and AFLPA;
 - (iii) an agreed number of nominees of AFL; and
 - (iv) an agreed number of nominees of AFLPA, who will include current and former AFL and AFLW Players.
- (c) AFL and AFLPA will agree on the terms of reference of the EIS Committee according to the following purposes and scope:
- (i) to focus on issues relating to equality, inclusion and safety pertaining to Players and former players;
 - (ii) to provide AFL, AFLPA and Clubs with agreed advice and guidance on principles of equality, inclusion and safety in relation to Players and former players;
 - (iii) to make agreed recommendations to AFL, AFLPA and Clubs as to any potential improvements in their policies, activities and relationships relating to equality, inclusion and safety to the extent such policies in relation to Players and former players; and
 - (iv) to provide any other agreed advice and guidance within the scope of the EIS Committee.
- (d) For the avoidance of doubt, the EIS Committee is not a disciplinary or investigative body or tribunal, and it will not have the power to make recommendations, decisions or determinations with respect to any form of disciplinary conduct, including with respect to a Player's alleged breach of the AFL or AFLW Rules.
- (e) Matters considered by the EIS Committee will be confidential unless disclosure is otherwise agreed to between the Parties, to ensure that matters are dealt with sensitively and that Players and Clubs are not deterred from engaging with the EIS Committee.
- (f) The EIS Committee will hold a minimum of three (3) regular meetings in each year. Additional meetings of the EIS Committee may be suggested by the EIS Committee Chair and held if agreed by both AFL and AFLPA.
- (g) The EIS Committee will prepare and draft an annual report to AFL and AFLPA describing the matters undertaken by the EIS Committee in accordance with the agreed Terms of Reference for the previous 12 month period. AFL, AFLPA and Clubs must keep any such report confidential unless AFL and AFLPA agree.

39. Non-Compliance

- (a) Where a Club has breached a material provision of this Agreement and fails to remedy the breach within seven (7) days of receipt of written notice being given by AFL and AFLPA to the Club, such Club will be liable to sanctions for each week the breach continues.

- (b) The amount of the sanction will be determined by AFL and AFLPA but will not exceed 50 Units (as defined in the AFL Rules) in respect of any one breach, except in the case of a breach of the annual leave provisions set out in item 6 of Schedule 4, the sanction for which will be set out at that item.

40. Preliminary Grievance Resolution Process

- (a) Without limiting the termination rights of the parties under this Agreement or a Player's Standard Playing Contract, if a Party to this Agreement has a grievance (as defined in Annexure D) the parties agree to submit to the grievance process set out in this clause 40.
- (b) The party with the grievance (or its representative) must lodge a written report with the other parties (either by pre-paid post or email) setting out the nature of the grievance and state:
 - (i) the rules, regulations, laws, contracts, codes and/or other rights that are the basis for the claim;
 - (ii) a brief statement of the facts giving rise to the claim; and
 - (iii) the remedy sought.
- (c) Within seven (7) days of a report being lodged under clause 40(b), the aggrieved parties must meet and attempt to resolve the grievance. Player's representatives may accompany the Player at the meeting.
- (d) If the parties fail to resolve the grievance at the first meeting under clause 40(c), either party may seek to have the grievance determined by AFL's grievance procedure in accordance with Annexure D of this Agreement.

41. Anti-Avoidance

- (a) AFL and its Associated Entities will not enter into any agreement, arrangement or understanding with any other party or establish a scheme, arrangement or understanding for the sole, or dominant purpose, of AFL avoiding any of its obligations under this Agreement. Without limiting the operation of this clause but for the avoidance of doubt, the Parties intend this provision to operate to ensure that revenue of the type and kind received by AFL prior to the date of this Agreement will continue to be received by AFL and not its Associated Entities.
- (b) AFL will not do, or omit to do, anything to cause a Force Majeure Event or Renegotiation Event for the sole or dominant purpose of seeking a variation to, or termination of, this Agreement under Annexure D.
- (c) Nothing in this clause 41 restricts AFL from enforcing its contractual rights and obligations with third parties or entering into arrangements with any replacement broadcaster or media partner on terms AFL sees fit.

42. Effect of Termination

If either Party lawfully terminates this Agreement, then despite any clause in a Player's Standard Playing Contract or the AFL or AFLW Rules, the terms and conditions of this Agreement (and any prior Collective Bargaining Agreement) will cease to be incorporated into the Standard Playing Contract on and from the date of termination.

43. Governing Law

This Agreement will be construed in accordance with and be governed by the laws of the State of Victoria and the Parties agree to submit themselves to the non-exclusive jurisdiction of the courts of that State and any courts that may hear appeals from that State, in connection with this Agreement.

44. Modification of Rights

Any present or future legislation which operates to vary an obligation or right, power or remedy of a person in connection with this Agreement is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

45. Notices

45.1 Method of Giving Notices

A notice, consent, approval or other communication (**Notice**) under this Agreement must be in writing, signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:

- (a) delivered;
- (b) sent by pre-paid mail; or
- (c) sent electronically by email,

to that person's address.

45.2 Time of Receipt

A Notice given to a person in accordance with this clause is treated as having been given and received:

- (a) if delivered, on the day of delivery if delivered before 5.00 pm on a Business Day, otherwise on the next Business Day;
- (b) if sent by pre-paid mail, on the day of actual delivery if delivered before 5.00 pm on a Business Day, otherwise on the next Business Day; and
- (c) if sent electronically by email and confirmation is received from the relevant internet service provider that the transmission was successfully received in full and without error, on the day of transmission if the transmission was completed before 5.00 pm on a Business Day, otherwise on the next Business Day.

45.3 Address for Notices

For the purpose of this clause, a person (**Sender**) may take the address and email address of another person (**Recipient**) to be:

- (a) the address set out in this Agreement; or
- (b) the last address notified by the recipient to the sender.

46. Amendment

This Agreement may only be amended or supplemented by an Agreement in writing signed by the Parties.

47. Waiver

- (a) No variation, modification or waiver of any provision of this Agreement nor consent to any departure by any Party from this Agreement, will in any event be of any force or effect unless confirmed in writing, signed by the Parties, and then such variation, modification, waiver or consent will be effective only to the extent to which it may be made or given.
- (b) No failure, delay, relaxation or indulgence on the part of any Party in exercising any power or rights conferred upon such Party in terms of this Agreement will operate as a waiver of such power or right, nor will any single or partial exercise of any such power or right preclude any other or future exercise thereof, or the exercise of any other power or right under this Agreement.

48. Severance

If any provision of this Agreement will be invalid and unenforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with their terms.

49. Assignment

Neither Party may assign any of their rights, benefits or obligations under this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed.

Executed as an Agreement

SIGNED for and on behalf of **Australian**)
Football League ACN 004 155 211 by its duly)
 authorised representative/agent in the presence)
 of:)

.....
 Signature of witness

.....
 Signature of authorised
 representative/agent

By executing this agreement the
 representative/agent states that he/she has
 received no notice that his/her authority to do
 so has been revoked.

.....
 Name of witness
 (please print)

.....
 Name of authorised representative/agent
 (please print)

SIGNED for and on behalf of **AFL Players'**)
Association Limited ACN 662 842 033 by its)
 duly authorised representative/agent in the)
 presence of:)

.....
 Signature of witness

.....
 Signature of authorised
 representative/agent

By executing this agreement the
 representative/agent states that he/she has
 received no notice that his/her authority to do
 so has been revoked.

.....
 Name of witness
 (please print)

.....
 Name of authorised representative/agent
 (please print)

Schedule 1 – Financial Review

Commercial in Confidence

Schedule 2A – Total AFL Player Payments and Benefits

1. Total Player Payments

- (a) The AFL Total Player Payments for each Club (including any new AFL Club to which the AFL issues a licence to compete in the AFL Competition unless otherwise agreed between the Parties) will be as follows:

	2023	2024	2025	2026	2027
TPP Limit for Ratchet Clauses	\$14,890,249	\$15,651,716	\$17,621,398	\$18,148,376	\$18,291,252
Substitute Player value	\$132,529	\$136,506	\$140,601	\$144,818	\$149,163
TPP Limit (aggregate)	\$15,022,778	\$15,788,222	\$17,761,999	\$18,293,194	\$18,440,415

- (b) The Parties have agreed to incorporate payments previously attributed to Substitute Players, into the AFL Total Player Payments Limits. The AFL Total Player Payment Limit before the incorporation of Substitute Player payments, as set out in the first row of the table above, should be used to calculate the impact to an AFL Player's Standard Playing Contract of any Ratchet Clause applicable in any year of the Term. The bottom row of the table above represents the AFL Total Player Payments Limit incorporating Substitute Player payments and should otherwise be used by Clubs for all purposes, including budgeting and compliance with this Agreement.

2. Additional Services Agreements

The Additional Services Agreements limits for each Club will be as follows:

	2023	2024	2025	2026	2027
ASA Limit	\$1,267,304	\$1,267,304	\$1,267,304	\$1,267,304	\$1,267,304

3. Base and Senior Match Payments

- (a) Subject to item 7, a Club will pay each AFL Player it employs other than a First Year Player, Second Year Player, Third Year Player or AFL Rookie Player a minimum base payment per annum and a minimum Senior Match payment per Senior Match as set out in the table below:

Year	Base Payment	Senior Match Payment
2023	\$125,000	\$5,000
2024	\$130,000	\$5,000
2025	\$145,000	\$5,000
2026	\$150,000	\$5,000
2027	\$155,000	\$5,000

- (b) An AFL Player who:
- (i) has been delisted from a Club;
 - (ii) has nominated for the AFL Draft; and
 - (iii) has not nominated the amount of Football Payments they seek,

- (iv) will be paid by the Club who selects him the Football Payments agreed to between the Club and the AFL Player, which amount will be no less than the minimum Base Payment and minimum Senior Match payment set out in this Schedule 2A.

4. 2023 to 2024 Payments for AFL Players Drafted in 2021 and 2022

- (a) An AFL Club will pay each Second Year Player drafted at the 2021 National Draft Selection Meeting and First Year Player drafted at the 2022 National Draft Selection Meeting it employs the payments set out in the following table for 2023:

Player Type	Senior Matches Played Prior Season	Relocation Status	Base Tiers per Draft Pick			Match Rate	Matches Bonus			
			1 - 20	21 - 40	41+		1	6	11	Max
First Year	-	-	\$115,000	\$105,000	\$100,000	\$4,000	\$3,000	\$3,000	\$6,000	\$12,000
Second Year	0-8	Non-Relocated	\$120,000	\$110,000	\$105,000	\$5,000	\$3,000	\$3,000	\$6,000	\$12,000
	0-8	Relocated	\$125,000	\$115,000	\$110,000	\$5,000	\$3,000	\$3,000	\$6,000	\$12,000
	9-16	-	\$130,000	\$120,000	\$115,000	\$5,000	\$3,000	\$3,000	\$6,000	\$12,000
	17+	-	\$150,000	\$140,000	\$125,000	\$5,000	\$3,000	\$3,000	\$6,000	\$12,000

- (b) An AFL Club will pay each Second Year Player drafted at the 2022 National Draft Selection Meeting it employs the payments set out in the following table for 2024:

Player Type	Senior Matches Played Prior Season	Relocation Status	Base Tiers per Draft Pick			Match Rate	Matches Bonus			
			1 - 20	21 - 40	41+		1	6	11	Max
Second Year	0-8	Non-Relocated	\$125,000	\$115,000	\$110,000	\$5,000	\$3,000	\$3,000	\$6,000	\$12,000
	0-8	Relocated	\$130,000	\$120,000	\$115,000	\$5,000	\$3,000	\$3,000	\$6,000	\$12,000
	9-16	-	\$135,000	\$125,000	\$120,000	\$5,000	\$3,000	\$3,000	\$6,000	\$12,000
	17+	-	\$155,000	\$145,000	\$130,000	\$5,000	\$3,000	\$3,000	\$6,000	\$12,000

5. 2024 to 2027 Payments for AFL Players Drafted in 2023 to 2026

- (a) An AFL Club will pay each First Year Player drafted at the 2023, 2024, 2025 and 2026 National Draft Selection Meetings it employs the Base Payments set out in the following table:

	Base 1 st year contract						
Draft Position	2024	2025	2026	2027	1 st year	2 nd year	3 rd year
Pick 1 to 10	\$130,000	\$140,000	\$145,000	\$150,000			
Pick 11 to 20	\$120,000	\$130,000	\$135,000	\$140,000			
Pick 21 to 50	\$110,000	\$120,000	\$125,000	\$130,000			
Pick 51+	\$105,000	\$115,000	\$120,000	\$125,000			



Guaranteed contract & regulated payments



Regulated payments

- (b) An AFL Club will pay each First Year Player, Second Year Player and Third Year AFL Player it employs the Senior Match payments per Senior Match set out in the following table:

Senior Match payments	1 st year	2 nd year	3 rd year
2024-2027	\$4,000	\$4,000	\$5,000

- (c) An AFL Club will pay each First Year Player, Second Year Player and Third Year AFL Player it employs the match incentives set out in the following table where applicable:

	Added to base salary in 2025	
Senior Matches played 2024	1 st year player	2 nd year player
0	\$15,000	n/a
1-5	\$20,000	n/a
6-10	\$30,000	n/a
11-15	\$40,000	n/a
16-17	\$50,000	n/a
18+	\$60,000	n/a

	Added to base salary in 2026	
Senior Matches played 2025	1 st year player	2 nd year player
0	\$10,000	\$20,000
1-5	\$15,000	\$30,000
6-10	\$25,000	\$50,000
11-15	\$35,000	\$70,000
16-17	\$45,000	\$90,000
18+	\$55,000	\$110,000

	Added to base salary in 2027	
Senior Matches played 2026	1 st year player	2 nd year player
0	\$10,000	\$20,000
1-5	\$15,000	\$30,000
6-10	\$25,000	\$50,000
11-15	\$35,000	\$70,000
16-17	\$45,000	\$90,000
18+	\$55,000	\$110,000

- (d) An AFL Club will pay each First Year Player, Second Year Player and Third Year AFL Player it employs the performance incentives set out in the following table where applicable:

	Incentive paid in 2024			Base increase in 2025		
Performance trigger - 2024	1 st year	2 nd year	3 rd year	1 st year	2 nd year	3 rd year
Brownlow	\$50,000	n/a	n/a	\$50,000	n/a	n/a
Club Best & Fairest	\$40,000	n/a	n/a	\$40,000	n/a	n/a
All Australian team	\$30,000	n/a	n/a	\$30,000	n/a	n/a
Top 3 Club B&F	\$30,000	n/a	n/a	-	n/a	n/a
Rising Star	\$20,000	n/a	n/a	-	n/a	n/a
All Australian Squad	\$20,000	n/a	n/a	-	n/a	n/a

	Incentive paid in 2025			Base increase in 2026		
Performance trigger - 2025	1 st year	2 nd year	3 rd year	1 st year	2 nd year	3 rd year
Brownlow	\$50,000	\$50,000	n/a	\$50,000	\$50,000	n/a
Club Best & Fairest	\$40,000	\$40,000	n/a	\$40,000	\$40,000	n/a
All Australian team	\$30,000	\$30,000	n/a	\$30,000	\$30,000	n/a
Top 3 Club B&F	\$30,000	\$30,000	n/a	-	-	n/a
Rising Star	\$20,000	\$20,000	n/a	-	-	n/a
All Australian Squad	\$20,000	\$20,000	n/a	-	-	n/a

	Incentive paid in 2026			Base increase in 2027		
Performance trigger - 2026	1 st year	2 nd year	3 rd year	1 st year	2 nd year	3 rd year
Brownlow	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	n/a
Club Best & Fairest	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	n/a
All Australian team	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	n/a
Top 3 Club B&F	\$30,000	\$30,000	\$30,000	-	-	n/a
Rising Star	\$20,000	\$20,000	\$20,000	-	-	n/a
All Australian Squad	\$20,000	\$20,000	\$20,000	-	-	n/a

	Incentive paid in 2027			Base increase in 2028		
Performance trigger - 2027	1 st year	2 nd year	3 rd year	1 st year	2 nd year	3 rd year
Brownlow	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	n/a
Club Best & Fairest	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	n/a
All Australian Team	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	n/a
Top 3 Club B&F	\$30,000	\$30,000	\$30,000	-	-	n/a
Rising Star	\$20,000	\$20,000	\$20,000	-	-	n/a
All Australian Squad	\$20,000	\$20,000	\$20,000	-	-	n/a

(e) For the avoidance of doubt:

- (i) where an AFL Player achieves the All Australian Team performance incentive they will not additionally be entitled to the All Australian Squad performance incentive; and
- (ii) where an AFL Player achieves the Club Best and Fairest performance incentive they will not additionally be entitled to the Top three (3) Club Best and Fairest performance incentive.

(f) A First Year Player, Second Year Player and Third Year AFL Player will not be entitled to, nor will a Club, pay such AFL Player more than the amounts prescribed in the payments table in item (a) above, other than:

- (i) Relocation Allowances to the extent the AFL Player is eligible as set out in item 5 of Schedule 4;
- (ii) bereavement assistance (paid to such AFL Player or an Associate of such AFL Player) up to a limit of \$2,000, or any other amount as approved by AFL, in the event of a bereavement (or other genuine hardship) affecting the AFL Player; and
- (iii) any match incentive bonus such AFL Player is entitled to in accordance with the match incentives tables in item (b) above; and

- (iv) any performance incentive bonus such AFL Player is entitled to in accordance with the performance incentives table in item (b) above.
- (g) No First Year Player drafted at an National Draft Selection Meeting may extend their AFL Standard Playing Contract beyond the term of that Standard Playing Contract until the conclusion of round 6 of the AFL Premiership Season in the first year of that contract except that a First Year Player drafted at Pick 21+ at an National Draft Selection Meeting may be contracted for a third year on regulated payments at any time.
- (h) A First Year, Second Year or Third Year Player may apply to an arbitrator appointed under the AFL Rules where the AFL Player claims that the provisions of this item 5 operate to unreasonably restrain their trade as a professional footballer and that these provisions should not limit the amounts the AFL Player should be paid. The AFL Rules will apply to a matter brought before the arbitrator under this provision.
- (i) The operation of this item 5 will come into effect from 1 November 2023 and will not apply to AFL Rookies.

6. Additional Services Agreement Eligibility for Third Year Players

Should a First Year Player or Second Year Player achieve one of the following performance incentives in their first two (2) years then that AFL Player and the Club may negotiate an Additional Services Agreement for the third year of their Standard Playing Contract (in addition to their Standard Playing Contract):

- (a) Top ten (10) in the Brownlow Medal;
- (b) Top five (5) in the Club Best and Fairest;
- (c) Top five (5) in the AFL Rising Star;
- (d) All Australian Squad (or Team);
- (e) AFL Rising Star nomination who has played 20 or more Senior Matches cumulatively across their first and second year, for Picks 1 to 5 at an National Draft Selection Meeting only.

7. Rookie Players

7.1 Category A Rookie

- (a) Subject to item 7.2, a Club will pay each Category A Rookie a minimum Base Payment and minimum Senior Match payment per Senior Match of the amount set out in the table below:

Year	Base Payment	Senior Match Payment	Bonus for Senior Matches played in current year			
			1	6	11	Maximum
2023	\$90,000	\$4,000	\$3,000	\$3,000	\$6,000	\$12,000
2024	\$90,000	\$4,000	\$3,000	\$3,000	\$6,000	\$12,000
2025	\$100,000	\$4,000	\$3,000	\$3,000	\$6,000	\$12,000
2026	\$105,000	\$4,000	\$3,000	\$3,000	\$6,000	\$12,000
2027	\$105,000	\$4,000	\$3,000	\$3,000	\$6,000	\$12,000

- (b) No first year AFL Rookie may extend their AFL Standard Playing Contract beyond the term of that contract until the conclusion of round 6 of the AFL Premiership Season in the first year of that contract.

7.2 Mid-AFL Season Draft

- (a) Subject to items 7.2(b) and (c) below, a Club will pay each AFL Player selected in the mid-AFL Season Draft the fixed amounts as set out in the table below in the first year of their AFL Standard Playing Contract:

Year	Base Payment	Senior Match Payment	Bonus for Senior Matches played in current year			
			1	6	11	Maximum
2023	\$50,000	\$4,000	\$3,000	\$3,000	\$6,000	\$12,000
2024	\$50,000	\$4,000	\$3,000	\$3,000	\$6,000	\$12,000
2025	\$55,000	\$4,000	\$3,000	\$3,000	\$6,000	\$12,000
2026	\$58,000	\$4,000	\$3,000	\$3,000	\$6,000	\$12,000
2027	\$58,000	\$4,000	\$3,000	\$3,000	\$6,000	\$12,000

- (b) If an AFL Player selected in the mid-AFL Season Draft is contracted for a second year, they will be subject to the payments set out in items 4, 5 or 7.1(a) of this Schedule (as applicable) in that second year. If that AFL Player is not contracted for a second year and is not added to an AFL List prior to the commencement of the next relevant AFL Premiership Season, the AFL Club will pay that AFL Player \$20,000 in addition to any payments set out in 4.2(a).
- (c) As part of the nomination process for the mid-AFL Season Draft, a player who was previously on an AFL List may nominate the payment terms in their AFL Standard Playing Contract in accordance with the AFL Rules and, if selected in the mid-AFL Season Draft, the relevant AFL Club must pay that Player in accordance with those nominated terms.

7.3 Category B Rookie

- (a) Subject to item 7.3(b) below, a Club will pay each Category B Rookie a minimum base payment and minimum Senior Match payment per Senior Match of the amount set out in the table above at item 7.1.
- (b) A Club may pay each Category B Rookie, who is contracted during the period from 1 April to 31 October in a given year, a minimum Base Payment and minimum Senior Match payment per Senior Match of the amount set out in the table below:

Year	Base Payment		Senior Match Payment	Bonus for Senior Matches played in current year			
	1 April – Mid-AFL Season Draft	Day after Mid-AFL Season Draft – 31 October		1	6	11	Maximum
2023	\$60,000	\$50,000	\$4,000	\$3,000	\$3,000	\$6,000	\$12,000
2024	\$60,000	\$50,000	\$4,000	\$3,000	\$3,000	\$6,000	\$12,000
2025	\$65,000	\$55,000	\$4,000	\$3,000	\$3,000	\$6,000	\$12,000
2026	\$68,000	\$58,000	\$4,000	\$3,000	\$3,000	\$6,000	\$12,000
2027	\$68,000	\$58,000	\$4,000	\$3,000	\$3,000	\$6,000	\$12,000

- (c) If a Category B Rookie is receiving a pro rata amount under item 7.3(b) and plays a Senior Match in the first AFL Season of the AFL Standard Playing Contract, then the minimum payment terms under item 7.1 will apply and Category B Rookie will be paid the difference between the pro rata amount and the minimum base payment (in addition to any Match payments earned) set out under item 7.1, at a time and in a manner agreed by the Category B Rookie and their Club, provided full payment is made before 31 October in the relevant year.

8. Veteran Retiring AFL Players

- (a) A Club may provide the following benefits, up to the value of \$20,000 plus GST, to an AFL Player on the Club's AFL List who has announced their retirement and who has had not less than 10 years' service with the AFL Club (**Veteran Retiring Player**) and such benefits will be outside of and not taken into account in calculating the AFL Total Player Payments of that Club:
 - (i) flights and accommodation for friends or family of the Veteran Retiring Player to attend the final Match in which the Veteran Retiring Player will play for the Club plus tickets and/or hospitality for those persons at that Match;
 - (ii) any profit or auction proceeds from memorabilia received by the Club on product sold in commemoration of the Veteran Retiring Player's retirement (for the avoidance of doubt, this would be any benefit that is incremental to the royalty or profit share payable to the Veteran Retiring Player under Annexure A of this Agreement);
 - (iii) Club marketing or promotional assets utilised to promote the business interests of the Veteran Retiring Player relating to the Player's retirement, as deemed appropriate by the Club, and subject to compliance with any restrictions on AFL Player Image use as set out in this Agreement; and
 - (iv) commemorative gifts and keepsakes that are reasonable and appropriate for a Club to provide in recognition of long service.
- (b) A Club which proposes to provide any benefits to the Veteran Retiring Player as outlined in this item 8 must prior to providing the benefit:
 - (i) notify AFL in writing of the name of the Veteran Retiring Player;
 - (ii) lodge with AFL the proposed benefits that the AFL Club proposes to provide; and
 - (iii) report the final valuation of benefits as part of standard TPP submission processes.

9. AFL Player Prize Money

A prize money pool of \$1.1 million (excluding GST) will be distributed by AFL to AFL Clubs which finish in the top 4 following completion of the AFL Season in the relevant year, to be redistributed to Players on the AFL List of those Clubs in the relevant year on an equitable basis in accordance with the distribution model that was applied following the completion of the 2022 AFL Season, subject to any changes to that distribution model agreed between the Parties.

10. Match Tickets

10.1 AFL Premiership Season and AFL Finals Series (excluding AFL Grand Final)

AFL in conjunction with Clubs will make arrangements to enable each AFL Player on the AFL Primary List and the AFL Rookie List of an AFL Club to receive:

- (a) four (4) general admission tickets to be used at any AFL Match in which the AFL Player's Club is competing during the AFL Premiership Season;
- (b) four (4) reserved seat tickets at any AFL Match that the AFL Player's Club is competing which is a "fully ticketed game" at the MCG or Marvel Stadium during the AFL Premiership Season;
- (c) two (2) reserved seats in the Club enclosure area for AFL Premiership Season Matches they are required to attend. Clubs may request that an AFL Player provide it with notice if they are not using their entitlement in a particular week so that the entitlement can be reallocated;
- (d) the right to purchase two (2) tickets at face value for all AFL Finals Series Matches, excluding the AFL Grand Final; and
- (e) two (2) free reserved seat tickets in an area to be agreed between the Parties for AFL Final Series Matches their Club is playing in, together with the right to purchase two (2) additional tickets in accordance with item 10.1(d) within the Club enclosure.

10.2 Seating Location

- (a) AFL must ensure that all AFL Players required to attend an AFL Match and any family members of AFL Players who attend an AFL Match (provided AFL has been provided with reasonable notice of such family members) using reserved seat tickets accessed through item 10.1 will be provided reserved seating in the AFL Club enclosure area suitably located close to the AFL Club's rooms with necessary security, and, where practicable to do so, reasonably separated from the general public.
- (b) AFL further agrees to use its best endeavours to work with AFL Clubs to provide access to reserved seats within the relevant AFL Clubs' membership allocation for home Matches to accommodate seating required in excess of that available in the Club enclosure, in which the tickets allocated under item 10.1 may be used if required.
- (c) Prior to the commencement of the 2024 AFL Premiership Season, AFL will seek from all AFL Clubs clear feedback on seating arrangements and access at the grounds each AFL Club plays Matches at, with the aim of then making reasonable improvements to the safety of all AFL Players and their families where it is practicable to do so.

10.3 AFL Grand Final

- (a) AFL will provide 1000 AFL Grand Final tickets to AFLPA in each year for AFLPA to make such tickets available to AFL Players, AFLPA stakeholders including past Players, AFLPA Board and Committee members and staff.
- (b) AFLPA will be responsible for:

- (i) allocating AFL Grand Final tickets to AFL Players in such manner as it determines;
 - (ii) collecting payment for the AFL Grand Final tickets from AFL Players; and
 - (iii) making payment to AFL for the face value of the AFL Grand Final tickets by 31 October after the AFL Grand Final provided that AFLPA will not be required to pay AFL for any ticket which AFLPA returns to AFL prior to 15 September in the relevant year.
- (c) In addition to any ticket which an AFL Player may be able to access in accordance with item 10.3(a), each AFL Club that competes in the AFL Grand Final will make not less than 200 Grand Final tickets available to AFL Players selected to compete in the AFL Grand Final (including emergencies), that being eight AFL Grand Final tickets per AFL Player. If any AFL Player does not exhaust their allocation under this item 10.3(c), those tickets will be made available to other AFL Players of the competing AFL Club in a manner determined by the AFL Club.
- (d) All AFL Grand Final tickets must be used in accordance with the *Major Events Act 2009 (Vic)* or equivalent or replacement legislation, and any ticket scheme approved under that Act.
- (e) For the avoidance of doubt the tickets allocated to AFLPA pursuant to item 10.3(a) must not be sold above face value.

10.4 AFL Player Pass

AFL will provide each AFL Player on the AFL Primary List and AFL Rookie List of an AFL Club with a "Player Pass", allowing access to all AFL Premiership Season Matches, subject to capacity and required upgrades for any "fully ticketed game".

11. AFL Player Retirement Account

AFL will provide the following funding to AFLPA for the Player Retirement Account in each year of the Term. AFL will make the full contribution each year by no later than 28 February of the relevant year.

Year	2023	2024	2025	2026	2027
Amount	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000

Schedule 2B – Total AFLW Player Payments and Benefits

1. Total Player Payments

(a) The AFLW Total Player Payments for each Club will be as follows:

Tier	No. of Players	2023 Tier Payment	2024 Tier Payment	2025 Tier Payment	2026 Tier Payment	2027 Tier Payment
Tier 1	2	\$87,192	\$95,331	\$109,760	\$114,149	\$117,968
Tier 2	6	\$71,806	\$78,508	\$89,559	\$93,140	\$96,257
Tier 3	6	\$61,548	\$67,292	\$76,091	\$79,134	\$81,782
Tier 4	16	\$51,290	\$56,077	\$67,337	\$70,030	\$72,373
AFLW Total Player Payments per Club		\$1,795,148	\$1,962,694	\$2,290,812	\$2,382,422	\$2,462,138

(b) The number of AFLW Players in each Tier may be adjusted by a Club, provided that:

- (i) there is a maximum of three (3) Tier 1 AFLW Players per Club; and
- (ii) the total AFLW Player base payments equal the AFLW Total Player Payments per Club specified in this item,

unless agreed otherwise by the AFL and the AFLPA.

2. Additional Services Agreements

The total payments limit for AFLW Players for each Club for Additional Services Agreements (ASA) will be as follows:

Year	AFLW ASA limit per Club
2023	\$100,000
2024	\$100,000
2025	\$127,693
2026	\$131,524
2027	\$135,470

(a) These limits (both minimum and maximum spend) exclude the two Players with the highest value AFLW Additional Services Agreements at each Club in respect of 2023 and 2024.

- (b) Each Club may agree to an Additional Service Agreement for a particular AFLW Player for up to the same duration as the Standard Playing Contract between the Club and the AFLW Player.
- (c) All Additional Services Agreements will terminate on the date which is the earlier of:
 - (i) the expiry or termination of the Additional Service Agreement; or
 - (ii) the expiry or termination of that AFLW Player's Standard Playing Contract.

3. AFLW Player Prize Money Pool

A prize money pool of \$1.1 million (excluding GST) will be distributed by AFL to AFLW Clubs, which finish in the top 8 following completion of the AFLW Season in the relevant year, to be redistributed to AFLW Players on the AFLW List of those Clubs on an equitable basis in accordance with guidelines to be agreed between AFL and AFLPA.

4. Match Tickets

4.1 AFLW Premiership Season and AFLW Finals Series (excluding AFLW Grand Final)

- (a) AFL in conjunction with the Clubs will make arrangements to enable each AFLW Player of an AFLW Club to receive:
 - (i) four (4) general admission tickets to be used at any ticketed AFLW Match in which the AFLW Player's Club is competing during the AFLW Premiership Season;
 - (ii) one (1) general admission ticket to any home AFL Match in which the AFLW Player's Club is competing during the AFL Premiership Season; and
 - (iii) subject to availability, one (1) general admission ticket to any away AFL Match in which the AFLW Player's Club is competing during the AFL Premiership Season.
- (b) Where an AFLW Venue for an AFLW Finals Series Match (excluding the AFLW Grand Final) has a capacity of over 20,000, AFL will use best endeavours in conjunction with Clubs to provide AFLW Players the right to purchase two (2) tickets at face value to each such AFLW Match.

4.2 AFLW Grand Final

- (a) AFL must use best endeavours to provide AFLW Players prior access to purchase up to two (2) AFLW Grand Final tickets per Player before they go on sale to the general public.
- (b) As soon as reasonably practicable after the AFLW Grand Final venue location is determined, AFL must discuss with AFLPA a reasonable ticketing allocation process in respect of the tickets referred to at item 4.2(a) for AFLW Players having regard to the AFLW Grand Final venue capacity, and provided that such allocation does not unreasonably impact or limit availability of AFLW Grand Final tickets for sale to the general public.

- (c) In addition to any ticket which an AFLW Player may be able to access in accordance with item 4.2(a), each Club that competes in the AFLW Grand Final will make not less than 200 AFLW Grand Final tickets available to AFLW Players from that competing AFLW Club in the AFLW Grand Final (including emergencies). If any AFLW Player does not exhaust their allocation under this item 4.2(c), those tickets will be made available to other AFLW Players of the competing AFLW Club in a manner determined by the Club.

4.3 AFLW Player Pass

AFL will provide each AFLW Player on the AFLW List of an AFLW Club with a “Player Pass”, allowing access to all AFLW Premiership Season Matches, subject to capacity and required upgrades for any “fully ticketed game”.

Schedule 3 – Additional Combined Payments and Benefits

This Schedule 3 sets out the Additional Combined Payments and Benefits agreed between the Parties for the Term. Any reconciliation of payments applicable to 2023 will be paid by AFL as soon as reasonably practicable after execution of this Agreement.

1. AFLPA Operating

AFL will provide the following to AFLPA in each year of the Term payable by way of 4 equal quarterly instalments payable on or before 15 November, 15 February, 15 May and 15 August in each year:

Year	2023	2024	2025	2026	2027
AFLPA Operating	\$4,800,000	\$5,700,000	\$5,700,000	\$5,800,000	\$6,000,000

2. Licensing Minimum Guarantee

Subject to clause 31(d) of this Agreement, AFL will pay the following to AFLPA in each year of the Term payable by way of 4 equal quarterly instalments each year, due within 42 days of 15 November, 15 February, 15 May and 15 August respectively, in each year:

Year	2023	2024	2025	2026	2027
Licensing Guarantee	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000

3. Marketing Fund

AFL will make the following funding available for the sole purpose of administering the Marketing Fund in each year of the Term, with all funding to be paid directly to Players pursuant to the Marketing Fund Structure to be agreed:

Year	2023	2024	2025	2026	2027
Marketing Fund	\$5,500,000	\$6,200,000	\$6,900,000	\$7,600,000	\$8,400,000

4. Player Development

AFL will provide the following funding to the AFL Industry Governance Committee for Player Development to be administered in accordance with clause 11 of this Agreement payable for the year commencing 1 November 2022 and each subsequent year as follows:

- (a) for the year commencing 1 November 2022, by way of four equal instalments, on 15 November 2022, 15 February 2023, 15 May 2023 and 15 August 2023; and
- (b) for the remaining years of the Term, by way of 3 equal instalments on or before 28 February, 31 May and 31 August in each year:

Year	2023	2024	2025	2026	2027
Player Development	\$3,100,000	\$4,300,000	\$4,500,000	\$5,100,000	\$5,300,000

5. Injury and Hardship Fund

AFL will provide the following funding to AFLPA in each year of the Term in respect of the Injury and Hardship Fund, payable for the year commencing 1 November 2022 and each subsequent year, as follows:

- (a) for the year commencing 1 November 2022, by way of 4 equal quarterly instalments on 15 November 2022, 15 February 2023, 15 May 2023 and 15 August 2023; and
- (b) for the remaining years of the Term, by way of 3 equal instalments on or before 28 February, 31 May and 31 August in each year:

Year	2023	2024	2025	2026	2027
Injury and Hardship Fund	\$8,215,000	\$8,450,000	\$8,850,000	\$9,170,000	\$9,500,000

6. AFLPA Hospitality

6.1 AFL Hospitality

AFL will provide AFLPA with the following in each year of the Term:

- (a) 200 Category 3 AFL Grand Final tickets to be used in accordance with the *Major Events Act 2009* (Vic) (**Act**) and any ticket scheme approved under that Act (**Scheme**), provided that AFL will be AFLPA's appointed on seller for tickets under that Scheme and will remit the net revenue from all such Grand Final tickets sales to AFLPA;
- (b) six (6) 'GOLD' Medallion Club memberships, which include the following entitlements and benefits:
 - (i) six (6) premium reserved seats for all AFL Premiership Season Matches at the MCG and Marvel Stadium, plus AFL Finals Series Matches (excluding the AFL Grand Final);
 - (ii) six (6) premium reserved seats for the AFL Grand Final, including pre-match hospitality;
 - (iii) six (6) premium reserved seats for nominated non-AFL sporting events held at Marvel Stadium;
 - (iv) priority access to purchase up to six (6) Medallion Club premium tickets to major events, special events and concert events at Marvel Stadium (subject to event promoter restrictions);

- (v) access to all Medallion Club restaurant and premium food and beverage facilities at the MCG and Marvel Stadium (subject to booking availability); and
- (vi) forty (40) complimentary dining packages to be used in conjunction with Medallion Club seating at the MCG or Marvel Stadium during Premiership Season Matches (excluding Finals Series Matches and non-AFL major events, special events and concerts);
- (c) thirty (30) tickets per AFL Match (at cost price) for each AFL Gather Round Match at Adelaide Oval or other equivalent marquee venue;
- (d) one (1) table of ten (10) at an official AFL function at each AFL Match during the AFL Finals Series at the MCG, excluding the AFL Grand Final; and
- (e) ten (10) invites to each of the following Official AFL non-match day function and events (if held):
 - (i) AFL Season Launch;
 - (ii) AFL Awards;
 - (iii) AFL Hall of Fame;
 - (iv) Brownlow Medal; and
 - (v) any other awards event of a similar nature to the above.

6.2 AFLW Hospitality

- (a) AFLPA acknowledges that equivalent hospitality provisions are not able to be replicated for AFLW Matches. If, during the Term, AFLW Matches are regularly fixtured and held at venues where equivalent hospitality provisions are reasonable and equitable, AFL and AFLPA will meet to discuss in good faith hospitality to be provided to AFLPA.
- (b) AFL will provide AFLPA with the following in each year of the Term:
 - (i) ten (10) invites to the AFLW Season Launch;
 - (ii) ten (10) invites to the official W Awards event or any equivalent event; and
 - (iii) any other awards event of a similar nature to the above.

7. Grand Final Travel

- (a) All AFL Players on the AFL List (excluding AFL Players on the AFL Inactive List) of a Club competing in a Grand Final will be entitled to attend the AFL Grand Final at no cost to the AFL Player, including (where necessary) by having their reasonable travel costs from the city in which the relevant Club is based to the host city for the AFL Grand Final in that year paid by the AFL Player's Club.
- (b) All AFLW Players on the AFLW List (excluding AFLW Players on the AFLW Inactive List) of a Club competing in an AFLW Grand Final will be entitled to attend the AFLW Grand Final at no cost to the AFLW Player, including (where necessary) by having their reasonable travel costs from the city in which the relevant Club is based

to the host city for the AFLW Grand Final in that year paid by the AFLW Player's Club.

- (c) A Club may, at their discretion, provide an entitlement as set out in item 7(a) or 7(b) to a Player on an AFL or AFLW Inactive List and, for the avoidance of doubt, the costs of such entitlement will be excluded from the AFL or AFLW Total Player Payments (as applicable).
- (d) Items 7(a) and 7(b) will not apply where it would be inappropriate to require the Club to meet these costs, for instance if the Player's employment has been terminated by the Club.
- (e) Subject to prior approval by AFL, each Club may meet the cost of airfares and accommodation costs for one person per Player playing in the Grand Final, in addition to the Player, travelling from interstate to the Grand Final.
- (f) The costs set out in this item will not be included in the Club's AFL or AFLW Total Player Payments (as applicable).

8. Champion Club

- (a) An award will be given in each year of the Term by AFL to the Club determined based on the format set out below in item 8(b) to be the most successful during each year of the Term on a combined basis across AFL and AFLW Seasons for the relevant year, which as at the date of this Agreement is known as the 'McClelland Trophy' (**McClelland Trophy**).
- (b) For the purposes of determining the winner of the McClelland Trophy in each year, points will be awarded by AFL to Clubs in relation to Premiership Season Match results during each AFL Season and AFLW Season in the relevant year on the following basis, respectively:

Competition	Win	Draw	Loss
AFL	4	2	0
AFLW	8	4	0

The winner of the McClelland Trophy for a given year will be the Club with the most points following completion of the AFL Season and AFLW Season in the relevant year, based on the above weighting allocation.

- (c) AFL will distribute to the winner of the McClelland Trophy a prize money pool of \$1 million in each year of the Term (excluding GST), which will be distributed as follows:
 - (i) \$250,000 to AFL Players;
 - (ii) \$250,000 to AFLW Players; and
 - (iii) \$500,000 otherwise to the Club,

with distribution within each group listed above to be on an equitable basis in accordance with guidelines to be agreed by AFL and AFLPA.

Schedule 4 – Employment Terms and Conditions

1. Times of Payment

1.1 Timing of AFL Player Payment

- (a) An AFL Player will be paid the amounts they are due as set out in Schedule 2A and their Standard Playing Contract in accordance with this item 1.1 of Schedule 4.
- (b) An AFL Player will be paid their:
 - (i) minimum base payment or base payment (as the case may be) by twelve (12) equal monthly instalments commencing on 1 November to 31 October the following year; and
 - (ii) Senior Match Payments (payable if the Player is listed on the Official Team Sheet other than an Emergency Player as defined in the AFL Regulations) on the 15th day of each month for Matches played in the preceding month or such earlier date as agreed between the Player and the AFL Club.
- (c) Any payment due to an AFL Player pursuant to an Additional Services Agreement will be payable in accordance with the terms of the Additional Services Agreement.
- (d) AFLPA may raise with AFL during the term of this Agreement, the implementation of appropriate procedures to ensure timely payment of Player's payment under this item 1 of this Schedule 4.
- (e) An AFL Player will be paid all bonus and incentive payments by no later than 31 October in the year in which the bonus and/or incentive payments were earned.

1.2 Timing of AFLW Player Payment

- (a) An AFLW Player will be paid the amounts they are due as set out in Schedule 2B and their Standard Playing Contract in accordance with this item 1.2 of Schedule 4.
- (b) Subject to item 1.2(d), an AFLW Player will be paid their Tier payment as set out in Schedule 2B and their Standard Playing Contract in 12 equal monthly instalments on the 15th day of each month during each year of their Standard Playing Contract.
- (c) Any payment due to an AFLW Player pursuant to an Additional Services Agreement will be payable in accordance with the terms of the Additional Services Agreement.
- (d) An AFLW Player will not be entitled to any payment under item 1.2(b) in each year until:
 - (i) they have signed an AFLW Standard Playing Contract; and
 - (ii) the AFLW Trade Period in the relevant year is complete.

If the conditions set out in items 1.2(d)(i) and 1.2(d)(ii) above are not satisfied by 1 January in any year, once the conditions are satisfied, the first payment paid to the AFLW Player under item 1.2(b) for that year will include any monthly instalment that has not been paid from 1 January of that year to the date of first payment.

1.3 2023 Player Payment

The Parties acknowledge that this Agreement has been entered into after 1 November 2022, being the date on which it takes effect, and as a result Players may be due a back payment for an increase to the salary payable to the relevant Player due to the operation of Schedule 2A or Schedule 2B (as applicable) and the Player's Standard Playing Contract. In such circumstances the following will apply:

- (a) in respect of AFL Players, as soon as reasonably practicable, each Club will calculate and notify the AFL Player of the difference between what the AFL Player has been paid for the period 1 November 2022 to 31 October 2023 and what the AFL Player should be paid over that same period as a result of this Agreement and its impact on the AFL Player's salary (**AFL Player Shortfall**);
- (b) the AFL Player Shortfall will be paid to AFL Players as soon as reasonably practicable after AFL approval of all variations to AFL Player Standard Playing Contracts to account for any increase in salary; and
- (c) in respect of AFLW Players, any difference between what the AFLW Player has been paid in respect of AFLW Season 8 and what the AFLW Player should be paid for AFLW Season 8 as a result of this Agreement and the impact on the AFLW Player's salary will be paid to AFLW Players as soon as reasonably practicable after execution of this Agreement and with AFL using best efforts to facilitate payment by 30 November 2023.

1.4 General

AFLPA on behalf of the Players further acknowledges and agrees that:

- (a) all payment amounts payable to a Player in accordance with this Agreement will be inclusive of superannuation as applicable. Where required by law, the Club will pay into a Player's nominated superannuation fund (or where no fund is nominated, into the AFLPA's default superannuation fund) such amounts required to be paid from time to time in order to comply with any legislated superannuation obligations;
- (b) Club or AFL (as applicable) may request reimbursement of, or deduct from, any payment due to be made to a Player pursuant to this item 1 such amounts Club or AFL is required to deduct by reason of any law, including PAYG taxation instalment deductions;
- (c) Club or AFL (as applicable) may deduct from (to the extent permitted by law) payment due to be made to a Player pursuant to this item 1:
 - (i) such amounts as a Player agrees in writing are owing to AFL or the Club; and
 - (ii) any fines that have been properly imposed against a Player (including fines imposed under AFLW Rules).

2. Deductions and Reimbursements

- (a) A Club will not be entitled to deduct amounts from a Player's salary unless the deduction is lawful or authorised in writing by the Player and pertains to an item that has been listed as capable of such deduction by AFL and AFLPA.

- (b) Clubs must ensure that all Player reimbursements required by Clubs pursuant to this Agreement (subject to any waiting period for insurance claims made pursuant to this Agreement) are paid to Players within 14 days of the Player submitting the relevant and required paperwork for a reimbursement to the Club.

3. Tools of Trade

3.1 Player's Tools of Trade

- (a) Players will be entitled to Tools of Trade of Player's choice in accordance with this item 3.
- (b) A Player's ability to wear footwear of their choice must not be restricted by any future contracts entered into by AFL, a Club or in respect of the AFL Licensing Program.
- (c) Notwithstanding any AFL, AFLW or Club Protected Sponsor arrangements which may be in place, Players will, subject to item 3.1(f), be entitled to licence the use of their Image to their Tools of Trade sponsors who is a competitor of a Club Protected Sponsor (**Tools of Trade Sponsor**), provided that:
 - (i) the AFL Player receives no less than \$20,000 or the AFLW Player receives no less than \$3,000 from the Tools of Trade Sponsor for the grant of such licence; and
 - (ii) such use does not involve the use or association with AFL, AFLW or Club Intellectual Property.
- (d) Any amount paid to a Player under this item 3.1 by a Tools of Trade Sponsor will be excluded from the relevant Club's Total Player Payments or Additional Services Agreements limit, unless it is determined by the General Counsel in their discretion that such payment is not commercial or bona fide.
- (e) The right granted under item 3.1(c) is subject to fulfilment of existing contractual obligations but not creation of new ones such as by extension or renewal of an existing contractual obligation.
- (f) AFLPA on behalf of all Players acknowledges and agrees that:
 - (i) if a Player licences that Player's Image to a Tools of Trade Sponsor pursuant to item 3.1(c), such licence does not extend to other apparel of the Tools of Trade Sponsor and the Player's Image will not be used in association with other apparel of the Tools of Trade Sponsor. A Player will not be in breach of this item 3 if that Player's Image is associated with other apparel of the Tools of Trade Sponsor, provided the association is incidental to promotion of the footwear; and
 - (ii) a Player is entitled to licence that Player's Image to Tools of Trade sponsors (other than footwear sponsors, which are covered by item 3.1(c)) in accordance with the AFL Licensing Guidelines unless AFL or Club (as applicable) nominates in writing prior to the start of the AFL or AFLW Season (as applicable) that a Tools of Trade sponsor is a Protected Club Sponsor, AFL or AFLW Protected Sponsor and provided such use does not involve the use or association with AFL, AFLW or Club Intellectual Property.

3.2 Club Footwear

- (a) Subject to item 3.2(c), Clubs will provide a minimum of two (2) pairs of running shoes and three (3) pairs of boots for each Player, and additional boots or running shoes as reasonably required in the Club's discretion (acting reasonably) at no cost to a Player, unless a Player makes an election pursuant to item 3.2(d)(i).
- (b) The Club will determine the brand and style of footwear at its sole discretion (**Club Footwear**).
- (c) Should a Player have a medical reason for not wearing the Club Footwear, as approved by the Club Doctor or Club podiatrist, then the Club will supply a minimum of two (2) pairs of runners and three (3) pairs of boots for such Player from an alternate supplier or reimburse that Player for the cost of alternate Club Footwear.
- (d) Subject to item 3.2(c):
 - (i) if a Player does not wish to use Club Footwear, the Player must, on or before the commencement of training following Post Season Leave, in respect of AFL Players, and the Training Start Date, in respect of AFLW Players, advise their Club of such election. A Player's election will be binding for the AFL or AFLW Season; and
 - (ii) Clubs must ensure that Club Footwear is available to Players who have not opted out of Club Footwear by no later than the commencement of training following Post Season Leave, in respect of AFL Players, and the Training Start Date, in respect of AFLW Players.
- (e) The minimum entitlements set out in this item do not discharge a Club of its obligation to reimburse Players for the cost of equipment in accordance with item 3.3(a).

3.3 Reimbursements for Tools of Trade

- (a) A Club will reimburse Players the cost of any item that the Club instructs the Player to use but does not adequately provide to the Player, including but not limited to, footwear (boots and running shoes), gloves, compression garments, GPS watches, heart-rate monitors, club uniform, training equipment, IT equipment, supplements, recovery products and bikes.
- (b) For the avoidance of doubt, if a Club provides Players with the item in sufficient quantity and of appropriate quality, the Club will not be required to reimburse a Player if they elect to purchase a substitute for the item provided by the Club.
- (c) The Club and AFL are not otherwise required to reimburse a Player for the cost of any item or equipment that forms part of Player's Tools of Trade other than as set out in item 3.3. For the avoidance of doubt, if a Player elects not to wear Club Footwear in accordance with item 3.2, the Club is not required to reimburse the Player for costs of footwear other than in accordance with item 3.2(c).

4. Car Parking, Travel, Accommodation and Meals

4.1 Car Parking

- (a) In respect of AFL Players, subject to item 4.1(c), AFL and each Club agrees to provide all AFL Players a secure, reserved car park at AFL Matches they are

required to attend and appropriate security when travelling to and from their Club's rooms when necessary. AFL Players will not be required to pay for their own parking when they are required to attend a Match.

- (b) In respect of AFLW Players, where the Parties acknowledge that AFLW Matches are likely to be fixtured at differently tiered venues than AFL Matches in respect of available facilities, AFL and Clubs will use their respective best endeavours to provide AFLW Players with access to off-street, complimentary car parking at AFLW Matches and AFLW Club Sessions attended by an AFLW Player and provide appropriate security when the AFLW Player is travelling to and from the AFLW Player's Club rooms on Match day when necessary.
- (c) The Parties acknowledge that the MCG and Marvel Stadium arrangements are as follows for both AFL and AFLW Players as applicable:
 - (i) At the MCG, Player parking (in addition to existing underground parking entitlements of Players) will be in an area close to the entrance – where AFL umpires and officials park for matches. These tickets will be provided to Clubs for each Match for the use of Players who are required to attend that Match as part of a team participating in the Match.
 - (ii) At Marvel Stadium, Clubs will reimburse Players who are required to attend a Match as part of the team participating in the Match for the cost of parking at the ground.

4.2 Player Travel and Accommodation for Matches

- (a) Where Players are required to travel interstate or overseas to play in Matches:
 - (i) Clubs will arrange and pay for reasonable transport and accommodation in relation to a Player's required interstate or overseas travel to play in a Match;
 - (ii) Clubs will be required to reimburse Players for all reasonable costs incurred with interstate or overseas travel, including but not limited to airport transfers and parking;
 - (iii) AFL and Clubs will use commercially reasonable endeavours to work with AFL's airline partner to provide upgraded seating, exit row seating or 2 passengers per 3 seats for all selected Players, subject to seat availability, and provided that Clubs will not be required to purchase extra seats above the subsidy levels which applied at the commencement of the 2023 AFL and AFLW Seasons, respectively;
 - (iv) AFL will use commercially reasonable endeavours to provide any Club based in Western Australia with a minimum of twelve (12) business class seats, subject to availability, on each flight travelling to/from Western Australia to/from any state or territory of Australia other than South Australia and the Northern Territory with such seats to be made available to Players and, for the avoidance of doubt, Clubs must book these seats as soon as possible once the relevant fixture has been announced;
 - (v) AFL and Clubs will provide all Players with either business class or premium economy seats on any international flight save for flights to and from New Zealand; and

- (vi) where a Player is required to stay overnight as a result of interstate travel to attend a Match, costs incurred by a Club in providing additional rooms in order to accommodate Players in single rooms will not be included as Football Department Expenditure for the purposes of determining a Club's compliance with the Football Department Expenditure Threshold (as defined in the AFL Rules).
- (b) Where an AFLW Player is required to travel to a regional location in excess of a 100km round trip from the Club's usual home training facility to play in an AFLW Match:
 - (i) Clubs will arrange and pay for reasonable transport and, where necessary, accommodation in relation to an AFLW Player's required regional travel to play in the AFLW Match;
 - (ii) where the Club has not provided an alternate mode of transport (e.g. bus), Clubs will be required to reimburse AFLW Players for all reasonable costs incurred for such regional travel including but not limited to airport transfers, parking and petrol (calculated at the per kilometre rate as specified by the Australian Taxation Office); and
 - (iii) where an AFLW Player is required to stay overnight as a result of such regional travel to attend an AFLW Match, costs incurred by a Club in providing additional rooms in order to accommodate AFLW Players in single rooms will not be included as Football Department Expenditure for the purposes of determining a Club's compliance with the Football Department Expenditure Threshold (as defined in the AFL Rules).
- (c) Clubs will not be required to pay for a Player's travel, parking, transport or accommodation costs or expenses should Players unreasonably choose to undertake personal arrangements outside of the arrangements provided by the Club pursuant to this item 4 of Schedule 4.

4.3 AFLW Club Session Accommodation and Meals

- (a) Clubs will provide AFLW Players with meals after evening Club Sessions. Clubs may require AFLW Players to meet the cost of such a meal, or the Club will incur the cost of AFLW Player meals themselves.
- (b) Clubs must arrange for AFLW Players to be provided with accommodation at the AFLW Club's cost after evening training when the Club and AFLW Player agree that it is unsafe for them to travel home (**Post Training Accommodation**).
- (c) Post Training Accommodation must be arranged by a Club on request by an AFLW Player, if:
 - (i) an AFLW Player is required for a Club Session past 9pm and the distance between the location of the Club Session and the AFLW Player's normal residence is greater than 50km; or
 - (ii) an AFLW Player is required for a Club Session past 9pm and the distance between the location of the Club Session and it can be expected to take the AFLW Player longer than one (1) hour to get to the AFLW Player's normal residence; or

- (iii) an AFLW Player is required for a Club Session past 9pm and there are extreme weather conditions that make it unsafe for a Player to drive from the location of the Club Session; or
 - (iv) if an AFLW Player and Club otherwise agree that it is unsafe for the AFLW Player to travel home after evening training, irrespective of when it concludes.
- (d) For the purposes of items 4.3(c)(i) and 4.3(c)(ii), if an AFLW Player has moved significantly further away from the Club's training base after signing with that the Club, the original residence of the AFLW Player will be considered in determining eligibility for Post Training Accommodation.
- (e) For the purposes of items 4.3(c)(iii) and 4.3(c)(iv), the following will be taken into account when determining whether it is unsafe for an AFLW Player to travel:
- (i) fatigue;
 - (ii) injury;
 - (iii) weather conditions; and
 - (iv) emotional distress.

5. Relocation Allowance

5.1 Relocated Players

A Player may be a Relocated Player if their ordinary place of residence is in a location of such distance from the relevant Club's primary training ground that the Player would reasonably be required to relocate. For the purposes of the Relocation Allowances within this item 5, reasonably required to relocate means a Player who falls into one of the following relocation categories:

- (a) Interstate Relocated Player – a Player will be an Interstate Relocated Player if they are required to cross a state border and the total distance travelled is greater than 150km to reach the relevant Club's primary training ground.
- (b) Regional Relocated Player – a Player will be a Regional Relocated Player if they are required to travel greater than 150km to reach the relevant Club's primary training ground.
- (c) Outer Metropolitan Relocated Player – a Player will be an Outer Metropolitan Relocated Player if they are required to travel greater than 80km and less than 150km to reach the relevant Club's primary training ground. Eligibility under this category is subject to Club discretion and AFL approval of reasonableness must be obtained.
- (d) International Relocated Player – a Player will be an International Relocated Player if their ordinary place of residence is a country other than Australia.

5.2 First Year Domestic Player Relocation Allowance – AFL and AFLW Players

- (a) A First Year Player, who is an Interstate Relocated Player, Regional Relocated Player or Outer Metropolitan Relocated Player, is eligible for the First Year Domestic Player Relocation Allowance in accordance with item 5.2(b).

- (b) The First Year Domestic Player Relocation Allowance comprises the following:
- (i) Relocation Costs: reasonable costs of relocating the Player and their belongings (based on actual costs). Relocation Costs will be available for an Interstate Relocated Player, Regional Relocated Player or Outer Metropolitan Relocated Player;
 - (ii) Living Allowance: up to \$16,500 excluding FBT (where applicable) to be attributed to the purchase or rent of household items, rent, living expenses or any other reasonable relocation-related expenses, to be determined by the Player in consultation with and the approval of the Player Development Manager and always in accordance with guidelines to be provided by AFL from time to time in consultation with AFLPA. The Living Allowance will be available for an Interstate Relocated Player, Regional Relocated Player or Outer Metropolitan Relocated Player;
 - (iii) Player and Family Travel and Accommodation: entitlements for the Player to travel to their family's ordinary place of residence or for the Player's family to travel to the Player's place of residence, in accordance with the Player's relocation category as prescribed in item 5.1, as follows:
 - (A) AFL Interstate Relocated Player: 10 return economy flights and 8 nights accommodation at the Player's new location;
 - (B) AFLW Interstate Relocated Player: 6 return economy flights and 4 nights accommodation at the Player's new location;
 - (C) AFL Regional Relocated Player: petrol allowance for 10 return trips, valued according to the ATO's cents per km reimbursement guidelines, or 10 return economy flights, and 8 nights accommodation at the Player's new location. Regional flights are only to be utilised to the extent the Club deems it to be reasonable and appropriate;
 - (D) AFLW Regional Relocated Player: petrol for 6 return trips, valued according to the ATO's cents per km reimbursement guidelines, or 6 return economy flights and 4 nights accommodation at the Player's new location. Regional flights are only to be utilised to the extent the Club deems it to be reasonable and appropriate.
 - (E) AFL or AFLW Outer Metropolitan Relocated Player: not eligible for any travel or accommodation.
- The allocation of such travel and accommodation entitlements between the Player and family are to be determined by the Player in consultation with and the approval of the Player Development Manager.
- (c) A Second Year Player who has not extinguished their First Year Domestic Player Relocation Allowance in their first year may access the balance of their First Year Domestic Player Relocation Allowance during their second year, provided they are party to a Standard Playing Contract for that second year. For the avoidance of doubt, this does not apply to a Player who has been recruited to another Club in their second year.
 - (d) Clubs will be responsible for arranging flights and accommodation for Players pursuant to item 5.2(b)(iii). A Player must use best endeavours to provide their Club

with at least 14 days' notice (28 days in the case of international flights) of a request for flights and accommodation to be booked, except in circumstances where the flights and accommodation are being used in relation to a Match at their new place of residence for which the Player receives notice of their selection within 7 days of the relevant Match where the Player has not played a Match in the previous two rounds of the relevant AFL Season.

- (e) If a Player initially chooses not to relocate, and would otherwise be eligible for the First Year Domestic Player Relocation Allowance under this item 5.2, and subsequently requests or is required to relocate prior to 31 January of the second year of their Standard Playing Contract, the Player may be eligible for the First Year Domestic Player Relocation Allowance upon application to, and approval from, AFL. Any approval may be granted on a pro-rata basis, as deemed reasonable by AFL taking into account the circumstances of the relocation.

5.3 Mid-AFL Season Draft Relocation Allowance – AFL Players

- (a) A First Year AFL Player selected in the mid-AFL Season Draft will be eligible for the First Year Domestic Player Relocation Allowance on a pro-rata basis as follows:
 - (i) reasonable costs of relocating the Player and their belongings (based on actual costs). This will be available for an Interstate Relocated Player, Regional Relocated Player or Outer Metropolitan Relocated Player;
 - (ii) 50% of the Living Allowance specified in item 5.2(b)(ii). This will be available for an Interstate Relocated Player, Regional Relocated Player or Outer Metropolitan Relocated Player; and
 - (iii) 50% of Player and Family Travel and Accommodation pursuant to item 5.2(b)(iii). This will be available for an Interstate Relocated Player or Regional Relocated Player.
- (b) Should an AFL Player selected in the mid-AFL Season Draft be contracted for a second year, that AFL Player may access the balance of their First Year Domestic Player Relocation Allowance which has not been extinguished (including the additional 50% of the Living Allowance specified in item 5.2(b)(ii) and Player and Family Travel and Accommodation specified in 5.2(b)(iii) for the following AFL Season that the Player would not otherwise have been eligible for if the Player was only contracted for one year).

5.4 Non-First Year Player Relocation Allowance – AFL Players

- (a) An AFL Player, other than an AFL First Year Player, drafted for a second time, or who moves Clubs via a trade, Pre-Season Supplemental Selection Period or pursuant to the AFL Free Agency Rules may be provided the AFL Non-First Year Player Relocation Allowance if they are an Interstate Relocated Player or Regional Relocated Player.
- (b) The AFL Non-First Year Player Relocation Allowance comprises the reasonable costs of relocating the Player and their belongings (based on actual costs).
- (c) The AFL Non-First Year Player Relocation Allowance must be agreed between the Player and the relevant Club, and specified in the Player's Standard Playing Contract.

- (d) An AFL Player, who is an Outer Metropolitan Relocated Player and otherwise meets the criteria in item 5.4(a), may also be provided the Non-First Year Player Relocation Allowance subject to the approval of the AFL, acting reasonably and taking into consideration the circumstances of the AFL Player.

5.5 Non-First Year Player Relocation Allowance – AFLW Players

- (a) An AFLW Player, other than an AFLW First Year Player, signed through any mechanism, including by way of draft, trade, free agency (or through any special assistance mechanisms that may be in place from time to time) may be provided the AFLW Non-First Year Player Relocation Allowance if they are an Interstate Relocated Player or Regional Relocated Player.
- (b) The AFLW Non-First Year Player Relocation Allowance comprises the following:
 - (i) Relocation Costs: reasonable costs of relocating the Player and their belongings (based on actual costs); and
 - (ii) Allowance: up to \$10,000 (excluding FBT, where applicable) to be attributed to any or all of the following costs and expenses:
 - (A) temporary accommodation or rent for permanent accommodation for up to four months;
 - (B) storage of household goods;
 - (C) connection of utilities;
 - (D) loan for security deposit.
- (c) The AFLW Non-First Year Player Relocation Allowance must be agreed between the Player and the relevant Club, and specified in the AFLW Player's AFLW Standard Playing Contract.
- (d) The AFLW Non-First Year Player Relocation Allowance may be provided in the Player's first year at the relevant Club only and will not rollover to a future year if not exhausted.
- (e) An AFLW Player, who is an Outer Metropolitan Relocated Player and otherwise meets the criteria in item 5.5(a), may also be provided the AFLW Non-First Year Player Relocation Allowance subject to the approval of the AFL, acting reasonably and in consideration the circumstances of the AFLW Player.

5.6 Delisted Relocation Allowance – AFL and AFLW Players

- (a) A First Year Player, who is an Interstate Relocated Player or Regional Relocated Player, who is delisted from a Club's List after up to two years of service and returns to their home state or region is eligible for the Delisted Relocation Allowance.
- (b) The Delisted Relocation Allowance comprises the reasonable costs of relocating the Player and their belongings (based on actual costs).
- (c) The Delisted Relocation Allowance will not apply to a Player:
 - (i) who is recruited by another Club;

- (ii) who has retired;
 - (iii) whose contract was terminated as a result of serious or repeated misconduct by that Player; or
 - (iv) who has agreed in writing with their Club to otherwise terminate their contract.
- (d) A First Year Player, who is an Outer Metropolitan Relocated Player and otherwise meets the criteria in item 5.6(a), may also be provided the Delisted Relocation Allowance subject to the approval of the AFL, acting reasonably and taking into consideration of the circumstances of the Player.

5.7 First Year International Relocation Allowance – AFL and AFLW Players

- (a) A First Year Player, who is an International Relocated Player, is eligible for the First Year International Relocation Allowance.
- (b) The First Year International Relocation Allowance comprises the following:
 - (i) Relocation Costs: reasonable costs of relocating the Player and their belongings (based on actual costs);
 - (ii) Allowance: up to \$16,500 excluding FBT (where applicable) to be attributed to the purchase or rent of household items, rent, living expenses or any other reasonable relocation-related expenses, to be determined by the Player in consultation with and the approval of the Player Development Manager and always in accordance with guidelines to be provided by AFL from time to time in consultation with AFLPA;
 - (iii) Player Travel: one (1) return economy flight for the Player to travel to their family's ordinary place of residence; and
 - (iv) Family Travel: two (2) return economy flights for the Player's family to travel to the Player's place of residence.
- (c) The First Year International Relocation Allowance is available in the first year the Player is listed and will not rollover to a future year if not exhausted.
- (d) Clubs will be responsible for arranging flights for Players pursuant to items 5.7(b)(iii) and 5.7(b)(iv). A Player must use best endeavours to provide their Club with at least 28 days' notice of a request for a flight to be booked.
- (e) In addition to any other International Relocation Allowance a Player may be eligible for under this item 5.7, Clubs may provide eligible Players who are relocating from countries outside Australia, in each year of the Player's Standard Playing Contract, with the actual costs of:
 - (i) a visa if required for the Player to participate in the AFL or AFLW Competition; and
 - (ii) the demonstrated difference in the cost of health insurance for an international Player compared to a domestic Player.

5.8 Returning International Relocation Allowance – AFLW Players

- (a) A returning AFLW Player, who is an International Relocated Player, may be provided the AFLW Returning International Relocation Allowance if they have previously accessed the First Year International Relocation Allowance.
- (b) The AFLW Returning International Relocation Allowance comprises the following:
 - (i) Living Allowance: \$6,000 (gross); and
 - (ii) Player Travel: one (1) return economy flight for the AFLW Player to travel to their ordinary place of residence. For the avoidance of doubt, this will only be made available to the extent the AFLW Player is relocating to their ordinary place of residence at the conclusion of the AFLW Season.
- (c) Clubs will be responsible for arranging flights for AFLW Players pursuant to item 5.8(b)(ii). A Player must use best endeavours to provide their Club with at least 28 days' notice of a request for a flight to be booked.
- (d) The AFLW Returning International Relocation Allowance is only available if the AFLW Player is not an Australian permanent resident or citizen.
- (e) In addition to any other International Relocation Allowance a Player may be eligible for under this item 5.8, Clubs may provide eligible Players who are relocating from countries outside Australia, in each year of the Player's Standard Playing Contract, with the actual costs of:
 - (i) a visa if required for the Player to participate in the AFL or AFLW Competition; and
 - (ii) the demonstrated difference in the cost of health insurance for an international Player compared to a domestic Player.

5.9 General

- (a) The Relocation Allowances in this item 5 will cease to apply to a Player:
 - (i) who has retired;
 - (ii) whose Standard Playing Contract was terminated as a result of serious or repeated misconduct by that Player; or
 - (iii) who has agreed in writing with their Club to otherwise terminate their Standard Playing Contract.
- (b) The Relocation Allowances in this item 5 will be excluded from the Total Player Payments of a Club provided the costs are considered by the AFL Investigations Manager to be reasonable and bona fide. In assessing the reasonableness of the costs incurred, account will be taken of the circumstances of the relocation including the distance travelled and the assets and personal effects relocated.
- (c) AFL will from time to time issue bulletins or guidelines, as approved by AFLPA, outlining the detailed arrangements governing the provision of Relocation Allowances under this item 5.

- (d) The operation of this item 5 will not come into effect until 1 November 2023 in respect of AFL Players and 1 January 2024 in respect of AFLW Players.

6. Annual and Long Service Leave

Players will be entitled to the minimum periods of leave of absence from all employment obligations (**Leave**) with their Club, as set out in this item 6.

6.1 Post Season Leave

(a) AFL

- (i) An AFL Player will be entitled to Leave between their Club's Season Conclusion Date and Recommencement Date (**Post Season Leave**).
- (ii) A Club's Season Conclusion Date will be the Tuesday after the Club's final Match of the AFL Season, except that:
 - (A) if the Club provides AFL Players days off on the Monday and Tuesday following its final AFL Match, then the Season Conclusion Date may be the Wednesday after the final Match;
 - (B) if a Club wins the Grand Final, the Season Conclusion Date may be the Wednesday after the Grand Final;
 - (C) if a Club used reasonable endeavours to complete individual medical screenings and follow up activities prior to the Season Conclusion Date but was unable to do so, AFL Players may be required to attend for such reasonable activities after the Season Conclusion Date; and
 - (D) AFL Players may be required to attend the Club's AFL Best and Fairest, which will be scheduled no later than the weekend following the AFL Grand Final.
- (iii) In each year, the Recommencement Date will be as follows, provided that there is no material change to the end date of the AFL Season:
 - (A) the Recommencement Date for Clubs that did not participate in the AFL Finals Series will not be prior to the last Monday in November;
 - (B) the Recommencement Date for Clubs that participated in the AFL Finals Series will not be prior to the first Monday in December;
 - (C) a Club may require AFL Players with four or less years on an AFL List to return for off-field player development activities two weeks prior to its Recommencement Date where the Club did not participate in the AFL Finals Series;
 - (D) a Club may require AFL Players with four or less years on an AFL List to return for off-field player development activities one week prior to its Recommencement Date where the Club participated in the AFL Finals Series;
 - (E) Clubs, acting reasonably, may request attendance at training of specific AFL Players with five or more years on an AFL List who, in the reasonable opinion of the Club, have performance, fitness,

treatment and/or development needs such that they should resume training earlier than the applicable Recommencement Date, provided that such AFL Players have agreed to return earlier than the applicable Recommencement Date and AFL and AFLPA have both approved the earlier return; and

- (F) each AFL Player will receive a minimum of six weeks Leave prior to the Recommencement Date.
- (G) In the event that there is a material change to the end date of the AFL Season, the Parties will discuss a reasonable change to the Recommencement Dates.

(b) **AFLW**

- (i) An AFLW Player will be required to take Leave commencing Monday of the second week following their Club's last Match of the Season and ending at the start of the Access Period.
- (ii) AFLW Players may be required to attend the Club's AFLW Best and Fairest and the AFL W Awards, which will be scheduled no later than the weekend following the AFLW Grand Final.

6.2 Other Leave Periods

(a) **AFL**

- (i) AFL Players will receive three weeks of Leave over the Christmas and New Year period (**Christmas Leave**). The Christmas Leave will be as follows in each year of the Term:
 - (A) following the 2023 AFL Season, a 3 week (21 day) period to be determined by Clubs in consultation with their playing groups, to be taken from 15 December 2023 to 15 January 2024 (inclusive);
 - (B) following the 2024 AFL Season, Thursday 19 December 2024 to Wednesday 8 January 2025 (inclusive);
 - (C) following the 2025 AFL Season, Thursday 18 December to 2025 to Wednesday 7 January 2026 (inclusive);
 - (D) following the 2026 AFL Season, Friday 18 December 2026 to Thursday 7 January 2027 (inclusive);
 - (E) following the 2027 AFL Season, Friday 17 December 2027 to Thursday 6 January 2028 (inclusive),

unless otherwise agreed by the Parties.

- (ii) Each Club will provide AFL Players one break of four days during the period between the end of Christmas Leave and the first AFL Match of the Pre-Season Competition or AFL Practice Matches (if applicable). For the avoidance of doubt, Clubs are not required to provide a mid-week day off in a week in which there is a four-day break. For the avoidance of doubt, Clubs are not required to provide a mid-week day off in two consecutive weeks

where it provides a four-day break over the intervening weekend (including both Monday and Friday).

- (iii) During the AFL Premiership Season, each Club will provide AFL Players a break of four days in any week in which the Club is not scheduled to play an AFL Match. For the avoidance of doubt, Clubs are not required to provide a mid-week day off in a week in which there is a four-day break.

(b) **AFLW**

- (i) Other than during the Access Period, AFLW Players will be on Leave.
- (ii) In the event that the Access Period overlaps with the Christmas and New Year period, the Parties will discuss a suitable leave period for AFLW Players of no less than one week.

6.3 Contact with Players, Access to Facilities and Rehabilitation of Injuries During Leave

- (a) During Leave, Clubs may contact Players, but such contact:
 - (i) will be limited to a semi-regular basis;
 - (ii) will be determined by the welfare and needs of the Player; and
 - (iii) except as otherwise provided in this item 6.3, will not require a Player to report on their training or fitness.
- (b) During Leave, Clubs may provide Players with reasonable training guidelines, provided:
 - (i) the training guidelines are approved by AFL and AFLPA;
 - (ii) the training guidelines include a period of rest followed by a general pre-conditioning program that provides alternating days of rest and conditioning;
 - (iii) Clubs may not require Players to report about their training or fitness during Leave; and
 - (iv) Clubs may not monitor Players during Leave.
- (c) Clubs may not require or request, either explicitly or implicitly, that Players use Club facilities during Leave; however, Players will have voluntary access to Club facilities (in respect of AFLW, refer to definition of 'Voluntary Use Of Club Facilities') during Leave.
- (d) Clubs will make Football Injury-related medical services available to Players during Leave as required, including by providing Players with a list of relevant medical contacts and assisting Players to obtain access to Football Injury related-medical services at the location at which they are spending their time during Leave.
- (e) The following will apply to injured Players during Leave:
 - (i) Clubs may provide rehabilitation guidelines to injured Players;

- (ii) Clubs may place reasonable treatment guidelines and reporting requirements on Players with serious injuries or recovering from surgery; and
- (iii) a Player and Club may apply to AFL and AFLPA to vary the Player's Leave arrangement on the basis that it is preferable for the Player to receive substantial Leave during the season.

6.4 Return from Post Season Leave – AFL Players

- (a) AFL Players are required to return from Post Season Leave in a reasonable level of fitness, accordingly Clubs may set reasonable and appropriate fitness expectations for individual AFL Players upon return from Leave (**Fitness Standard**).
- (b) The following will apply to an AFL Player who fails to meet the Fitness Standard upon return from Post Season Leave:
 - (i) AFL Players may be required to undertake additional training prior to Christmas Leave;
 - (ii) if the AFL Player does not meet the Fitness Standard prior to Christmas Leave, the Club and its leadership group may notify the AFL Player, AFL, and AFLPA, in writing, that the AFL Player must meet the Fitness Standard upon return from Christmas Leave; and
 - (iii) if the AFL Player does not meet the Fitness Standard upon return from Christmas Leave, the Club and its leadership group may apply to AFL and AFLPA to sanction the AFL Player 2% of their base salary until they reach the Fitness Standard.
- (c) The following will apply during the period between the Recommencement Date and Christmas Leave:
 - (i) AFL Players may not be required to train more than four days per week for a maximum of eight hours per day, except that, with the approval of the playing group, the Club may train three full days and two half days per week. A half day is a maximum of four hours on a weekday or two hours to be completed by 10am on a Saturday; and
 - (ii) a Club and its leadership group, with the prior approval of AFL and AFLPA, may be provided flexibility in scheduling around camp programs, provided that AFL Players are compensated with a day off prior to the end of Christmas Leave for each additional day used in connection with the camp program.

6.5 Miscellaneous

- (a) AFL will, where it considers appropriate, impose sanctions on Clubs that breach the provisions of this item. The sanction will be up to \$50,000 for the first breach, and up to \$100,000 for the second and each subsequent breach.
- (b) Players will receive leave entitlements in accordance with the National Employment Standards under the *Fair Work Act 2009* (Cth).

- (c) Each Player acknowledges that the payment they will receive in consideration for their services and promises under this Agreement is paid in satisfaction of all statutory entitlements including salary and payment of leave entitlements taken during the Term.
- (d) Each Player acknowledges and agrees that:
 - (i) they will be required to take the Leave as set out in this Agreement and that the payment they will receive in consideration for their services and promises under this Agreement, and other aspects of this Agreement have been determined on this basis; and
 - (ii) the Leave to which the Players are entitled under this item 6 includes:
 - (A) long service leave;
 - (B) four weeks cumulative annual leave (and the pro rata annual leave entitlement for AFLW Players in respect of the Access Period);
 - (C) sick and carer's leave; and
 - (D) public holidays.
- (e) Clubs will maintain proper leave records for all Players. A Player and AFLPA will be entitled on reasonable notice to respectively inspect that Player's and Players' leave records with the Club.
- (f) Players competing in International Rules Matches will, immediately upon the conclusion of their obligations in such matches, receive a period of leave equal to the period in which they were required to travel, train or play as part of the squad contesting the International Rules Matches in the relevant year.

6.6 Variations to Leave

- (a) A Club may apply to AFLPA to vary its obligations under this item 6 provided that any such request will demonstrate that the Players of the Club will receive not less than the sum of leave prescribed by this Agreement.
- (b) A Club will include any information reasonably required by AFLPA to consider such an application.
- (c) AFLPA will act reasonably in deciding whether to accept any such application.

7. Access to Players During Program – AFL Players

7.1 Standard Day Off

- (a) Clubs must provide AFL Players with a standard day off being a consistent day between Monday – Friday in every week of the year (during the AFL Pre-Season Competition or AFL Practice Matches (if held), AFL Premiership Season and AFL Finals Series).
- (b) Each Club must notify all AFL Players by 1 February or such later date as agreed between the Parties each year of the standard day off.

- (c) The day off may not be scheduled before a regular game day (unless the Club plays Friday) or on the day of travel and wherever practical will be the same day-off provided to all football coaches (including development coaches) and sports science staff.
- (d) The preseason day off nominated must be in addition to Sundays.
- (e) Clubs may vary the scheduling of the day off up to four (4) times during the AFL Premiership Season to accommodate unusual fixturing arrangements, unless otherwise approved by AFL and AFLPA acting reasonably.

7.2 Standard Half Day Off

- (a) All Clubs must provide a half-day off per week between Monday and Friday (in addition to the scheduled day off under item 7.1 of Schedule C.
- (b) The Parties acknowledge that the period under item 7.2(a) above:
 - (i) should be scheduled within times of the day that are regularly within a Club's schedule;
 - (ii) should be scheduled either in the morning or the afternoon and not through the middle part of the day (e.g. AFL players can be required at the club either up to 1pm or from 1pm onwards);
 - (iii) may be scheduled on a travel day (that being if an AFL Player is required at airport at 3pm, half-day can be in the morning);
 - (iv) does not have to be the same time every week.

7.3 Break Between Matches

During an AFL Premiership Season and Finals Series, an AFL Player will not be required to play a Match until the sixth day after playing their previous Match except as follows:

- (a) AFL Players may be required to play a Match on the fifth day after playing their previous Match (that Match being a **5 Day Break Match**) on up to three (3) occasions during each AFL Season, provided that:
 - (i) either:
 - (A) the AFL Player's Club's Match scheduled two rounds before the 5 Day Break Match is scheduled at least six (6) days before the Match scheduled in the round before the 5 Day Break Match (or the AFL Player's Club has a bye in the round two rounds before the 5 Day Break Match) and the AFL Player's Club's Match scheduled following the 5 Day Break Match is scheduled at least seven (7) days after the 5 Day Break Match (or the AFL Player's Club has a bye in the round after the 5 Day Break Match); or
 - (B) the AFL Player's Club's Match scheduled two rounds before the 5 Day Break Match is scheduled at least seven (7) days before the Match scheduled in the round before the 5 Day Break Match (or the AFL Player's Club has a bye in the round two rounds before the 5 Day Break Match) and the AFL Player's Club's Match scheduled following the 5 Day break Match is scheduled at least (6) days after

the 5 Day Break Match (or the AFL Player's Club has a bye in the round after the 5 Day Break Match);

- (ii) the 5 Day Break Match is scheduled no more than six (6) days after the opposition Club participating in the 5 Day Break Match's previous scheduled Match;
- (iii) a subsequent 5 Day Break Match the AFL Player's Club is scheduled to participate in is not scheduled until at least the third Round after the prior 5 Day Break Match (for example, if an AFL Player is required to play a 5 Day Break Match Round 2 of the AFL Season, they cannot then be required to play in another 5 Day Break Match until at least round 5 of that AFL Season);
- (iv) the AFL Player's Club will only be required to travel interstate:
 - (A) for one out of the AFL Player's Club's Match scheduled before a 5 Day Break Match and that 5 Day Break Match; and
 - (B) for one out of the AFL Player's Club's Match scheduled after a 5 Day Break Match and that 5 Day Break Match,

except where the 5 Day Break Match is followed by a bye, in which case Players may be required to travel interstate for both the 5 Day Break Match and the Match after the 5 Day Break Match;
- (v) where the AFL Player's Club is required to travel to Perth for a Match, a 5 Day Break Match cannot be scheduled after that Match;
- (vi) where an AFL Player's Club is based in Perth and they are scheduled to play in a Match in Perth, a 5 Day Break Match cannot be scheduled after that Match unless that Match is also played in Perth;
- (vii) where the AFL Player's Club's Match scheduled immediately before a 5 Day Break Match required the AFL Player's Club to travel interstate to participate in that Match in a daytime or twilight Match timeslot AFL will use all commercially reasonable endeavours to enable the AFL Player to return to their home state on the same day as that interstate Match;
- (viii) an AFL Player will be provided with two consecutive days off over the week following that 5 Day Break Match, one of which may be on a weekend, provided that consecutive days off cannot be both days of weekend (for example, days off can be scheduled on Fridays and Saturdays, but not Saturdays and Sundays) or an equivalent period at another time mutually agreed by that Player and Club),

(Together, **5 Day Break Requirements**); and

- (ix) AFLPA and AFL further acknowledge and agree that:
 - (A) pursuant to the contractual terms with AFL Broadcasters for live broadcast of Matches, AFL is required to schedule a certain number of Matches on a Thursday night and in other 'marquee' timeslots during the AFL Season (**Fixturing Obligations**);
 - (B) AFL requires the ability to schedule 5 Day Break Matches in order to satisfy the Fixturing Obligations; and

- (C) the health, safety and wellbeing of Players is paramount, and the parameters outlined in this item 7.3(a) have been agreed by the Parties on this basis.
- (b) For the avoidance of doubt, a 5 Day Break Match can only occur during the AFL Premiership Season and cannot occur during the AFL Finals Series.
- (c) If compliance by AFL with the 5 Day Break Requirements impacts, or in the AFL's reasonable opinion is likely to impact on the AFL's ability to comply with any of its obligations to AFL Broadcasters (including, but not limited to, the Fixturing Obligations), AFL and AFLPA will in good faith consider reasonable changes to the 5 Day Break Requirements in order to enable AFL to comply with those obligations, provided that, notwithstanding any changes to the 5 Day Break Requirements the parties may agree pursuant to this item 7.3(c), AFL Players will not be required to play more than three (3) 5 Day Break Matches during an AFL Season.

8. Access to Players During Program – AFLW Players

Except as otherwise provided, references in this item 8 to AFLW Players exclude AFLW Players who have been placed on the AFLW Inactive List pursuant to this Agreement and the AFLW Rules (**Inactive AFLW Players**).

8.1 Committed Hours

- (a) Each AFLW Player and Club commits to the following in respect of the 2023 AFLW Season:
 - (i) no more than 20 hours per week during the AFLW Pre-Season;
 - (ii) no more than 20 hours per week during the AFLW Season (including Matches and commencing on the Monday prior to the first round of the AFLW Premiership Season).
- (b) Each AFLW Player and Club commits to the following in respect of the 2024 and 2025 AFLW Seasons:
 - (i) no more than 22 hours per week during the AFLW Pre-Season;
 - (ii) no more than 22 hours per week during the AFLW Season (including Matches and commencing on the Monday prior to the first round of the AFLW Premiership Season).
- (c) Each AFLW Player and Club commits to the following in respect of the 2026 and 2027 AFLW Seasons:
 - (i) no more than 25 hours per week during the AFLW Pre-Season;
 - (ii) no more than 25 hours per week during the AFLW Season (including hours and Matches and commencing on the Monday prior to the first round of the AFLW Premiership Season).
- (d) A maximum of 20 hours during each week of the AFLW Pre-Season and the AFLW Premiership Season may be allocated by Clubs to AFLW High Performance Football Commitments and the balance may be allocated by Clubs to Other AFLW Player Commitments.

8.2 AFLW Season Timing

- (a) In respect of the 2024 to 2027 AFLW Seasons, the AFLW Pre-Season will consist of no less than twelve (12) weeks and no more than fourteen (14) weeks comprising:
 - (i) AFLW Pre Season Training Period of no more than twelve (12) weeks; and
 - (ii) an Induction and Preparation Period of no more than two (2) weeks.
- (b) AFL must notify AFLPA of the key dates for the 2024, 2025, 2026 and 2027 AFLW Seasons, being the start dates for both the Induction and Preparation Period and first round of the upcoming AFLW Premiership Season, by no later than four (4) months prior to the commencement of the Induction and Preparation Period for the relevant AFLW Season.
- (c) If the AFL proposes a material change to the timing of any AFLW Season (using the 2023 AFLW Season as a comparison point), the AFL must advise the AFLPA as soon as reasonably practicable and genuinely consult with the AFLPA regarding the proposed change.

8.3 General Access

- (a) Clubs must develop a schedule of training commitments for the AFLW Pre-Season and AFLW Season in consultation with their AFLW playing group, which must comply with the parameters set out in this item 8, and must be approved by AFL and AFLPA prior to commencement of the AFLW Pre-Season.
- (b) Except as expressly set out in this Agreement, Clubs can communicate with AFLW Players but can have no access to AFLW Players outside the Access Period, other than:
 - (i) in accordance with other football academy programs and non-AFLW competitions that an AFLW Player may participate in from time to time;
 - (ii) in relation to the fulfilment of appearance obligations under this Agreement only where expressly agreed by the relevant AFLW Player; and
 - (iii) in relation to fulfilment of obligations under any applicable Additional Services Agreement, if agreed by the Club and AFLW Player.
- (c) AFLW Players are not obliged to attend a Club Session of greater than four (4) hours in duration unless approval has been granted by both AFL and AFLPA to hold a longer session except that an AFLW Player will not be required to attend such approved session where:
 - (i) that session is scheduled between the hours of 9am and 5pm on weekdays, unless the applicable AFLW playing group has together agreed with their Club to conduct Club Sessions during these hours;
 - (ii) they are unable to because of reasonable work or study commitments that have been notified in writing to the Club at least five (5) days in advance or as soon as practical where it is not possible for the AFLW Player to provide five (5) days' notice; or

- (iii) the Club (or AFL as the case may be) expressly authorises the AFLW Player not to attend a Club Session.

8.4 Induction and Preparation Period

- (a) A Club must not schedule more than four (4) separate induction and preparation sessions per week of the Induction and Preparation Period.
- (b) AFL, on reasonable notice to the Club, may schedule an induction session with first year AFLW Players of up to five (5) hours duration during the Induction and Preparation Period which will be allocated as Other AFLW Player Commitments.
- (c) AFLW Players must be given at least one (1) day off each weekend of the Induction and Preparation Period.
- (d) The following are permitted activities to be conducted within induction sessions:
 - (i) Club meetings and planning sessions;
 - (ii) compliance activities and education on AFLW and Club policies;
 - (iii) AFLW Player medical assessments;
 - (iv) AFLW Player wellbeing and development sessions;
 - (v) education on injury prevention and rehabilitation and Club matters;
 - (vi) AFL-led education programs;
 - (vii) AFLPA-led induction sessions;
 - (viii) AFL photo shoots;
 - (ix) any other activity approved by AFL, acting reasonably;
 - (x) media commitments; and
 - (xi) education sessions about the AFLW Rules and Club Rules,

(Other AFLW Player Commitments).
- (e) AFLW Players may continue to make Voluntary Use of Club Facilities during the Induction and Preparation Period at AFLW Player discretion.
- (f) Clubs must not organise or impose mandatory AFLW High Performance Football Commitments during the Induction and Preparation Period. For the avoidance of doubt, Clubs may organise “team building” activities that involve physical elements, so long as any such physical elements are incidental to the “team building” (e.g. tug of war).

8.5 AFLW Pre-Season Training Period

- (a) Club must not schedule more than four (4) separate organised Club Sessions or Club commitments per week of the AFLW Pre-Season Training Period (excluding any AFLW Player Match commitments or Appearances). AFLW Players may nonetheless elect to engage in additional strength and conditioning work, make

Voluntary Use of Club Facilities or undertake additional recovery sessions at AFLW Player discretion.

- (b) AFL may schedule Match simulation trainings with another Club during the Pre-Season Training Period.
- (c) AFLW Players must be given at least one (1) day off each weekend during the Pre-Season Training Period.
- (d) AFLW Players may continue to access Club facilities such as gymnasiums and pools during the Pre-Season Training Period at AFLW Player discretion.

8.6 AFLW Season

- (a) Club must not schedule more than three (3) separate organised Club Sessions or Club commitments per week of the AFLW Season (excluding Match commitments and Appearances).
- (b) AFLW Players must be given at least one (1) day off per week during the AFLW Season as nominated by the Club from time to time.
- (c) AFLW Players may nonetheless elect to engage in additional strength and conditioning work, make Voluntary Use of Club Facilities or undertake additional recovery sessions at AFLW Player discretion.
- (d) Other than Match commitments, Clubs cannot mandate or organise any other training on top of these hours during the AFLW Season, but AFLW Players can continue to make Voluntary Use of Club Facilities at AFLW Player discretion.

8.7 Match Day

Player Match day obligations must not exceed five (5) hours for any AFLW Pre-Season or AFLW Season Matches (inclusive of match day media requirements).

8.8 Outduction

- (a) In the week following the completion of the Club's participation in the AFLW Season, Clubs may have contact with Players for up to six (6) hours to conduct any outduction processes required by the Club, including mandatory exit medicals and exit interviews.
- (b) Any mandatory attendance by AFLW Players at any Club events during this week must be included in this time allocation.
- (c) Scheduling of any Club Sessions during the outduction period must follow the same guidelines as for training sessions outlined above.

8.9 Club Session

- (a) The Parties acknowledge that:
 - (i) voluntary AFLW Player welfare or professional development activities that AFLW Players wish to conduct outside of, and in addition to, the Other AFLW Player Commitment hours are not Club Sessions and AFLW Players will not be entitled to additional payment for those additional welfare or professional development activities except as required by law; and

- (ii) Voluntary Use of Club Facilities by AFLW Players will not constitute a Club Session and a Player will not be entitled to any additional payment for Voluntary Use of Club Facilities.
- (b) In the event AFL or Club travel arrangements are not made and paid for by the Club or AFL for Club Sessions in excess of a 100km round trip from the Club's usual home training facility, such as training camps, AFLW Players will be entitled to be reimbursed for travel in excess of a 100km round trip from the point of departure from AFLW Player's home, place of work or Club's usual home training facility at an agreed per kilometre rate as specified by the Australian Taxation Office.

8.10 Inactive AFLW Players

- (a) Subject to items 8.10(b) to 8.10(d), Inactive AFLW Players will not be required to participate in AFLW programs otherwise set out in this item 8.
- (b) If injured, Inactive AFLW Players are required to use best endeavours to rehabilitate their injury, and must comply with reasonable directions from their Club Doctor (subject always to the AFLW Player's rights pursuant to the Minimum Medical Standards set out in this Agreement).
- (c) Club Doctor directions may include requiring the Inactive AFLW Player to attend Club facilities or certain Club Sessions at agreed times, for the purpose of medical treatment or rehabilitation (for example, a Club Doctor may ask an injured Inactive AFLW Player to attend a scheduled Club weights session to participate in supervised rehabilitation strength work). The relevant Club will work with each Inactive AFLW Player to determine a schedule that suits both.
- (d) In circumstances where an injured Inactive AFLW Player is not able to attend the Club to conduct rehabilitation (for example, if an Inactive AFLW Player relocates to a different city to receive care from family members, or otherwise), the Inactive AFLW Player and the Club Doctor will discuss and agree a reasonable rehabilitation and reporting plan. In these circumstances, the Club Doctor will provide the Inactive AFLW Player with a list of relevant medical contacts and will assist the Inactive AFLW Player to obtain access to relevant medical services at the location at which they are spending their time.
- (e) Clubs must continue to comply with all Minimum Medical Standards in respect of Inactive AFLW Players (including Club medical staff availability).
- (f) Inactive AFLW Players may otherwise make Voluntary Use of Club Facilities at their discretion and to assist with rehabilitation of an injury if applicable. Inactive AFLW Players may attend Club Sessions at their discretion (for example, attending Club meetings, participating in AFLW Player development sessions, or observing training) but will not be required to do so.
- (g) Inactive AFLW Players who have been placed on the AFLW Inactive List for personal reasons (for example, non-football work commitments) will be treated by their Club as though they are on Leave, pursuant to item 6 of this Schedule 4.

8.11 AFL and AFLPA Review

As soon as practicable following the conclusion of AFLW Season 8, the Parties agree to complete a review of the use of hours in AFLW programs, including in relation to Club utilisation and efficiency.

9. Insurance and Other Cover

9.1 Death or Total Permanent Disability

If a Player sustains an injury (as that term is defined in the insurance policy procured by AFL) that results in the Player's death or total permanent disablement (also as defined in the insurance policy procured by AFL) and which occurs whilst the Player is playing, training or attending official functions arranged by AFL or the Player's Club including necessary direct travel to and from such activities, the Player will be entitled to a benefit of up to \$1,000,000 in accordance with the insurance policy procured by AFL, a copy of which will be provided to AFLPA annually.

9.2 Private Health (Hospital and Extras)

- (a) Each Player agrees to effect and maintain the Required Health Insurance while contracted and, where a Player seeks Club payment for Excess Medical Costs in accordance with item 9.4 below of this Schedule, for a period of 18 months thereafter.
- (b) Each Player must advise the Player's Club as soon as practicable (and in any case no later than prior to their first participation in any Club activity, including training, rehabilitation and Matches in each year) of:
 - (i) the name of the private health insurer;
 - (ii) the policy number;
 - (iii) the type and level of cover (including providing a copy of the Private Health Information Statement for the policy); and
 - (iv) the expiry date of the policy.
- (c) Each Club will offer the Required Health Insurance to each Player contracted by the Club to satisfy the Player's obligation in item 9.2(a) above. Included in the offer will be the costs and coverage of the insurance.
- (d) Within two weeks of the Club's offer, a Player may purchase the insurance offered by the Club through the relevant insurer or notify the Club that they wish to purchase alternate insurance coverage.
- (e) If a Player elects to purchase alternate insurance coverage, they must include the details of the proposed alternate insurance coverage in the notice provided under item 9.2(b) above.
- (f) The Club will have 7 days within which to approve the alternate insurance coverage, which approval will not be unreasonably withheld. The Player must provide the Club proof of procurement of the alternate coverage within 7 days of its approval, including the policy number and expiry date. If the Club does not advise the Player within 7 days whether or not it approved the alternate health insurance, the alternate health insurance will be taken to be Required Health Insurance for the purposes of this item 9.2 of this Schedule.

9.3 Cover for Non-Listed Players

- (a) Any player, not being a Player under a playing contract with a Club but being a registered player of a state league or community football club, who participates in

any sanctioned training sessions or match simulation of any Club will, at no cost to such player, be:

- (i) where such player is participating in the Club's men's program, covered for top-level private health (hospital and extras) insurance arranged by the Club to the same level as AFL Players are covered in accordance with the terms of this Agreement;
 - (ii) covered at platinum level under the Australian Football National Risk Protection Program personal accident cover arranged by AFL for injuries sustained whilst participating in the sanctioned training sessions or match simulations; and
 - (iii) provided with loss of non-footballing income cover arranged by AFL for a maximum period of 52 weeks from the date of injury (with a 14 day deferral period) for 80% of the player's net weekly income (excluding overtime, bonuses, commissions or allowances) averaged over the 12 months immediately prior to the date of disablement or \$500 per week (whichever is the lesser amount), less tax.
- (b) The cost of the top-level private health insurance will be met by the Club. The relevant Club will advise each such player in writing of the following:
- (i) the name of the private health insurer/s;
 - (ii) the type and level of cover and provide a copy of the Private Health Information Statement for the policy;
 - (iii) the expiry date of the policy; and
 - (iv) the name of the contact person at the Club to deal with matters relating to the above insurance.

9.4 Excess Medical Costs

- (a) The Club will pay any Excess Medical Costs of the Player during the term of their Standard Playing Contract and for 18 months after the delisting of the Player, provided that:
- (i) the costs relate to a Football Injury suffered during the term of their Standard Playing Contract;
 - (ii) the Player has complied with all procedural requirements in relation to the Football Injury;
 - (iii) the Player complies with the reasonable directions as to rehabilitation from their Club Doctor or treating doctor;
 - (iv) the Player has not obtained treatment in relation to the Football Injury from medical practitioners or other health professionals other than as notified to AFL or the Club in accordance with this Agreement;
 - (v) the consultations, corrective surgery or rehabilitation treatment (**Treatment**) for which the Player claims Excess Medical Costs have been notified to a Club Doctor in accordance with this Agreement;

- (vi) where the Club refers the Player for Treatment, the Club will arrange to have Excess Medical Costs invoiced directly to the Club;
- (vii) where the Player has not been referred by the Club for Treatment:
 - (A) the Excess Medical Costs have been notified to the Club Doctor in writing prior to the Treatment except for emergency Treatment which will be notified as soon as practicable;
 - (B) the Player has applied for payment within 30 days of receiving the invoice for the specific Treatment in respect of which the Excess Medical Costs relate; and
 - (C) the Player can produce receipts or other proof of payment in respect of the Treatment; and
- (viii) the Player:
 - (A) has continued to maintain the Required Health Insurance until after incurring all Excess Medical Costs; or
 - (B) had taken out the Required Health Insurance at the time of incurring the Football Injury and Player's Football Injury was covered by and fell entirely within the coverage offered by the Required Health Insurance.
- (b) A Player who is the subject of a trade between Clubs (**Traded Player**) will have their Excess Medical Costs dealt with as follows:
 - (i) the Club that the Traded Player is traded from will be responsible for the Traded Player's Excess Medical Costs in accordance with this item 9.4 up until and including the day of the trade being formally notified to AFL; and
 - (ii) the Club that the Traded Player is traded to will be responsible for the Traded Player's Excess Medical Costs in accordance with this item 9.4 from the day after the trade being formally approved by AFL, subject to the original Club advising the new Club of the injury in writing prior to the trade. If the original Club was aware of, but does not advise the new Club of, the injury in writing, the liability will remain with the original Club.

9.5 Insurance for Loss of Non-Football Earnings

- (a) Injury cover by AFL's insurer:
 - (i) A Player will be provided, at no cost to the Player, with loss of non-football earnings cover arranged by AFL. Such cover will be for a maximum period of 52 weeks from the date of the injury for loss of bona fide non-football earnings arising from an injury (as defined in the policy procured by AFL) sustained whilst the Player is playing, training or attending official functions arranged by AFL or AFL Club, including necessary direct travel to and from such activities. The Player will be covered for the lesser of 80% of the Player's net weekly non-football income (excluding overtime, bonuses, commissions or allowances) or \$2,000 per week, less tax (**Insured Amount**).

- (ii) Each Player and each Club acknowledge that a 14-day waiting period applies to claims made with AFL's insurer under item 9.5(a)(i) which means a Player must be off work for more than 14 days for any payments to be made by AFL's insurer. The Club will be liable for the Insured Amount for the 14-day waiting period if the Player's claim is accepted by AFL's insurer.
 - (iii) Where the Player is insured for 80% of the Player's net weekly non-football income pursuant to item 9.5(a)(i), a Club may elect in its absolute discretion to provide the Player with part or all of the remaining 20% of the Player's net weekly non-football income (including for the 14-day waiting period). A Club may agree in a Player's Standard Playing Contract to provide the remaining 20%. If a Player's Standard Playing Contract does not require the Club to pay the remaining 20%, the Club may do so on an ad hoc basis.
- (b) Injuries covered by AFL (applicable to AFLW Players only):

AFL will pay the AFLW Player an amount equal to the AFLW Player's actual loss of income if the AFLW Player suffers an injury (as defined in the policy procured by AFL) whilst the AFLW Player is playing, training or attending official functions arranged by AFL or AFL Club, including necessary direct travel to and from such activities during the Term and is unable to work for a period of 14 days or less, subject to:

- (i) the AFLW Player providing the Club and AFL with a signed statement from the AFLW Player's employer declaring the AFLW Player's loss of income, hourly wage and that the AFLW Player did not receive any payment for the relevant period;
- (ii) the AFLW Player providing the Club and AFL a doctor's certificate certifying the Player unfit for the relevant period as a result of an injury (as defined in the policy procured by AFL) sustained whilst the AFLW Player was playing, training or attending official functions arranged by AFL or AFL Club, including necessary direct travel to and from such activities, including advising of the nature and type of the injury; and
- (iii) AFL and the Club being satisfied (acting reasonably) that the AFLW Player's loss of income was bona fide and caused by an injury (as defined in the policy procured by AFL) sustained whilst the AFLW Player was playing, training or attending official functions arranged by AFL or AFL Club, including necessary direct travel to and from such activities.

9.6 Club Contact Person

- (a) AFL will ensure that every Club nominates a contact person who is knowledgeable about the benefits set out in this item 9.
- (b) The person nominated by the Club pursuant to item 9.6(a) must assist injured Players with their claims and use best efforts to resolve such claims in a timely manner.

10. Injury Payments

10.1 Eligibility

- (a) Where an AFL Player does not play an AFL Match or State League Match during a round of the AFL Premiership Season or AFL Finals Series (to the extent the Club

is participating in a Match in that round), they are eligible for a payment under item 10.3 where their absence was due to:

- (i) being injured due to a Football Injury or ill;
 - (ii) being rested from both a Senior Match and a State League Match; or
 - (iii) not being selected to play in a State League Match for reasons relating to a Senior Match (for example, if the AFL Player is listed as an Emergency Player for the relevant Senior Match and is otherwise not able to participate in a State League Match).
- (b) For the purposes of item 10.1(a)(i), an AFL Player will be deemed to be injured or ill if the AFL Player's Club Doctor deems that the AFL Player is ill or has sustained a Football Injury and is unable to play.
- (c) The obligation of the AFL Club in item 10.3 will be subject to and conditional upon the AFL Player using their best endeavours to rehabilitate themselves and return to playing fitness as soon as possible. The obligation of the AFL Player will without limitation, include observing all reasonable directions of the AFL Club in relation to their rehabilitation including diet, exercise, special training and attendance for medical or pharmaceutical treatment.

10.2 Exclusions

Notwithstanding an AFL Player's eligibility under item 10.1, an AFL Player will not be eligible for a payment under this item where:

- (a) there is no State League Match during a round of the AFL Premiership Season or AFL Finals Series and the AFL Player is not injured or ill;
- (b) an AFL Player is not available for selection in a Senior Match due to suspension or disciplinary reasons;
- (c) an AFL Player makes themselves unavailable for personal reasons not related to injury or illness;
- (d) an AFL Player misses a Senior Match or State League Match due to an injury which is not a Football Injury; or
- (e) the AFL Player is:
 - (i) a First Year Player; and
 - (ii) added to the AFL List of an AFL Club with a pre-existing injury; and
 - (iii) unable to play as a result of that injury,

where the AFL Player will become eligible for a payment under item 10.3 once the Club Doctor has deemed the AFL Player available for selection.

10.3 Payment Value Formula Calculation

- (a) Where an AFL First Year Player is eligible for a payment under this item 10.3, the AFL Club will pay the AFL First Year Player as follows:

- (i) where the AFL First Year Player was selected in the top ten (10) draft picks in the National Draft Selection Meeting, 70% of their contracted Match Payment for each round they are eligible for a payment in accordance with item 10.1; and
- (ii) where the AFL First Year Player was selected from:
 - (A) draft pick eleven (11) onwards in the National Draft Selection Meeting;
 - (B) AFL Rookie Draft;
 - (C) AFL Pre-Season Draft;
 - (D) AFL Pre-Season Supplemental Selection Period; or
 - (E) any other AFL First Year Player selection mechanism,

50% of their contracted Match Payment for each round they are eligible for a payment in accordance with item 10.1.

- (b) For all AFL Players other than AFL First Year Players, the applicable AFL Club will pay the amount set out in the table below to AFL Players who are eligible for a payment under this item 10.3 for each round they are eligible for a payment in accordance with item 10.1:

Previous year Senior Matches	Percentage of AFL Player's contracted Match Payment
0 AFL Matches	50%
1-5 AFL Matches	60%
6-10 AFL Matches	70%
11-15 AFL Matches	80%
16+ AFL Matches	90%

10.4 Operational Provisions

- (a) For the avoidance of doubt:
 - (i) so long as an AFL Player remains on an AFL List and injured, payments under item 10.3 are uncapped;
 - (ii) where an AFL Player has a long-term illness and the AFL Club Doctor has deemed that player is unable to play, and the illness has not been caused by a Football Injury or their duties as an AFL Player, the number of payments under item 10.3 will be capped at 23, unless otherwise agreed between the Club and AFL Player;
 - (iii) only an AFL Player with a Standard Playing Contract that includes Match Payments is eligible for a payment under item 10;

- (iv) any dispute as to whether an injury was suffered by an AFL Player or is subject to the provisions of this item or whether an AFL Player has used their best endeavours to rehabilitate themselves will be referred to the Grievance Tribunal who may, where appropriate, appoint an independent medical practitioner to provide an opinion.; and
- (v) Save for item 10.5, the operation of this item 10 will come into effect from 1 November 2023.
- (b) For clarity, while injured, rested and Emergency Players may be eligible for payments under item 10.1(a), the matches to which the payments relate will not be included for the purposes of calculating any Match Incentives under any Standard Playing Contract. This item 10.4(b) applies to all AFL Players who are designated as injured, rested or Emergency Players, irrespective of whether their Standard Playing Contract includes Match Payments.
- (c) AFL and AFLPA agree to review this item 10 after the first year of implementation to assess the actual impact against initial forecast. To the extent that there are material discrepancies, AFL and AFLPA agree to commence good faith discussions around eligibility and injury rate valuations to reasonably fit forecasts and expectations.

10.5 AFL Players Injured in the 2023 Football Year

- (a) An AFL Player who:
 - (i) incurred a Football Injury in the 2023 Football Year;
 - (ii) is, at the date of execution of this Agreement, receiving full Match Payments in accordance with item 16.3(a)(vi) of Schedule C of the 2017-2022 CBA; and
 - (iii) is still recovering from the same Football Injury above at the commencement of the 2024 AFL Premiership Season,

is entitled to the continued payment of Match Payments referred to at item 10.5(a)(ii) until the:

 - (iv) AFL Player plays a Match in the AFL Premiership Season or a State League Match; or
 - (v) the cap of 30 Match Payments is reached pursuant to item 16.3(a)(vi) of Schedule C of the 2017-2022 CBA.
- (b) The continued payment outlined at item 10.5 is conditional on the relevant AFL Club submitting to AFL the details of any AFL Player who falls under item 10.5 for review and approval by the AFL, acting reasonably, in consultation with AFLPA.
- (c) Item 10.5 will also apply to AFL Players who are delisted at the conclusion of the 2023 Football Year (i.e. 31 October 2023) and are owed Injury Payments in accordance with items 16.1 or 16.3(f) of Schedule C of the 2017-2022 CBA.

10.6 Delisted Injured Players

- (a) Where an AFL Player:

- (i) has sustained a Football Injury in the final year of the AFL Player's AFL Standard Playing Contract with an AFL Club;
- (ii) the injury is sustained in a Senior Match, or the AFL Player played more than ten (10) Senior Matches in the final year of their AFL Standard Playing Contract;
- (iii) is entitled to Injury Payments under item 10.3 in the final year of their AFL Standard Playing Contract;
- (iv) is subsequently delisted at the end of that AFL Standard Playing Contract; and
- (v) due to the injury, in the opinion of the AFL Chief Medical Officer, having consulted with the AFL Club Doctor, prevented from or unlikely to, having regard to their health and safety, participate in any senior Australian Football competition for any period of not more than two years from the time of the delisting,

the AFL Player will be entitled to continued payment at the same rate, for each Senior Match missed after being delisted (**Delisted Injured Player Payment**), subject to item 10.6(c).

(b) Where an AFL Player:

- (i) is injured in the final year of the AFL Player's AFL Standard Playing Contract with a Club;
- (ii) the injury is not sustained in a Senior Match, and the AFL Player played ten (10) or less Senior Matches in the final year of their AFL Standard Playing Contract;
- (iii) is entitled to Injury Payments under the operation of item 10.3 in the final year of their AFL Standard Playing Contract;
- (iv) is subsequently delisted at the end of that AFL Standard Playing Contract; and
- (v) due to the injury is, in the opinion of the AFL Chief Medical Officer, having consulted with the Club Doctor, prevented from or unlikely to, having regard to their health and safety, participate in any senior Australian Football competition for any period of not more than two years from the time of the de-listing,

the AFL Player will be entitled to an adjusted payment at a rate of \$1,000 for each Senior Match missed after being delisted (**Adjusted Delisted Injured Player Payment**), subject to item 10.6(c).

(c) Eligibility for Delisted Injured Player Payments or Adjusted Delisted Injured Player Payments will cease when the AFL Player:

- (i) plays a match in any organised Australian Football competition (at the community, local, State or any other level);
- (ii) has otherwise recovered from the injury; or

- (iii) has received a total of 23 Delisted Injured Player Payments or Adjusted Delisted Injured Player Payments for each corresponding round missed of the competition referred to at items 10.6(a) or 10.6(b) above, with this number to be reduced by any payments received in their final Football Year in accordance with 10.3 to the extent that the payments related to the same injury,

whichever is earlier.

- (d) An AFL Player's entitlement to a Delisted Injured Player Payment or Adjusted Delisted Injured Player Payment is contingent upon the AFL Player:
 - (i) being entitled to Injury Payments under item 10.3 during the term of their AFL Standard Playing Contract;
 - (ii) insofar as reasonably practicable, bringing the existence of the injury to the attention of the AFL Club prior to the AFL Player being delisted or their contract being otherwise terminated;
 - (iii) for the purposes of this item 10.6 only, maintaining the Required Health Insurance for the period the injury continues, up to a maximum period of two (2) years or until the 23 capped payments referred to at item 10.6(b)(iii) have been exhausted. The cost of funding such insurance will be included within the Delisted Injured Player Payment or Adjusted Delisted Injured Player Payment, however any applicable Fringe Benefits Tax amount will be borne by the Club; and
 - (iv) maintaining regular consultation with the Club Doctor at the Club which previously employed them, using their best endeavours to rehabilitate themselves having regard to the aforementioned consultation and not doing anything within the period to which they are entitled to the Delisted Injured Player Payment or Adjusted Delisted Injured Player Payment, to prejudice their rehabilitation, any Hospital or Medical Benefits payments or entitlement to such payments.
- (e) AFL agrees to consult AFLPA in respect of any AFL Players who are eligible for a Delisted Injured Player Payment or Adjusted Delisted Injured Player Payment under item 10.6 in the first year of implementation.

11. Termination Payment

- (a) A Club will be entitled to apply to AFL to delete a Player's name from its AFL List or AFLW List (as applicable) and, by written notice to the Player in accordance with the Player's Standard Playing Contract and subject to this item 11, terminate the Player's Standard Playing Contract upon the Player being delisted. In such case, the Player's Standard Playing Contract will be at an end provided that the Club will pay the Player by way of compensation:
 - (i) in respect of AFLW Players:
 - (A) the balance of the Tier payment payable for the year in which the AFLW Player was delisted; and
 - (B) where the AFLW Player's Standard Playing Contract had one or more further years to run, the Tier payment for each year following the year in which the AFLW Player was delisted;

- (ii) in respect of AFL Players:
 - (A) the balance of the base payment payable for the year in which the AFL Player was delisted;
 - (B) Match Payments in respect of the AFL Competition, calculated at the rate applicable to the relevant competition (AFL Senior or State Body equivalent) in which the AFL Player last played, for the balance of the year in which the AFL Player was delisted;
 - (C) where the AFL Player's Standard Playing Contract had one or more further years to run, the base payment for each year following the year in which the AFL Player was delisted; and
 - (D) where the AFL Player's Standard Playing Contract had one or more further years to run, a further number of Match Payments in respect of the AFL Competition calculated at the rate applicable to the relevant competition in which the AFL Player last played (in total not to exceed the total number of AFL Premiership Season Matches in the AFL Season immediately following the AFL Player's delisting, being, 23 at the date of execution of this Agreement).
- (b) The obligation on the Club to pay further base payments or Tier payments (as applicable) for the years following delisting will apply only in the case where a delisted Player had one or more years under their Standard Playing Contract to run. In all cases where a Player was delisted in the final year of their Standard Playing Contract, the Player will be entitled to the balance of the base payment or Tier payment (as applicable) for the year in which the Player was delisted together with, in respect of AFL Players only, Match Payments for Matches played for that year calculated at the rate applicable to the relevant competition (AFL or State Body) in which the AFL Player last played with the Club.
- (c) The payments due to an AFL Player under items 11(a)(ii)(C) and 11(a)(ii)(D) or an AFLW Player under item 11(a)(i)(B) of this Schedule 4 will, unless otherwise agreed between the Player and the Club, be paid as follows:
 - (i) in respect of AFL Players only, a monthly instalment of the base payment on 30 November in the year the AFL Player was delisted;
 - (ii) in the event that the Player is not added to another Club's List via any mechanism ahead of the AFL or AFLW Season (as applicable) immediately following the Player's delisting:
 - (A) the balance of the base payment due to the AFL Player pursuant to item 11(a)(ii)(C) within seven (7) days of the end of the final AFL Player movement mechanism prior to the commencement AFL Season immediately following the delisting; and
 - (B) the amount (if any) due to the AFL Player under item 11(a)(ii)(D), within seven (7) days of end of the final AFL Player movement mechanism prior to the commencement AFL Season immediately following the delisting; or
 - (C) the balance of the Tier payment due to the AFLW Player pursuant to item 11(a)(i)(B) within seven (7) days of end of the final AFLW Player

movement mechanism prior to the commencement AFLW Season immediately following the delisting.

- (d) Where a Player is drafted by another Club any outstanding payments due to an AFL Player under items 11(a)(ii)(C) and 11(a)(ii)(D) or an AFLW Player under item 11(a)(i)(B) of this Schedule 4 will be dealt with in accordance with the provisions of item 12 of this Schedule 4.
- (e) Subject to item 12 of this Schedule 4, in the calculation of the payment of termination benefits set out above, no account will be taken of any further amount or amounts which the Player may receive as a consequence of re-employment by another Club.
- (f) The provisions of this item 11 will not apply to a Player:
 - (i) who, by agreement, is involved in a trade between Clubs which results in a transfer and such Player being listed with the transferee Club;
 - (ii) who has retired;
 - (iii) whose contract was terminated as a result of serious or repeated misconduct by the Player; or
 - (iv) who has agreed in writing with their Club to otherwise terminate their contract.

Nothing in this item 11(f) will be construed as preventing a Player from negotiating and reaching agreement with a Club on a termination payment from the transferor Club.

- (g) The terms of the template AFLW Standard Player Contract will be updated to permit a Club to remove an AFLW Player from their AFLW List and terminate the AFLW Player's Standard Playing Contract on such removal provided that the Club will pay the AFLW Player in accordance with this item 11.
- (h) Subject to item 11(i), where a Club removes an AFLW Player from their AFLW List in accordance with their Standard Playing Contract and terminates their Standard Playing Contract, the Club will not be permitted to replace that AFLW Player on its AFLW List in any subsequent year that the AFLW Player's Standard Playing Contract would have been effective had the AFLW Player's Standard Playing Contract not been terminated.
- (i) A Club will only be permitted to remove an AFLW Player from its AFLW List in accordance with the AFLW Player's Standard Playing Contract to the extent that it has one (1) less AFLW Player than the required number of AFLW Players on its AFLW List as set out in item 4 of Schedule 5B. A Club will not be permitted to remove an AFLW Player from its AFLW List and terminate the AFLW Players' Standard Playing Contract where such removal and termination would result in the Club having more than one (1) AFLW Player on its AFLW List less than the required number as set out in item 4 of Schedule 5B.
- (j) Where an AFLW Player has suffered a career ending Football Injury, being an injury such that the relevant Club Doctor and AFL Chief Medical Officer have both confirmed that the AFLW Player will not be able to participate in any future AFLW Match, the Club and AFLW Player may agree to terminate the AFLW Player's Standard Playing Contract. In such circumstances:

- (i) the payments that would have been made under the AFLW Player's Standard Playing Contract had it not been terminated will continue to be counted towards the Club's Total Player Payments; and
- (ii) for the purposes of AFLW Player list management, the AFLW Player will be treated as an AFLW Inactive Player in accordance with the AFLW Rules, and the Club will only be able to replace the AFLW Player as if the AFLW Player remained on an AFLW Inactive List for the duration of the AFLW Player's Standard Playing Contract had it not been terminated in accordance with the AFLW Rules.

12. No Unjust Enrichment

Where a Club employs a Player whose name has been delisted from the AFL or AFLW List (as applicable) of another Club and where the terms of employment of such Player provide that the average of all payments which the Player would be entitled to earn over the whole of the period of the new contract is:

- (a) the same or greater during the balance of the years in which the Player was delisted by their previous Club or the year following their delisting (if the provisions of items 11(a)(ii)(C) and 11(a)(ii)(D) of this Schedule 4, in respect of an AFL Player, or item 11(a)(i)(B) of this Schedule 4, in respect of an AFLW Player apply), no termination payment will be payable; or
- (b) less during the balance of the years in which the Player was delisted by their previous Club or the year following their delisting, the termination payment payable will be reduced by the average payments which the Player would be entitled to earn under their new contract for the balance of the years in which the Player was delisted and the year following their delisting (if the provisions of items 11(a)(ii)(C) and 11(a)(ii)(D) of this Schedule 4, in respect of an AFL Player, or item 11(a)(i)(B) of this Schedule 4, in respect of an AFLW Player apply).

Accordingly:

- (i) any amount payable by a Club under items 11(a)(ii)(C) and 11(a)(ii)(D) of this Schedule 4, in respect of an AFL Player, or item 11(a)(i)(B) of this Schedule 4, in respect of an AFLW Player will not be payable until 28 days after the end of the final AFL Player movement or AFLW Player movement (as applicable) mechanism prior to the commencement of the AFL or AFLW (as applicable) Season in the year following that in which the Player's name was removed from the relevant Club's AFL List;
- (ii) any amount payable by a Club under item 11(a)(i)(B) of this Schedule 4 to an AFLW Player will not be payable until 31 March in the year following that in which the Player's name was removed from the relevant Club's AFLW List;
- (iii) any payment by a Club of any amount purportedly in accordance with items 11(a)(ii)(C) and 11(a)(ii)(D) of this Schedule 4, in respect of an AFL Player, or item 11(a)(i)(B) of this Schedule 4, in respect of an AFLW Player will be strictly without prejudice to the rights of the Club under this item 12;
- (iv) a Club will be entitled to be repaid any amount paid to a Player in excess of a Player's actual entitlement; and

- (v) where a Player fails, refuses or neglects to repay any amount due to their former Club in accordance with this item, within 7 days of a written demand for such payment, the Club which has re-employed the Player will pay the amount due to the former Club and the Player's entitlement to payments under their new contract will be reduced accordingly.

13. International Rules Matches

- (a) Players competing in International Rules Matches will be paid an allowance per day, in addition to the usual other benefits provided by AFL. Such allowance will be determined by AFL in consultation with AFLPA and paid by AFL.
- (b) AFL agrees that where an AFL Player, who is selected in an International Rules or Indigenous / Multicultural All Stars squad, suffers an injury in circumstances that would otherwise fall within the provisions of item 10 of Schedule 4, the definition of Match is deemed to include an International Rules Match or Indigenous / Multicultural All Stars and the AFL Player is entitled to the benefits of item 10 of Schedule 4.

14. Uncontracted Player

- (a) Where an uncontracted listed AFL Player, a person recently delisted as an AFL Player (at the end of the relevant last AFL Season), or other person notified by the Club to the AFL as a potential AFL Pre-Season Supplemental Selection Period selection, trains with a Club in their AFL program, the Club will pay that person for each week the person trains at the Club no less than \$1000 per week or part thereof.
- (b) If a Club enters into an AFL Standard Playing Contract with an AFL Player that covers the period the AFL Player trained with the Club and in respect to which the AFL Player was entitled to receive payments under item 14(a), the payments the AFL Player was entitled to may be taken into account in part satisfaction of the amounts due to the AFL Player under the AFL Player's contract.

15. Player Contribution to Camps and Trips

AFL or the Club must not request a contribution or require any Player to pay an amount for the costs of travelling to, attending or participating in, interstate or overseas Matches, Club training activities or Club camps.

16. Medical Care

16.1 Minimum Medical Standards

- (a) The Minimum Medical Standards are set out in Annexure B and will apply for the Term.
- (b) To the extent of any inconsistency between the Minimum Medical Standards and provisions in this Agreement, the Minimum Medical Standards will have priority to the extent of the inconsistency.

16.2 Medical Examination

- (a) Clubs will ensure that each Player at the Club is given a medical examination in accordance with the Minimum Medical Standards and any best practice standards or regulations to be agreed between AFL and AFLPA, including:
 - (i) prior to a Player's first AFL or AFLW Season with a Club, as may be applicable;
 - (ii) at the end of each AFL or AFLW Season, as may be applicable; and
 - (iii) upon a Player's retirement or delisting, in which case the medical examination should occur as soon as practicable.
- (b) Each Player agrees to and must attend such medical examination at a time and place advised by the Club with reasonable notice.
- (c) The medical examination and report must cover all relevant matters relating to a Player's medical history, including their medical condition and any further treatment and rehabilitation for any Football Injury identified.
- (d) The Club will provide a medical report to the Player within 4 weeks of the medical examination.
- (e) The Club will retain a copy of the medical report and otherwise comply with the provisions of clause 18 of this Agreement and applicable privacy laws.
- (f) Clubs may request that a Player consents to attend a medical examination and/or provide a statement of their football medical history pursuant to clause 18.1(d) of this Agreement for the purposes of determining the Player's fitness for recruiting.

16.3 Other Medical Care Obligations

- (a) A Player must immediately notify their Club Doctor if they seek treatment external to the Club, or receive any injections, medication, supplements or other interventions by anyone other than a doctor, physiotherapist or other health professional of AFL or the Club.
- (b) No Player may compete in training or a Match until a Club Doctor has determined that the Player is fit to train and play.

17. Second Tier – Minimum Health and Safety Standards

- (a) AFL and Clubs will use reasonable endeavours to ensure that the following minimum health and safety standards are complied with in second tier competitions in which Players are involved, including during matches and training:
 - (i) provision of medical rooms in accordance with the AFL Venue Guidelines;
 - (ii) education of current AFL concussion guidelines to be provided by AFL to all second tier competitions with a view to using the computer-based concussion testing protocols, including relevant training requirements for medical personnel, if feasible;
 - (iii) one appropriately qualified and experienced sports medicine practitioner, one sports trainer with Level 2 certification through Sports Medicine

Australia, three additional trainers with Level 1 certification through Sports Medicine Australia and one physiotherapist in attendance at all matches;

- (iv) one trainer with Level 2 certification through Sports Medicine Australia and one physiotherapist in attendance at all football training sessions;
 - (v) Clubs will ensure that accurate medical records are kept in accordance with applicable privacy laws;
 - (vi) Clubs will ensure that suitable equipment and supplies are provided for treating professional footballers/Players; and
 - (vii) all medical staff at second tier level to undergo stretcher training exercises prior to the season commencing with the frequency of additional/follow up testing to be determined by the Club Doctor.
- (b) AFL will investigate the current pre-match checklist procedure at VFL, SANFL, WAFL, NEAFL level, and AFL and AFLPA, acting reasonably, will agree on any changes required.

18. Set Off Payments

Player agrees that the Club or AFL (as applicable) is entitled, to the extent permitted by law, to set off any moneys which may at any time be payable by Player to the Club or AFL on any account against any moneys which may be payable by the Club or AFL to Player.

Schedule 5A – AFL Player and List Management

1. AFL Player Lists

Each Club will maintain their AFL Lists during the Terms as follows:

- (a) The number of AFL Players on the Club's AFL Primary List will be not more than 38 and not less than 36;
- (b) The number of AFL Players on the Club's Category A Rookie List will be not more than 6 provided that a Club must not have more than 42 AFL Players on their AFL Primary List and Category A Rookie List at any time; and
- (c) The number of AFL Players on the Club's Category B Rookie List will be not more than 2.

2. AFL Inactive List

- (a) A Club may apply to the General Counsel or Executive General Manager of Football to transfer an AFL Player suffering a season ending injury from its AFL Primary List to its AFL Inactive List. A season ending injury means an injury or illness suffered by an AFL Player which, in the opinion of the AFL Chief Medical Officer, after consultation with the Club Doctor, will prevent or is likely to prevent an AFL Player, having due regard to their health and safety, from participating in AFL Matches for the remainder of the relevant AFL Season.
- (b) An AFL Player may only be transferred to the AFL Inactive List with the AFL Player's consent and with the approval of the General Counsel.
- (c) An AFL Player who is transferred to an AFL Inactive List is ineligible to play in the AFL Competition or in any other Australian Football competition for the period from the date that AFL Player is transferred to the AFL Inactive List until the conclusion of the relevant AFL Season.
- (d) Where an AFL Player is transferred to the AFL Inactive List, a Club may replace that AFL Player by selecting a replacement player during the AFL Pre-Season Supplemental Selection Period or at the mid-AFL Season Draft Selection Meeting.
- (e) A Club is unable to replace an AFL Player transferred to its AFL Inactive List after the conclusion of the mid-AFL Season Draft Selection Meeting.

3. First Year AFL Player Contracts

- (a) National Draft Selection Meeting

If an AFL Player is drafted by a Club in the National Draft Selection Meeting, that AFL Player and Club will enter into an AFL Standard Playing Contract for the following minimum terms:

- (i) Pick 1 to 20 at the National Draft Selection Meeting – three (3) year minimum term; or
- (ii) Pick 21 or later at the National Draft Selection Meeting – two (2) year minimum term,

except where:

- (iii) that AFL Player has previously been on an AFL Primary List or AFL Rookie List; or
 - (iv) that AFL Player is over 23 years of age by 31 December in the year in which the AFL Player is drafted by a Club.
- (b) Where a person, who has nominated for the National Draft Selection Meeting, can demonstrate to the AFL General Counsel that the provisions of item 3(a) would operate to unreasonably restrain them from obtaining employment with a Club as a professional footballer, the provisions of item 3(a) will not apply.
- (c) Other AFL Drafts and Pre-Season Supplemental Selection Period
- (i) If an AFL Player is drafted by a Club in the AFL Rookie Draft Selection Meeting or AFL Pre-Season Draft Selection Meeting or selected in the Pre-Season Supplemental Selection Period, the AFL Player and Club will enter into an AFL Standard Playing Contract commencing on the date of signing of that contract and expiring no earlier than 31 October in that year.
 - (ii) If an AFL Player is signed as a Category B Rookie (3 Year Non-Registered) prior to 30 June in a given year, the AFL Player and Club will enter into an AFL Standard Playing Contract commencing on the date of signing of that contract and expiring no earlier than 31 October in that year.
 - (iii) If an AFL Player is signed as a Category B Rookie (3 Year Non-Registered) after 30 June in a given year, the AFL Player and Club will enter into an AFL Standard Playing Contract for a minimum term of one year commencing on 1 November in that year.
 - (iv) If an AFL Player is signed as a Category B Rookie (International Player) prior to 30 June in a given year, the AFL Player and Club will enter into an AFL Standard Playing Contract for a term commencing on the date of signing and expiring no earlier than 31 October in the following year.
 - (v) If an AFL Player is signed as a Category B Rookie (International Player) after 30 June in a given year, the AFL Player and Club will enter into an AFL Standard Playing Contract for a minimum term of two years commencing on 1 November in that year.
 - (vi) If an AFL Player is drafted by a Club in the mid-AFL Season Draft Selection Meeting, that AFL Player and Club will enter into an AFL Standard Playing Contract commencing on the date of signing of that contract and expiring no earlier than 31 October in that year (subject always to the conditions of that Standard Playing Contract as set out in clause 19 of this Agreement).

4. Free Agency

The Free Agency Rules as set out at Annexure C, which must be agreed between the Parties, will apply.

5. Exchange of AFL Players

No Club will exchange any AFL Player unless the AFL Player has been given as much notice as possible by the Club of its intention to trade without any duress being applied by

the Club, its employees or agents to the AFL Player and the AFL Player genuinely consents to the trade.

6. AFL Rookie Player Management

- (a) AFL Rookie Players will be eligible for selection in an AFL Match.
- (b) Any amount paid to a Category A Rookie in excess of the base payment payable to a Category A Rookie will be included in the relevant Club's AFL Total Player Payments. For the avoidance of doubt, the minimum base payment payable to a Category A Rookie will be excluded in the relevant Club's Total Player Payments for each Category A Rookie.
- (c) Any amount paid to a Category B Rookie will be excluded from the Club's Total Player Payments.
- (d) Any Rookie Player who:
 - (i) has been on an AFL List for two (2) years or longer at any Club; and
 - (ii) receives a base payment under an AFL Standard Playing Contract which exceeds an amount equal to the applicable minimum base payment for an AFL Rookie Player in the same year, plus the maximum Match incentive entitlements, will not be automatically entitled to receive any bonus or incentive payments under item 7 of Schedule 2A (i.e. a Club may pay the bonus or incentive payments at its election).

For example, the applicable minimum base payment for an AFL Rookie Player in 2024 is \$90,000 and the maximum Match incentive entitlements in 2023 is \$12,000. Therefore, if an AFL Rookie Player had a contracted base payment of \$102,000 or higher in 2023, they would not be automatically entitled to receive any bonus or incentive payments under item 7 of Schedule 2A. For the avoidance of doubt, an AFL Rookie Player in this position may negotiate with their AFL Club to include incentives within their Standard Playing Contract.

- (e) In the event that an AFL Rookie Player is promoted to the AFL Primary List of a Club, their years of service on the AFL Rookie List will, for the purposes of this item 6 of this Schedule 5A, count as years on the AFL Primary List and they will be paid the minimum Player Payments applicable to a Pick 51+ selection at the National Draft Selection with the same number of years on an AFL Primary List.
- (f) An AFL Rookie Player may apply to an Arbitrator appointed under the AFL Rules where the AFL Rookie Player claims that this item 6 of this Schedule 5A, or item 6 of Schedule 2A, operates to unreasonably restrain their trade as a professional footballer and that this Agreement should not limit the amounts the AFL Rookie Player should be paid. The AFL Rules will apply to a matter brought before the Arbitrator under this item.

7. Mid-AFL Season Trade Period

AFL may determine to hold a mid-AFL Season trade period in each AFL Season during the Term (other than the 2023 AFL Season) and the Parties will agree to the processes and procedures which govern such trade period. AFL will not proceed with a mid-AFL Season trade period unless and until the processes and procedures are agreed between the Parties.

8. 2027 AFL Season Structure

If AFL wishes to add an AFL Gather Round to the 2027 AFL Premiership Season, AFL must provide AFLPA with notice as soon as reasonably practicable. If notice is provided by AFL, AFL and AFLPA will meet as soon as reasonably practicable to discuss the proposed 2027 AFL Gather Round including how any associated additional revenue will be dealt with. The Parties must act reasonably and in good faith in agreeing any associated additional revenue through these discussions and such agreement must be reached prior to AFL confirming that AFL Gather Round will take place in 2027.

Schedule 5B – AFLW Player and List Management

1. AFLW Season Structure

1.1 Definitions

The following definitions apply in this item 1 of Schedule 5B:

Venue Capacity means the total tickets made available by AFL for a particular AFLW Match, taking into account any reductions to the general capacity of a venue due to factors including but not limited to liquor licensing requirements, construction, or security.

Attendance means the total attendance at any one AFLW Match, according to official AFL metrics, and any further attendees permitted to enter an AFLW Match without a ticket, based on AFL's best estimates (for example, children).

Television Audience means the official television audience as reported by OzTAM including free-to-air television, pay television (e.g. Foxtel), streaming services (e.g. Kayo) and any equivalent platform (e.g. 7PLUS).

1.2 2024 AFLW Season

- (a) Subject to 1.2(b) below and item 2, the 2024 AFLW Season will consist of eleven (11) AFLW Premiership Season Matches for each AFLW Team and a four (4) week AFLW Finals Series.
- (b) Subject always to item 2, if for the 2023 AFLW Premiership Season, the average Attendance is 3,500 or higher, the 2024 AFLW Season will consist of twelve (12) AFLW Premiership Season Matches for each AFLW Team and a four (4) week AFLW Finals Series.

1.3 2025, 2026 and 2027 AFLW Seasons

- (a) Subject to 1.3(b) below and item 2, the 2025, 2026 and 2027 AFLW Seasons will consist of a minimum of twelve (12) AFLW Premiership Season Matches for each AFLW Team and a four (4) week AFLW Finals Series.
- (b) Subject always to item 2, if, for any of the 2024, 2025 or 2026 AFLW Premiership Seasons:
 - (i) the average Attendance is 6,000 or higher; and
 - (ii) the average Television Audience is 100,000 or higher,

the remaining AFLW Seasons in the Term after the AFLW Premiership Season in which these metrics are achieved will consist of fourteen (14) AFLW Premiership Season Matches for each AFLW Team and a four (4) week AFLW Finals Series. For example, if the prescribed metrics set out in this item 1.3(b) are recorded in the 2025 AFLW Season, the 2026 and 2027 AFLW Seasons will comprise of fourteen (14) AFLW Premiership Season Matches and a four (4) week AFLW Finals Series.

1.4 Calculation and Measurement of Averages

- (a) If the Venue Capacity for an AFLW Match is less than the prescribed targets set out in items 1.2 and 1.3 respectively, the following will apply:

- (i) In respect of the 2023 AFLW Season, if a Venue Capacity for an AFLW Match is less than 3,500 and Attendance reaches 90% of the Venue Capacity, this figure will be deemed as 3,500 for the purpose of calculating the AFLW Premiership Season average, provided that this figure is lower than the actual Attendance (with the higher number to be used). For example, where Venue Capacity is 3,000 and Attendance is over 2,700, Attendance will be deemed to be 3,500 for the purpose of calculating the AFLW Season average.
- (ii) In respect of the 2024, 2025, and 2026 AFLW Seasons, if a Venue Capacity for an AFLW Match is less than 6,000, and Attendance reaches 90% of the Venue Capacity, this figure will be deemed as 6,000 for the purpose of calculating the AFLW Season average, provided that this figure is lower than the actual Attendance (with the higher number to be used). For example, where Venue Capacity is 5,000 and Attendance is over 4,500, Attendance will be deemed to be 6,000 for the purpose of calculating the AFLW Season average.

2. AFL Obligations and Consultation

- (a) To enable the metrics outlined at item 1 to be measured and considered, AFL will provide monthly reports to AFLPA following each round of AFLW Matches in each AFLW Premiership Season. Such reports will be in a format to be agreed by AFL and AFLPA but will be based on reasonably available information accessible to the AFL and will include detailed breakdowns of Television Audience and Attendance for each AFLW Match.
- (b) The Parties acknowledge that the fixturing of AFLW Matches in any given AFLW Season is dependent on a variety of factors including, but not limited to ground availability, travel requirements, days break between AFLW Matches, the AFL Competition, broadcaster availability and scheduling. Taking into account these factors, AFL will use reasonably commercial endeavours to fixture AFLW Matches in timeslots and at venues that maximise Television Audience and/or Attendance wherever possible.
- (c) AFL and AFLPA will hold two forums during each year of the Term (other than 2023) (**AFLW Growth Forums**). The AFLW Growth Forums will be held in February (to review the previous AFLW Season) and in May or June (to discuss planning for the upcoming AFLW Season) or at other such times as the Parties agree. The purpose of the AFLW Growth Forums will be to discuss and debrief AFL's plans for growth of the AFLW Competition from a commercial perspective (including in relation to strategy, marketing, brand) and from a football perspective (including in relation to rules, competitive balance and development). The Parties agree that up to two (2) AFLW Players per Club will be invited by the AFLPA to participate in the AFLW Growth Forums and AFL will reasonably consider the views and feedback of AFLPA and AFLW Players.
- (d) At the AFLW Growth Forums to be held in February 2024, 2025 and 2026, AFL and AFLPA (with any AFLW Players as provided for in this clause) will review the Television Audience and Attendance numbers and based on data reasonably available to the AFL in respect of fixture timeslots during the relevant AFLW Premiership Season with a view to agreeing to a baseline Television Audience and Attendance average pattern trend for that AFLW Premiership Season. Following such review, AFL and AFLPA will, acting in good faith, agree the applicable baselines, and, to the extent that a specific fixture timeslot significantly falls below such baselines, AFL and AFLPA may agree that agreed discounts or reductions

will apply to any AFLW Premiership Matches played in such fixture timeslots for the purposes of the average Television Audience and Attendance numbers set out in item 1.3(b).

3. AFLW Player Re-Signing and Trade Period

- (a) Clubs may re-sign AFLW Players at any time during the Term.
- (b) AFL will determine the date for the AFLW Trade Period for each AFLW Season in consultation with the AFLPA.
- (c) Clubs may sign AFLW Players in the Trade Period, including any AFLW Player who requests to leave a Club due to a change in personal circumstances (where non-football employment by the proposed new Club will not be accepted as a relevant personal circumstance for the purposes of this item) and AFL agrees that, despite their existing Club's best efforts, their existing Club cannot secure a suitable trade. In such circumstances the AFLW Player may move to a Club of their choice in a different state and be paid at the Tier agreed by AFL, the AFLW Player and the new Club.

4. AFLW Lists

- (a) Each Club will maintain 30 AFLW Players on its AFLW List, unless otherwise approved by the AFL and AFLPA.
- (b) Subject to item 4(c) of this Schedule 5B, each AFLW List will be structured in accordance with the following Tiers:

Tier	No. of Players
Tier 1	2
Tier 2	6
Tier 3	6
Tier 4	16

- (c) The number of AFLW Players in each Tier may be adjusted by a Club, provided that:
 - (i) there is a maximum of three (3) Tier 1 AFLW Players per AFLW List; and
 - (ii) the total AFLW Player base payments equals the AFLW Total Player Payments per AFLW List specified in item 1 of Schedule 2B,
 unless agreed otherwise by the AFL and the AFLPA.
- (d) Each AFLW List must be made up of a list size of 30 AFLW Players, comprising:
 - (i) 30 AFLW Primary List players; or
 - (ii) 29 AFLW Primary List players plus 1 AFLW Rookie List player; or
 - (iii) 28 AFLW Primary List players plus 2 AFLW Rookie List players; or

- (iv) 27 AFLW Primary List players plus 3 AFLW Rookie List players.
- (e) As soon as practicable following execution of this Agreement but no later than 30 June 2024, the Parties agree to conduct a review of AFLW List and AFLW Player management structure.

5. AFLW Free Agency

The AFLW Free Agency Rules, which must be agreed between the Parties, are as set out in Annexure C will apply.

6. Exchange of AFLW Players

No Club will exchange any AFLW Player unless:

- (a) the AFLW Player has been given as much notice as possible by the Club of its intention to trade, and
- (b) the AFLW Player has been free from duress from the Club, its employees or agents, and
- (c) the AFLW Player genuinely consents to the trade.

Schedule 6 – Commercial and Game Development

1. Player Appearances

1.1 Player Appearances

- (a) In relation to AFL Player Appearances:
 - (i) Each AFL Player will be available for one half day per fortnight during each year of the Term of this Agreement save and except for periods of leave, to participate in bona fide appearances for development of the game of Australian Football as well as AFL and AFL Club promotion. Fifteen (15) of such appearances will be scheduled by the AFL Player's AFL Club and the remaining six (6) appearances will be scheduled by AFL. Clubs must use best endeavours to ensure that any appearance requirements agreed with an AFL Player under any Additional Services Agreement are required in addition to the appearances referred to in this item, and schedule all appearances accordingly.
 - (ii) AFL and each AFL Club will consult with representatives of the Players at each Club (including the AFLPA delegate) on the programme of appearances for the forthcoming year, with such consultations to be concluded prior to the commencement of the Christmas – New Year break.
- (b) In relation to AFLW Player Appearances:
 - (i) Each AFLW Player will be available for up to and including 20 hours of appearances per AFLW Season as directed by that AFLW Player's AFLW Club or AFL.
 - (ii) For the avoidance of doubt, appearances may occur at any time prior to the AFLW Season or otherwise during the term of the AFLW Player's Standard Playing Contract, provided that the Club and the Player agree to the timing of such appearances before the expiry of the AFLW Player's Standard Playing Contract. Clubs must use best endeavours to ensure that any appearance requirements agreed with an AFLW Player under any Additional Services Agreement are required in addition to the appearances referred to in this item, and schedule all appearances accordingly.

1.2 Notification of Player Appearances

- (a) In relation to AFL Player Appearances:
 - (i) subject to item 1.1, by no later than 1 March in the relevant year:
 - (A) each Club must schedule and notify each AFL Player of the details of 11 of the 15 available appearances required to be performed by them; and
 - (B) AFL must:
 - (i) ensure that each AFL Player will be notified of a minimum of 3 of the 6 available appearances required to be performed by them; and

- (ii) use reasonable endeavours to schedule and notify each AFL Player of the details of a further 2 of the 6 available appearances required to be performed by them.
- (ii) By no later than 15 March in the relevant year, AFL and each AFL Club will provide AFLPA with a list of scheduled appearances as is required to be provided to AFL Players under item 1.2(a)(i). The list of appearances will specify the name(s) of the AFL Player(s) involved, the time, date, location and nature of the appearance.
- (iii) The AFL Player's AFL Club and/or AFL may schedule the remaining appearances after 1 March provided they otherwise comply with notice and other provisions related to appearances as set out below.
- (iv) In the absence of agreement of the programming of appearances, such appearances will be scheduled by AFL Clubs or AFL as the case may be and notified to the AFL Player as follows:
 - (A) 60% of such appearances (rounded down) must be set out in a schedule specifying the time, date, location and nature of appearance, which schedule must be provided to the AFL Player, no later than 1 April in the relevant year; and
 - (B) the balance of such appearances must be notified to each AFL Player at least 2 weeks prior to the date of the required appearance. Such notification must specify the time, date, location and nature of the appearance.
- (b) In relation to AFLW Player Appearances:
 - (i) Clubs will use best endeavours to provide at least two (2) weeks' notice to an AFLW Player in advance of appearances including notice of the time, date, location and nature of the appearance.
 - (ii) Subject to the AFLW Player providing reasonable notice (where possible at least one (1) weeks' notice) to the AFLW Club or AFL (as applicable), an AFLW Player is not obliged to participate in an appearance where:
 - (A) the appearance conflicts with a personal commercial arrangement that has been communicated to the Club and the AFL prior to the Training Start Date acknowledging that:
 - (i) AFLW Player cannot have a personal commercial arrangement in conflict with an AFL Protected Sponsor or an AFLW Protected Sponsor unless that arrangement was approved by the AFL prior to 1 November 2016; and
 - (ii) where the AFLW Player played for a different AFLW Club in a previous AFLW Season, any pre-existing arrangement in conflict with the Club's AFLW Club Protected Sponsors may continue subject to the conditions of item 2.2(a);
 - (B) the AFLW Player has provided notice of their inability to attend the appearance in accordance with item 1.2(b)(ii); or

- (C) the AFLW Player has outside employment, reasonable study or significant family commitments.
- (c) In relation to Player Appearances:
 - (i) Subject to the Player providing reasonable notice (where possible at least one (1) weeks' notice) to the Club or AFL (as applicable), a Player is not obliged to participate in an appearance where the Player has reasonable, bona fide, moral or religious objection to the proposed appearance.

1.3 Credit for Player Appearances

- (a) Notwithstanding any other provision of this item 1, a Player who has been on the AFL or AFLW Primary List of a Club for more than five (5) AFL or AFLW Seasons may seek approval from:
 - (i) in respect of AFL Players, AFL to seek credit against their obligations to perform AFL-scheduled appearances in consideration for undertaking up to six (6) appearances under this item 1 for personal bona fide game and/or community development activities; or
 - (ii) in respect of AFLW Players, AFL or Club to seek credit against their obligations to perform up to five (5) two (2) hour appearances for personal bona fide game and/or community development activities.
- (b) To be eligible for approval under item 1.3(a), the Player's program must be consistent with the AFL Game Development Objectives as outlined in item 1.6 and comply with any Player driven appearance guidelines issued by AFL and AFLPA.
- (c) AFL's approval under item 1.3(a) will not be unreasonably withheld and must be obtained from AFL in writing prior to any personal bona fide game and/or community development activities are attended in accordance with this item 1. For the avoidance of doubt, Players may participate in game and/or community development activities without AFL approval; prior written approval refers only to a Player seeking credit for appearances.
- (d) In relation to AFL Players:

An appearance may be less than but will not, as a general rule, exceed four hours in duration, provided that with the AFL Player's agreement:

 - (i) an appearance may be scheduled over two separate occasions, provided that the total duration will not exceed four hours; and
 - (ii) two half day appearances may be combined in one full day to facilitate events of a longer duration such as country visits.
- (e) In relation to AFLW Players:

AFL and the Club each agree that each appearance will be credited against AFLW Player's obligation to undertake appearances under this item 1, provided that:

 - (i) subject to item 1.3(e)(v), an AFLW Player will receive a minimum credit of two (2) hours per appearance;

- (ii) subject to item 1.3(e)(vi), an appearance will not exceed six (6) hours in duration;
- (iii) if an AFLW Player is required to travel 50km or 60 minutes or more specifically to perform an appearance, the AFLW Player will be credited as follows:
 - (A) 50 – 75 km or 60 – 90 minutes = 60 minutes' credit;
 - (B) 76 – 100 km or 91 – 120 minutes = 90 minutes' credit;
 - (C) 101 - 125km or 121 - 150 minutes = 120 minutes' credit;
 - (D) any time beyond 150 + minutes will be credited, minus the first 30 minutes travelled; and
 - (E) for the avoidance of doubt, this credit will not apply where AFLW Player has, for example, performed an appearance prior to, or after a Club Session for which Player has otherwise had to travel;
- (iv) subject to item 1.3(e)(vi), AFLW Players will receive credit for time spent in appearances beyond two hours in 30-minute increments rounded up to the next 30 minutes;
- (v) where agreed by AFL or the Club (as applicable), any digital or social media activity (such as uploading social media) requested by the Club or AFL will constitute an appearance if AFLW Player has been assigned in any week an aggregate of thirty (30) minutes (or more) of digital or social media activity in the relevant week; and
- (vi) where an AFLW Player is required to travel 50km or 60 minutes or more specifically to perform an appearance and to stay overnight in connection with the appearance (such as for an interstate AFLW Player required to attend the Season launch, photoshoot(s) or end of Season awards night), the AFLW Player will be credited ten (10) hours for the appearance.

1.4 Programming of Appearances

- (a) A Player will be given a written reminder by AFL or their Club, as the case may be, of each programmed appearance 14 days prior to the date of the appearance and will be given a further reminder 7 days prior to such date.
- (b) In programming the appearances and allocating those appearances amongst the Players in a Club, the following factors will be taken into account:
 - (i) the equitable sharing of the workload of appearances amongst the Players;
 - (ii) the varying periods of Player time involved in appearances and the different periods of time spent travelling to and from the location at which appearances are held;
 - (iii) any relevant skill or attribute a Player has for a particular type of appearance;
 - (iv) the training, playing and other commitments of the Players; and
 - (v) a Player's reasonable cultural or religious beliefs and commitments.

- (c) In the event that a Club imposes activities on a Player which prevent the Player from fulfilling an allocated appearance, the Player will not be held responsible for the non-appearance nor will they be subject to penalty.
- (d) Players who are completing secondary school studies will not be required to perform any appearances.
- (e) AFL and each Club agree that:
 - (i) they will not schedule appearances during any periods of leave that a Player is entitled to take under this Agreement or under any applicable long service leave certified agreement, save with the consent of that Player;
 - (ii) they will not schedule appearances during a Player's one day off each week;
 - (iii) they will not schedule appearances during an AFL Player's half day off; and
 - (iv) Players who are undertaking tertiary studies will not be required to perform AFL or Club appearances which fall on or within 2 days prior to scheduled exam dates.
- (f) Nothing in item 1.3(d) will be construed as entitling AFL or Clubs to program 84 hours of an AFL Player's time for appearances.

1.5 AFL Broadcaster Access Policy Appearances

In accordance with the AFL Broadcaster Access Policy, two (2) media interviews for an AFL Broadcaster will count as:

- (a) in respect of AFL Players, one (1) half day player appearance; and
- (b) in respect of AFLW Players, a two (2) hour appearance,

provided the total duration of those interviews is at least 90 minutes. These may be scheduled after 1 March of the relevant year without the necessary notice required of other appearances arranged after this time.

1.6 Game Development Objectives

- (a) The promotional activities that a Player will make themselves available for under this item 1, will include those directed at:
 - (i) increasing participation in, and development of, Australian Football, such as developing and supporting appropriate pathways for all segments from Auskick to talent development and open age (including where the relevant talent pathway or program has a commercial partner and its logo appears in the branding for the talent pathway or program, provided where such logo is incidental and not the primary reason for the promotional activity);
 - (ii) increasing Match attendance and viewership;
 - (iii) increasing AFL, AFLW and Club membership;
 - (iv) building and improving community relations, specifically supporting leagues, clubs and schools to motivate volunteers, umpires, coaches, teachers and sports trainers for all levels of Australian Football to promote quality

environments and also promoting community engagement, education, leadership and employment initiatives, particularly in indigenous and multicultural communities; and

- (v) promotion of AFL, AFLW or the Club to AFL sponsors, AFLW sponsors or sponsors of Clubs (excluding appearances directly related to products or services of sponsors or the promotion of sponsors to the public except where that promotion is incidental to activities set out in this item 1.6(a)).
- (b) Such activities may include attendances at functions, launches and presentation of Player awards as set out in items 2.5(c) and 2.5(d), the Hall of Fame, publication launches, promotions and media appearances, however the attendance of Players at community camps will not be included in the appearances a Player is required to perform under this item 1.
- (c) Appearances will not include:
 - (i) training and Match day commitments;
 - (ii) commitments pursuant to the Broadcaster Access Policy including media conferences and general media interviews (except where stated otherwise in the Broadcaster Access Policy);
 - (iii) attendance at Club end of Season function;
 - (iv) attendance at the Pre-Season new Player induction;
 - (v) attendance at Club induction and outduction sessions;
 - (vi) Matches; and
 - (vii) voluntary attendance at functions and events (including official AFL or AFLW events).

1.7 Reimbursement of Expenses

- (a) In the event Club or AFL travel arrangements are not made and paid for by the Club or AFL, a Player will be entitled to be reimbursed for travel in excess of a 100 kilometre round trip from the point of departure from the Player's home, place of work or the Club's usual home training facility at an agreed per kilometre rate as specified by the Australian Taxation Office.
- (b) For the avoidance of doubt, Players will not be entitled to additional payment for the hours of required appearances under this item 1.

1.8 Cancellation of Appearance

- (a) Any cancellation by a Club or AFL of an appearance required by a Player must be advised to the Player as soon as practicable.
- (b) The Club or AFL, as the case may be, will not be entitled to reschedule a cancelled appearance unless the Player has been provided at least two days' notice.

1.9 Failure to Attend

- (a) A Player must notify the Club or AFL, as the case may be, as soon as practicable, but in any event, no less than two days prior to the required appearance of any inability to attend any such appearance that has been scheduled or notified in accordance with this item 1. The Player must provide reasons for their inability to attend and such reasons must be or relate to matters which are beyond the Player's control. The Player is obliged to use their best endeavours to arrange for another Player of comparable reputation from the same Club to attend the appearance.
- (b) A Player's failure to attend a scheduled appearance other than as permitted by item 1.9(a) will be deemed to be a breach of this Agreement by the Player, and AFL or the Club, as the case may be, may reschedule the appearance and/or impose a sanction against the Player in accordance with the following:
 - (i) For AFL Players:
 - (A) 1st Offence: A fine of \$250 for an AFL Club appearance and \$500 for an AFL appearance;
 - (B) 2nd Offence: A fine of \$500 for an AFL Club appearance and \$1,000 for an AFL appearance and in either event, an extra one appearance be scheduled for the Player; or
 - (C) 3rd or Subsequent Offence: \$1,500 for an AFL Club appearance and \$3,000 for an AFL appearance.
 - (ii) For AFLW Players:
 - (A) 1st Offence: A fine of \$100 for an AFL Club appearance and \$100 for an AFL appearance;
 - (B) 2nd Offence: A fine of \$150 for an AFL Club appearance and \$200 for an AFL appearance and in either event, an extra one appearance be scheduled for the Player; or
 - (C) 3rd or Subsequent Offence: \$500 for an AFL Club appearance and \$600 for an AFL appearance.
- (c) For the purposes of this item 1.9, each year will stand alone and no offence in the previous year or years will count as an offence in any following year/s. Any cancelled appearance may be rescheduled by the AFL Club or AFL, as the case may be subject to item 1.8(b).
- (d) Any rescheduling of a Player appearances pursuant to item 1.8 will be reasonably rescheduled having regard to peak requirements for AFL and Club promotion. All fines will be reinvested into development programs.
- (e) Any sanction imposed in accordance with this item 1.9 is subject always to the Club and/or AFL having fully complied with their notification obligations under item 1.2.

1.10 No Conflict

Nothing in this item 1 will entitle a Club or AFL to require a Player to appear to promote the Club or AFL to a sponsor where that Player or an Associate of that Player has a commercial arrangement with a competitor of that sponsor and written notice of that

commercial arrangement has been provided by the Player to that Player's Club and to AFLPA and provided that this item will not apply to allow a Player to avoid a promotion that involves an AFL Protected Sponsor, AFLW Protected Sponsor, AFL Club Protected Sponsor, or an AFLW Club Protected Sponsor.

2. Use of Player Image

2.1 Interpretation

For the purposes of this item 2:

AFL Player means:

- (a) AFL Player as that term is defined in clause 1.1 of this Agreement; or
- (b) where an AFL Player has licensed the use or the right to license the use of the AFL Player's Image to a Player Image Rights Holder, means the Player Image Rights Holder,

as the context dictates.

AFLW Player means:

- (c) AFLW Player as that term is defined in clause 1.1 of this Agreement; or
- (d) where an AFLW Player has licensed the use or the right to license the use of their Image to a Player Image Rights Holder, means the Player Image Rights Holder,

as the context dictates.

2.2 Player Use of Image Requirements

- (a) The Parties agree that a Player may use their own Image or license the use of their own Image to a third party provided that such use:
 - (i) is not prejudicial to Australian Football;
 - (ii) does not use AFL Intellectual Property or Club Intellectual Property without the consent of the AFL or the relevant Club;
 - (iii) does not use other AFL property (including, without limitation, playing and on field uniforms and other items within the AFL on field policy) without the consent of the AFL;
 - (iv) does not represent or pass off an association with the AFL, a Club or the AFL Competition or AFLW Competition;
 - (v) does not result in the assignment of any copyright they may hold in or in connection with any promotional activity to AFL; and
 - (vi) does not involve airbrushing of uniforms or "dusting" of photographs used in promotional activities.
- (b) Players do not need to seek AFL consent for promotional activities in accordance with this Agreement where AFL Intellectual Property is not used (provided that the promotional activity otherwise complies with this Agreement).

2.3 AFL Player Use of Image Requirements

The Parties agree that, in addition to complying with the requirements set out in item 2.2(a), an AFL Player may use their own Image or license the use of their own Image provided that such use:

- (a) does not conflict with an AFL Protected Sponsor; and
- (b) does not conflict with an AFL Club Protected Sponsor.

2.4 AFLW Player Use of Image Requirements

The Parties agree that, in addition to complying with the requirements set out in item 2.2(a) above, an AFLW Player may use their own Image or license the use of their own Image provided that such use:

- (a) does not conflict with an AFL Protected Sponsor;
- (b) does not conflict with an AFLW Protected Sponsor;
- (c) does not conflict with an AFL Club Protected Sponsor; and
- (d) does not conflict with an AFLW Club Protected Sponsor.

2.5 Game Development and Promotion

- (a) Club Protected Sponsors
 - (i) Each Club may have up to four AFL Club Protected Sponsors and four AFLW Club Protected Sponsors.
 - (ii) A Club Protected Sponsor is a sponsor nominated by the Club as one of its protected sponsors and, in the case of AFL Club Protected Sponsors only, which has contributed to the Club no less than \$250,000 in that year.
 - (iii) Each Club will notify its Players and AFLPA in writing of the Club's:
 - (A) AFL Club Protected Sponsors for each AFL Season by 15 February; and
 - (B) AFLW Club Protected Sponsors for each AFLW Season by 28 July,
 in each year provided that where a Club's Protected Sponsors change during a year, the Club will notify its Players and AFLPA in writing as soon as possible of such occurrence.
 - (iv) The amount referred to in item 2.5(a)(ii) will be taken to include the cash value of the sponsorship contract and/or the value of services or product provided under the sponsorship (calculated at the wholesale value of such services or product).
 - (v) AFL and AFLPA agree to review the AFLW Club Protected Sponsor program by 30 April 2024, with such review to include consideration of a minimum financial commitment to reflect the AFL Club Protected Sponsor parameters and the fairness and equity of restrictions on AFLW Players.

(b) AFL and AFLW Protected Sponsors

The AFL may have up to four AFL Protected Sponsors and four AFLW Protected Sponsors. AFL will notify the AFLPA in writing of the names of:

- (i) AFL Protected Sponsors for each AFL Season by 15 February; and
- (ii) AFLW Protected Sponsors for each AFLW Season by 28 July,

in each year provided that where AFL or AFLW Protected Sponsors change during the Year, AFL will notify AFLPA in writing as soon as possible of such change.

(c) Subject to item 2.5(d), AFL and its sponsors will be entitled to utilise the Image of Players in respect of promotion and publication of the awards specified below, including, where relevant, their AFLW equivalent, and any other awards which are notified to AFLPA at the commencement of the relevant Season and otherwise throughout the Season on reasonable notice and to which the AFLPA consents:

- (i) The Rising Star Award
- (ii) The Mark of the Year Award
- (iii) The Goal of the Year Award
- (iv) The Brownlow Medal
- (v) The Norm Smith Medal
- (vi) All Australian Team
- (vii) Number One Draft Pick

(d) The winner/s of the Awards referred to in item 2.5(c) may, subject to training and other Club requirements, be required to be available for the following:

- (i) reasonable media event day interviews;
- (ii) attendance at the launch of the Award in the following year;
- (iii) attendance at the presentation of the Award in the year in which they have won the Award and the following year,

and the Player agrees that their Image may be used in accordance with item 2.5(c) in a congratulatory advertisement promoting the Award.

(e) AFLPA acknowledges that the AFL Licensing Guidelines set out in more detail the way in which Players, AFL, Clubs and their respective sponsors may use a Player's Image for Licensing Activities and AFL, AFLPA, Clubs and Players agree to comply with AFL Licensing Guidelines with respect to the use of Player Image on Product.

(f) Each Player:

- (i) authorises AFL and the relevant Club to use the Player's Image, at no additional cost to AFL or the Club other than as provided for under the Standard Player Contract, for the promotion of Australian Football, the Club or AFL as the case may be, including the use of the Player's Image to promote Australian Football, where such promotion includes promotion of

the AFL Protected Sponsors, AFLW Protected Sponsors and Club Protected Sponsors. For the purposes of this item 2 only, 'AFL Protected Sponsor' and 'AFLW Protected Sponsor' will include AFL and AFLW Venues, the AFL's official airline partner, the AFL's official hotel partner, the AFL ticketing agents and Government bodies (**Promoting Partners**) where the promotion is for a Match (or Matches), AFL event and/or AFLW event (e.g. AFL Gather Round) in which the Promoting Partner is involved. For the avoidance of doubt, Promoting Partners will not otherwise be afforded Protected Sponsor protections or status unless otherwise nominated by the AFL as an AFL Protected Sponsor or an AFLW Protected Sponsor pursuant to this item 2.5;

- (ii) assigns to AFL any copyright or other rights Players hold or may hold in connection with such promotional activities or AFL Licensing Activities provided such activities are conducted in the manner set out in this Schedule 6 and the AFL Licensing Guidelines (as applicable) as varied from time-to-time;
- (iii) grants AFL a non-exclusive right to use their Image in AFL Digital Media Properties in accordance with a set of protocols to be developed by the Parties. Such protocols to reflect the following:
 - (A) the Parties seek to optimise opportunities of the use of Players in media properties and enhance the AFL media business;
 - (B) the use of the Players' Image is not to be assigned by AFL to third parties save in accordance with any media agreements between AFL and Telstra;
 - (C) Players' Images may be used in association with AFL Digital Media Properties;
 - (D) AFL and Clubs will not use Player Images to develop individual Player websites, social media sites or tools or any other properties or activations that are focused on individual Player personalities; and
- (iv) without limitation to item 2.5(f)(i), authorises the Promoting Partners to use the Player's Image, at no additional cost to the Promoting Partners, the AFL or the relevant Club, solely for the promotion of Matches, AFL events and/or AFLW events (e.g. AFL Gather Round) in which the specific Promoting Partner is involved.
- (g) Each Player grants a non-exclusive licence to use Player's Image by AFL Broadcasters in accordance with the following protocols:
 - (i) the use of the Players' Image is not to be further licensed by AFL to third parties save in accordance with the agreements between AFL and AFL Broadcasters; and
 - (ii) the AFL and AFL Broadcasters will ensure that a wide range of Players will be used in accordance with this item, with the AFL Broadcaster to enter into a separate agreement for any extensive use of a single Player.
- (h) Each AFLW Player:
 - (i) grants the AFL and their Club a perpetual, irrevocable and royalty free licence to use their Image at no cost to AFL or the Club for Game

Development and Promotion and Approved Sponsor Promotion and otherwise in accordance with this item 2.

- (ii) Subject to this item 2 and without limiting item 2.5(h)(i), agrees that the AFL and the AFLW Player's Club may use (or sub-license use of) at no cost an AFLW Players' Image for Game Development and Promotion and Approved Sponsor Promotion:
 - (A) by AFL sponsors, AFLW sponsors, AFL Protected Sponsors and AFLW Protected Sponsors;
 - (B) by Club Sponsors;
 - (C) for AFL Licensing Activities; and
 - (D) use by Authorised Broadcasters subject to item 2.5(g).
- (i) For the avoidance of doubt, where use of an AFLW Player's Image is for Game Development and Promotion or is for Approved Sponsor Promotion, AFL sponsors, AFLW sponsors and Club sponsors may use an AFLW Player's Image without that AFLW Player's approval and at no cost.
- (j) For the avoidance of doubt, AFLW Player approval will only be required for use of AFLW Player's Image by sponsors other than for Game Development and Promotion and Approved Sponsor Promotion where the Player is a Featured Player, as further detailed at item 2.7.
- (k) AFL and AFLPA will develop a protocol designed to encourage AFL commercial partners to use Players and their Images in the activation and leveraging of their partnerships at the commercial partners' cost.

2.6 Marketing Image

- (a) For the purposes of marketing, advertising and promotional collateral:
 - (i) used or produced by AFL and Clubs;
 - (ii) used or produced by corporate partners or Club Sponsors for leveraging sponsorship of the AFL, AFLW or sponsorship of a Club; or
 - (iii) for AFL Licensees or retailers of AFL licensed commodities to promote AFL licensed commodities,

four (4) or more AFL Player Images in the one match day image equally represented constitutes an AFL "marketing image" (**AFL Marketing Image**) and, without limitation to item 2.5(h), two (2) or more AFLW Player Images in the one match day image equally represented constitutes an AFLW "marketing image" (**AFLW Marketing Image**), and, subject to the Featured Player provision set out below, will not require individual Player approval to be sought nor any commercial payment to be made.

- (b) Where AFL seeks approval for the use of a Player's Image where such Image is not an AFL Marketing Image or AFLW Marketing Image and the use is not otherwise permitted under this item 2 to be used in any marketing, advertising and promotional collateral, AFL will seek the approval of such use via the Player or the Player's Agent in accordance with the Featured Player provision at item 2.7 below.

- (c) Where AFL seeks approval for the use of a Player's Image where such Image is not an AFL Marketing Image or AFLW Marketing Image and the use is not otherwise permitted under the AFL Licensing Guidelines to be used without the Player's permission in any AFL Licensing Activity, AFL will seek approval of such use via AFLPA in accordance with the featured player provision in the AFL Licensing Guidelines.

2.7 Featured Player

- (a) Where an:
 - (i) AFL Player's Image is used as a Featured Player for the purposes of marketing, advertising or promotional collateral that is not otherwise permitted without AFL Player approval under this item 2 or the AFL Licensing Guidelines; or
 - (ii) AFLW Player's Image is used as a Featured Player for the purposes of marketing and promotional collateral that is not otherwise permitted without AFLW Player approval under this item 2 or the AFL Licensing Guidelines,

AFL or Club (as applicable) must seek approval from any Featured Player but not surrounding Players, in an Image. For the purpose of clarification, the prominence of all other Players appearing in the image will be considered when determining whether a player is a Featured Player.

- (b) A Player's Image will not be used as a Featured Player for Approved Sponsor Promotion disproportionately to the use of other Featured Players without that Player's consent.

2.8 Video Footage

For the purposes of use of a Player's Image by AFL or an AFL corporate partner that is sourced from and used in visual footage (as compared to still images), the consent of a Player will not be required in the following circumstances:

- (a) where the use of the footage is for Game Development and Promotion, and in respect of AFLW Players only, Approved Sponsor Promotion;
- (b) when the Player is in the vision and is only incidental to the footage being used;
- (c) when the Player is featured in the vision and the vision is being assembled for a non-commercial purpose (eg. a highlights package for an awards night); or
- (d) when the Player is a Featured Player in the clip and the clip is part of a sequence of footage assembled collectively comprising at least 6 separate clips per 30 seconds (or 3 in 15 seconds and 12 in 60 seconds) of footage containing featured players, and the Player that is featured:
 - (i) is not represented to any greater extent than other featured Players; and
 - (ii) does not have an existing personal arrangement which conflicts with the use of the visual footage.

2.9 Club Sponsor Request Process

Club Sponsors requesting to use Players for promotional activities must follow these guidelines and the AFL Licensing Guidelines in relation to the use of AFL Intellectual Property.

2.10 Intellectual Property Use Approval Process

- (a) If a Player seeks consent from AFL to use AFL Intellectual Property in the Player's promotional activities, a written request for consent will be forwarded to the AFL Licensing Coordinator using the AFL online brand approvals system.
- (b) AFL will negotiate with the Player or their representative a fee to be payable to AFL. AFL reserves the right to reject the request.
- (c) Approvals will be required at each stage by all Parties. AFL reserves the right to reject materials submitted.
- (d) Only individuals can be included and there can be no association or branding by any non-Player group.
- (e) The association can only be made between the Player and the advertisers and not AFL, Club, AFL Competition or AFLW Competition.
- (f) Seven (7) day approvals will apply.
- (g) Payment will be required in advance of media appearance and will be for a defined time. Player uniforms will not be able to be used by companies competing with AFL or AFLW Protected Sponsors or Club Protected Sponsors or AFL Licensees contributing over \$100,000 per year.
- (h) Consent will need to be received in writing by AFL and cannot conflict with an AFL Licensee.
- (i) A regular meeting comprising representatives from AFL, AFLPA and Clubs will be organised to review these guidelines.

Schedule 7 – Licensing Guidelines

1. General Principles

- (a) All Licensing Activities remain centralised through the AFL Consumer Products Department.
- (b) AFL and AFLPA will jointly develop, procure and operate Licensing Activities that utilise both AFL and Player Intellectual Property from which relevant Players will receive royalties via AFLPA with respect to Player Intellectual Property used.
- (c) The rights of the Players and AFL in relation to Licensing Activities and other promotional activities will be recognised under the CBA and the Standard Playing Contract.
- (d) AFL and AFLPA acknowledge and agree that it is to the mutual advantage of both Parties that:
 - (i) the Parties work together in a co-operative and constructive manner to maximise the revenues generated from Licensing Activities involving the use of Player Images;
 - (ii) the Parties devote resources reasonably necessary to comply with and achieve the general principles set out in this item 1; and
 - (iii) each Party has a role in establishing, maintaining and improving the commercial relationship with businesses seeking to hold or holding licences to market products involving the use of Player Images.

2. Definitions

For the purposes of these Guidelines, the following words have the meanings set out below:

AFL Marketing Image Product means Product that uses an AFL Marketing Image and is not AFL Team Product.

AFL Team Product means Product that uses an image with four or more AFL Players combined, whether it be from one complete image or a montage of AFL Players to form one image (from the same or different Clubs), and includes Premiership team product.

AFLW Marketing Image Product means Product that uses an AFLW Marketing Image and is not AFLW Team Product.

AFLW Team Product means Product that uses an image with two or more AFLW Players combined, whether it be from one complete image or a montage of AFLW Players (from the same or different Clubs), and includes Premiership team product.

CBA means the Collective Bargaining Agreement between AFL and AFLPA.

Featured Player Product means Product featuring a Featured Player that is not otherwise AFL or AFLW Marketing Image Product or AFL or AFLW Team Product.

Player means:

- (a) Player as that term is defined in clause 1.1 of this Agreement;

- (b) where a Player has licensed the use or the right to license the use of the Player's Image to a Player Image Rights Holder, means the Player Image Rights Holder; or
 - (c) Associate of a Player as that term is defined in clause 1.1 of this Agreement,
- as the context dictates.

Promotion of the Game means any Player Image use in accordance with item 2.5(f)(i) of Schedule 6 of this Agreement.

Terms not otherwise defined in these Guidelines have the meaning given to them in the CBA.

3. General Arrangements

- (a) AFL may use a Player's Image for the AFL Licensing Program provided that AFL has obtained the approval for each Licensing Activity in accordance with item 4 below.
- (b) A Player will not unreasonably refuse to grant approval for the use of the Player's Image in the AFL Licensing Program.
- (c) For the avoidance of doubt, the promotional activities under item 2.5 of Schedule 6 will not be part of the AFL Licensing Program.
- (d) A Player may use the Player's Image for personal promotional activities in accordance with Schedule 6.
- (e) Players will assign any copyright they may hold in or in connection with the AFL Licensing Program to AFL.
- (f) No airbrushing of uniforms or "dusting" of photographs used in the AFL Licensing Program will be permitted.

4. Approvals

4.1 Automatic Player Approval

- (a) Subject to item 4.1(c), a Player is deemed to have given approval for the use of the Player's Image on the following range of AFL products: trading cards, stickers, static stickers, posters, greeting cards, books, badges, mugs, glassware, cups, CDs, DVDs/videos, event and commemorative scarves, t-shirts, their name on guernsey, tops, caps, figurines, key rings, pins, team based video and console games, calendars, socks, canvases, flags, and other products as agreed from time to time.
- (b) Whenever a Player's Image is to be used in accordance with item 4.1(a) above, AFL will notify AFLPA of the intended use, including provision of the artwork/models prior to production. AFLPA will notify the Player or their Accredited Agent whose image is used in the product, confirm to AFL that the Image has been used correctly and that the product is an "automatically approved" product as defined under item 4.1(a).
- (c) Notwithstanding item 4.1(a) above, Player approval in accordance with the process outlined at item 4.2 below is required for any Product involving a caricature, or cartoonised version, of a Player's Image, even if that Product is otherwise listed as automatically approved.

- (d) A Player must provide their approval for any Product related to a Player's milestone match subject to the following:
 - (i) A Player will have the option of opting into a minimum product range which will include such Products as agreed by AFL and AFLPA from time to time but in the absence of agreement to the contrary will include one item from each of the following categories:
 - (A) badges and magnets;
 - (B) mugs and cups;
 - (C) t-shirts and caps;
 - (D) pins and keyrings; and
 - (E) on field replica guernseys,

(Minimum Product Range).
 - (ii) If a Player does not approve the Minimum Product Range then no Products will be created and sold in connection with the Player's milestone match.
 - (iii) A Player may approve any Product in addition to the Minimum Product Range in the Player's discretion.
 - (iv) Any approval under this item will be undertaken in accordance with the procedure set out in item 4.2 below.

4.2 Other Approvals

- (a) All approvals to the use of a Player's Image in the AFL Licensing Program will be co-ordinated by the AFL Consumer Products Department and forwarded to AFLPA.
- (b) The key contact at AFL will be the AFL Licensing Coordinator who will deal with Player related approvals, payments and communication.
- (c) Approvals for Player Image use in the AFL Licensing Program will be sought via AFLPA and it will be AFLPA's responsibility (where necessary) to secure Player consent either directly or via their Accredited Agent (save for in situations where existing or potential AFL Licensees have procured the consent of the Player directly to the use of the Player's Image as part of a product development plan). AFLPA will have no more than 5 business days from the date of the request to grant or refuse approval to the use of their Image. Should a response not be received by this time, approval will be deemed to have been given and AFL will proceed without further notice.
- (d) A Player cannot unreasonably withhold their approval for the use of the Player's Image in AFL Licensing Programs. Consent will be deemed to have been withheld reasonably where:
 - (i) the Player can demonstrate genuine personal, moral or ethical objection to the proposed use (including without limitation where the Licensing Activity relates to tobacco, drugs or alcohol);

- (ii) the use of the Player's Image is, in the reasonable opinion of the Player, detrimental to the Player's reputation or inconsistent with a demonstrable brand strategy implemented on behalf of the Player;
 - (iii) the use of the Player's Image conflicts with existing arrangements for the use of the Player's Image (provided such use is in accordance with this CBA) that have been documented to AFLPA; or
 - (iv) where the Player is entitled to a commercial fee for the use of the Player's Image, the fee proposed for such use is, in the Player's reasonable opinion, not a commercially appropriate fee taking into account the market for the product, the commercial rate historically paid for such use of a Player's Image, the reputation and standing of the Player and all other relevant commercial factors.
- (e) Records of all approvals will be kept on file by AFL for payment.

4.3 Featured Player Product

AFL will only be required to secure approval for Featured Players and not surrounding Players in an Image that is used on Product. For the purpose of clarification, the prominence of all other Players appearing in the image will be considered when determining whether a player is a Featured Player. All uses of Player Image in accordance with this provision are to be forwarded in a timely manner to AFLPA for notification purposes ahead of such use.

5. Finances

- (a) The AFL Consumer Products Department will pay Players for the use of their Images in accordance with clause 31 of this CBA.
- (b) AFL will forward AFLPA forecast amounts for the AFL Licensing Program in the request for approval form.
- (c) All payments to Players will be managed by AFLPA.
- (d) Reports to Players will be sent to AFLPA quarterly for disbursement. The reports will be provided to AFLPA within 45 days of the end of the relevant quarter. Disbursement will be made at least annually.
- (e) Payments to AFLPA under these programs will be paid quarterly.
- (f) The Parties acknowledge that for any Licensing Activity using Player Intellectual Property or AFLPA Intellectual Property, the AFL Licensee will pay the following royalty with respect to the use of Player Intellectual Property, AFLPA Intellectual Property and AFL Intellectual Property, unless otherwise agreed between the Parties:
 - (i) AFL Marketing Image Product/AFLW Marketing Image Product – 18% of wholesale sales;
 - (ii) Featured Player Product – 18% of wholesale sales, unless a flat fee is negotiated; and
 - (iii) AFL Team Product/AFLW Team Product – 15% of wholesale sales.

- (g) For the avoidance of doubt AFL will only pay for the Featured Player/s and not surrounding Players in an image.
- (h) There will be no additional payment to Players for any activities defined as Promotion of the Game in connection with the AFL Licensing Program other than payment received by the Player under the Standard Playing Contract.
- (i) AFL may make additional payments to Players from the Marketing Fund in connection with the promotion of Products which form part of the AFL Licensing Program.

6. Memorabilia

- (a) The AFL, in consultation with AFLPA, will consider all applications submitted by or on behalf of a Player for an AFL licence to manufacture, sell and/or distribute a Player based memorabilia product (which application must be in the standard form required by AFL from time to time), provided such application does not pertain to the Brownlow Medal, AFLW Best and Fairest or AFL or AFLW Grand Final. AFL will not unreasonably withhold its approval of such applications and will consider the following factors when assessing applications:
 - (i) market demand;
 - (ii) market saturation;
 - (iii) design capabilities;
 - (iv) distribution capabilities;
 - (v) financial (current and historical) stability and company structure; and
 - (vi) previous experience in category.
- (b) The Parties acknowledge that a Player cannot undertake to licence, manufacture, sell and/or distribute any Player based memorabilia product, including for the avoidance of doubt participate in the signing and/or sourcing of any memorabilia based item, without the consent of AFL.

7. Category Management/Market Development

The Parties agree to work collaboratively in an attempt to increase the revenues derived from use of Player Image in the AFL Licensing Program. The following framework will govern the cooperation of the parties in this regard.

- (a) Current Licensees/Categories
 - (i) AFL and AFLPA will meet to review licence list and product categories every six (6) months or as otherwise agreed;
 - (ii) AFL/AFLPA identify current licensees/categories which may have opportunities to develop individual Player Image programs;
 - (iii) AFL/AFLPA meet with potential current partners to discuss opportunities;
 - (iv) Licensee submits category plan and forecast if commercially viable;

- (v) AFLPA negotiates commercial arrangement with Player/manager to utilise Player IP in licensing program; and
 - (vi) AFLPA/AFL jointly manage approval process.
- (b) In the case of video and console games, AFLPA will support AFL by:
- (i) using its best endeavours to ensure that all Players whose Image will be included in the video or console game and who are absent at the AFL arranged scanning session, are available at a reasonable time to be photographed and/or scanned for the purposes of creating an appropriate likeness of the Player to be included in the game.
- (c) New Licensees/Categories
- (i) AFL and AFLPA meet to review product categories on a quarterly basis and establish any potential gaps in the current categories utilising Player Image;
 - (ii) AFLPA may present a target category plan at such meetings for review and approval by AFL, if in AFL's reasonable opinion the category plan is appropriate;
 - (iii) Either Party may search the marketplace for potential partners within an agreed category plan to identify prospective licensees. However, AFLPA in doing so is not permitted to claim any ownership or right to licence AFL Intellectual Property without AFL's consent;
 - (iv) Prospective licensee submits prospective licensee plan to AFL and AFLPA (as available from the AFL Consumer Products Department) including financial, business plan, sales forecasts, design and manufacturing capabilities;
 - (v) AFL and AFLPA review the application. If AFL, acting reasonably, believes that the application satisfies all of the application criteria, then AFL will negotiate the terms of a potential licence with the applicant;
 - (vi) AFL will execute a deal memorandum and AFL Commodity Licence and provide the commercial terms to AFLPA; and
 - (vii) AFL and AFLPA jointly manage approval process.

8. Player Signature

Notwithstanding anything to the contrary in these Guidelines or the CBA, the Parties agree that the Memorabilia Signing Guidelines as set out in Annexure A will apply to all Players regarding the signing of Product.

Schedule 8 – Broadcaster Access Policy

Cooperation with accredited football media is essential to the financial sustainability of our game, the continuing popularity of our game and Players, Clubs and coaches. The media rights granted with respect to Matches (audio-visual, radio and digital) are significant contracts which, via AFL's annual dividend, provide a substantial financial benefit to each Club.

Cooperation by Coaches, Players and officials with AFL's broadcast rightsholders is therefore essential and in the best interests of each of the competitions conducted by AFL.

From the commencement of the 2024 AFL and AFLW seasons the following arrangements will apply:

1. Match Day AFL Broadcaster and Accredited Media Access

1.1 Pre-Match Access

- (a) For each Match forming part of the Match Simulations, the Pre-Season Competition, Practice Matches, Premiership Season and the Finals Series, the broadcaster of the relevant Match (either or both the Seven Network or Foxtel) (**AFL Broadcaster**) will be granted access to Players and Coaches employed by the Clubs involved in the relevant match. AFL Broadcasters have permission to enter the team warm-up areas for the purposes of obtaining vision for match-day broadcast. This must be done from locations agreed between the relevant Club and the AFL Broadcaster.
- (b) All named Players must be available to the AFL Broadcaster from 90 minutes prior to bounce upon request from the AFL Broadcaster to the designated Club media staff contact. Match-day AFL Broadcaster requests must be confirmed and finalised with both competing Clubs by the end of the business day prior to the Match.
- (c) The General Manager of Football (or equivalent) from both competing teams in the Match must be available to the AFL Broadcaster and accredited media once teams have been finalised. The home team General Manager of Football (or equivalent) must be available from 60 minutes prior to the bounce. The away team General Manager of Football (or equivalent) must be available from 50 minutes prior to the bounce. This must be done from locations agreed between the relevant Club and the AFL Broadcaster.
- (d) The Coach from both competing teams in the Match must be available to give a briefing to the AFL "host" Broadcaster before the Match, at a location agreed between the relevant Club and the AFL Broadcast by no later than one business day prior to the Match.

1.2 In-Match Access

- (a) Senior coaches from both competing teams must be available to AFL Broadcaster at half-time inside or adjacent to the team rooms. The home team Senior Coach must be available on-field to the AFL "host" Broadcaster at quarter time, and on-field to the AFL "ancillary" Broadcaster at three-quarter time, and the away team Senior Coach must be available on-field to the AFL "ancillary" Broadcaster at quarter time, and on-field to AFL "host" broadcaster at three-quarter time.

- (b) All Club coaching staff and Players from both competing teams are required to be available to the AFL Broadcaster in-Match, including breaks, upon request from the AFL Broadcaster via Club media staff.
- (c) AFL Broadcasters are to be given access on-field pre-Match, at breaks and on completion of the Match for the purposes of conducting interviews with Players and/or Club personnel.
- (d) It is acknowledged that AFL Broadcaster cameras may enter the field of play post-goal strictly in accordance with requirements imposed by the AFL.
- (e) Match-day AFL Broadcaster requirements must be confirmed and finalised with both competing Clubs with as much notice as possible and practical, and in any event by no later than the end of the business day prior to the Match.

1.3 Injury and Unavailability Updates

- (a) It is a Club's responsibility to ensure they have a process in place whereby relevant information in respect of Player injury and/or unavailability, when requested by an AFL Broadcaster, can be sought and delivered in a timely manner facilitated by the Club's designated On-field Broadcast Coordinator (or equivalent), Club General Manager of Football (or equivalent) or Senior Coach.
- (b) Where reasonably possible without interrupting any required injury medical treatment or management procedures, Match-day injury or unavailability updates must be provided to the AFL Broadcaster within 15 minutes of the Player leaving the field providing information specific to the Player's status (e.g. fit to play, still under assessment or ruled out if injured, or any unavailability more generally e.g. personal matter), the laterality (if applicable e.g. left or right) and the affected body part (if applicable e.g. hamstring, shoulder, etc), accurate, and updated as warranted, including any changes in the Player's status for the rest of the Match if it changes from the initial report.
- (c) Notwithstanding items 1.3(a) or 1.3(b), a Club will not be required to disclose any information to an AFL Broadcaster about an unavailable Player where, due to the nature of that Player's injury or unavailability (as applicable), disclosure of information would be detrimental to the health and safety of that Player, or intrude on a Player's privacy or right to confidentiality in medical management or treatment of that injury or unavailability (as applicable).

1.4 Post-Match Access – On-Field

- (a) At the conclusion of the Match, AFL Broadcasters may enter the field of play for Player interviews. AFL Broadcasters have exclusive access to Players for on-ground interviews. The Club's designated On-field Broadcast Coordinator (or equivalent) will be required to assist in delivering Players to the AFL Broadcasters in a timely manner if needed. The AFL "host" Broadcaster will still have first call on Players, and the AFL "ancillary" Broadcaster will still have second call on Players, once they enter the warm down area and post-Match general media availability has commenced.
- (b) With the exception of AFL Broadcasters, unless notified by AFL, there will be no access for accredited media to the field following the conclusion of the Match for the purpose of post-Match on-field Player interviews.

1.5 Post-Match Access – General

- (a) From 20 minutes after the completion of the Match, the home and away team warm-down areas will be opened to all accredited media with immediate access to all Players for a period of no less than 20 minutes. This 20 minute media availability period for the Players (including substitutes) in the warm-down area must be provided by both teams.
- (b) This media availability period is provided for radio broadcasters and accredited media access and is separate to the needs of AFL Broadcaster requirements. Players required by AFL Broadcasters post-Match must also be available to radio and accredited media during this availability period. AFL Broadcaster requirements may extend beyond the allotted 20 minute post-Match general media availability period. The AFL “host” Broadcaster has first call on any Players in the warm down area, the AFL “ancillary” Broadcasters will have second call, and all radio and accredited media must wait until the AFL Broadcasters have commenced their interviews before they can begin their own interviews.
- (c) Subject to item 1.5(d), Players injured in-Match, unless seriously injured or physically incapable of undertaking their media obligations, must still be made available to accredited media in this 20 minute media availability period.
- (d) Players who are:
 - (i) determined to be subject to AFL’s concussion protocols by the Club Doctor (or are experiencing concussion-like symptoms and are subject to further medical assessment in connection with AFL concussion protocols); or
 - (ii) otherwise require or are receiving ongoing medical assessment or treatment in connection with an injury,

are exempt from any post-Match media availability until cleared to do so by the Club Doctor. For the avoidance of doubt, a Player will not be required to participate in post-Match media if it would be detrimental to the health and safety of that Player, or intrude on a Player’s privacy or right to confidentiality in medical management or treatment of an injury.

- (e) Each Club must provide each AFL Broadcaster with a guaranteed hosting position in the rooms pre-Match and post-Match (regardless of result).
- (f) A Club media representative should be stationed in the room to ensure orderly post-Match access for accredited media. At the end of the 20 minute period, the Club media representative should announce that the general accredited media access has concluded. A Club media representative must be in the room until all accredited media.

1.6 Post-Match Access – Press Conference

- (a) Each Club must ensure that their Senior Coach is available in the designated post-Match press conference room at the relevant time.
- (b) Senior Coach post-Match press conferences will commence at 20 minutes and 40 minutes post-Match respectively. Subject to this item 1.6, the post-Match press conference with the Senior Coach who is travelling will occur 20 minutes after the final siren. If neither team is travelling, the post-Match press conference with the winning team Senior Coach will occur 20 minutes after the final siren.

- (c) In the event both teams are travelling interstate home, post-Match press conference arrangements will be confirmed by AFL Media Department in collaboration with each competing team in the week leading up to each such Match.
- (d) Clubs otherwise have the ability to request to pre-determine the order in which team's Senior Coaches speak with media post-Match, or to conduct post-Match press conferences earlier than 20 minutes after the final siren, but this must be communicated to AFL for approval and then confirmed with the AFL "host" Broadcaster of that match by no later than one business day prior to the Match.

1.7 General Access Requirements

- (a) Clubs acknowledge that AFL Broadcasters have priority access (as against all other audio-visual operators – including Club-commissioned or Club-audio visual operators) to the Player dressing rooms and all other parts of an AFL and AFLW Venue on Match days from the period commencing 120 minutes prior to the commencement of the Match and concluding 30 minutes after the final siren. AFL Broadcasters will not unreasonably intrude on Players' privacy while accessing areas of an AFL or AFLW Venue.
- (b) No Club may make or authorise the making of any audio-visual recording during this period, whether in or outside the change rooms, in the race, in the coaches box, on the ground or anywhere else in the venue without obtaining the prior written consent of the relevant AFL Broadcaster and AFL.
- (c) For the avoidance of doubt:
 - (i) The restrictions on audio visual recordings set out above extend to use in all forms of media, including without limitation use or publication on official Club websites, on social media platforms, at Club functions, in DVDs or other fixed media; and
 - (ii) nothing in this policy restricts authorised representatives of official Club or AFL websites from making audio visual recordings of:
 - (A) post-match press conferences; or
 - (B) Player and Coach interviews outside the designated exclusive match day window above.
- (d) Individual match day access requirements by role are set out below:

Players

Players must be available to the AFL Broadcasters and accredited media on every Match day including pre-Match, in-Match and post-Match in accordance with this item 1. Any requested exemption to this availability must be approved by AFL by no later than one business day prior to the applicable Match, or where AFL considers (acting reasonably) that exceptional circumstances arising from the Match day necessitate such unavailability.

Club On-Field Broadcast Coordinator

Each Club must ensure for all Matches that they make available an On-Field Broadcast Coordinator (or equivalent) whose function is to be the contact for all AFL Broadcaster and accredited media queries regarding team information on Match-day.

During the Match, the On-Field Broadcast Coordinator must be located on the bench during play and with the team at breaks with direct communication (radio and telephone) to the AFL Broadcasters.

Clubs acknowledge that requests for information can be made directly from the AFL Broadcasters to the On-Field Broadcast Coordinator for access to Club coaching staff which the On-Field Broadcast Coordinator will use their best endeavours to execute. Each Club must ensure they have a process in place whereby relevant information, when reasonably requested by the AFL Broadcasters, can be sought and made available to the AFL Broadcasters by the On-Field Broadcast Coordinator as soon as reasonably possible.

General Manager – Football (or Equivalent)

Each Club must ensure for all Matches that a General Manager – Football (or equivalent) is available to the AFL Broadcasters and accredited media at the time of final team submissions prior to the bounce for each Match in accordance with item 1.1. The Club's General Manager – Football must be available where reasonably required by AFL Broadcasters for any ad-hoc updates (e.g. injury update if the affected Player is unable to speak).

Senior Coach

Senior Coaches must be available for the pre-Match briefing to the AFL "host" Broadcaster in accordance with item 1.1, in-Match to each AFL Broadcaster in accordance with item 1.2 and to all accredited media post-Match via the post-Match press conference in accordance with item 1.6. Any further availability of the Senior Coach to AFL Broadcasters or accredited media on Match day is at the Club's discretion.

Other

AFL Broadcasters may, by no later than midday on the business day prior to the relevant Match, request the following details from Clubs in respect of particular Players:

- (a) family members or significant supporters of the Players attending the Match, including with details on where they are sitting to allow the AFL Broadcasters to film and/or interview during the Match;
- (b) AFL or AFLW players or staff attending the Match, including in the crowd or in the coaches' box or on the bench;
- (c) any high-profile fans they are aware are attending the Match and use best endeavours to help facilitate an interview with AFL Broadcasters; and
- (d) any significant Club moments relevant to the Match or the Club generally in the week of the Match to potentially reference in broadcast.

Where a request from an AFL Broadcaster is received, Clubs will in good faith consider that request in consultation with relevant Players, and where reasonable to do so (and provided that a Club may decline such a request due to Player privacy or safety considerations) provide the above information by no later than midday on the business day prior to the relevant Match. For the avoidance of doubt, there is no requirement on Players to provide this information to a Club, and if a Player requests that this information not be provided to AFL Broadcasters, the Club must not provide it. A Club must not provide such information to AFL Broadcasters without first securing Player approval.

2. Non-Match Day Media Access

2.1 AFL Broadcaster Access

From one week prior to the commencement of the AFL Pre-Season Competition or Practice Matches (whichever is the earlier) through to the week following the AFL Grand Final, AFL Broadcasters will each have the opportunity to access up to two Players per Club, to be used in the broadcast of the relevant Match, news services and magazine-style programming (including football analysis shows) by the AFL Broadcasters only in accordance with this policy. These interviews will be arranged between the AFL Broadcasters and the Club at an agreed time, with a duration of no longer than 60 minutes per Player.

2.2 Player Commitments

- (a) Unless otherwise agreed between the Player, Club and the relevant AFL Broadcaster, the maximum number of midweek interviews which:
 - (i) an AFL Player may be required to perform under item 2.1 in the course of the season will be ten (10), being five (5) per AFL Broadcaster, or up to twelve (12) if a player is participating in the AFL Finals Series; and
 - (ii) an AFLW Player may be required to perform under item 2.1 in the course of the season will be six (6), being three (3) per AFL Broadcaster, or up to eight (8) if a Player is participating in the AFLW Finals Series.
- (b) Player midweek interviews under item 2 of this Policy will be scheduled at times mutually agreed between AFL Broadcasters and Club media managers (on behalf of Players). In respect of AFL Players, interviews will not be scheduled during AFL Player days-off or half-days off. In respect of AFLW Players, interviews will be attributed towards the Other AFLW Player Commitments component of an AFLW Player's total weekly Committed Hours as set out in Schedule 4 of this Agreement. Clubs will otherwise align interviews with Club training commitments where it is reasonably practicable to do so.
- (c) A Player's requirement to be available to meet with an AFL Broadcaster for a mid-week interview will override any pre-existing arrangements with individual media outlets.
- (d) For the purposes of this item 2.2, Clubs will, so far as reasonably practicable, ensure that interview commitments are shared by Players on an equitable basis across an AFL or AFLW Season (as applicable), such that individual Players are not required to attend an unreasonable number of interviews with AFL Broadcasters where other Players are available, unless that Player otherwise agrees.
- (e) Notwithstanding the above limits, Players may agree to participate in more midweek interviews requested by AFL Broadcasters, where the Player decides to do the interview because of the potential benefit to themselves, their Club, other Players or the promotion of the Match in general.

2.3 Conditions of the Policy

In giving effect to the Policy, the following conditions will apply to Players:

- (a) once a Player has performed 2 non-match day interviews under item 2.1 of this policy, provided the total duration of those interviews is at least 90 minutes, the Player will be given credit for one half day AFL Player appearance (in respect of AFL Players) or the equivalent of a 2 hour AFLW Player appearance (in respect of AFLW Players) that they are obliged to perform each year pursuant to item 1 of Schedule 6 of this Agreement.
- (b) For the avoidance of doubt, any Match day interviews conducted by a Player will not count towards a Player appearance they are obliged to perform each year pursuant to item 1 of Schedule 6 of this Agreement; and
- (c) a Player must be given at least 24 hours notice of a request to provide an interview in accordance with item 2.1 of this Policy, unless exceptional circumstances apply, such as a contract re-signing or any other significant event, as determined by AFL (acting reasonably).

2.4 Exceptional Circumstances Exemption

- (a) The application of this Policy will take into consideration that exceptional circumstances may exist where a Player will not be able to fulfil a midweek interview request from the AFL Broadcaster.
- (b) A Club on behalf of a Player may apply to AFL (via a nominated AFL Broadcast Department representative) for consideration by AFL to waive their obligation to fulfil a midweek interview request. In making its decision AFL will give consideration to the following exceptional circumstances:
 - (i) where a Player is enduring exceptional personal circumstances at the time (i.e. due to illness, serious injury, bereavement or mental health/wellbeing or safety concerns); and
 - (ii) other matters deemed relevant by AFL, in consultation with AFLPA.

2.5 Coach Commitments

- (a) Unless otherwise agreed between the Coach, Club and the relevant AFL Broadcaster, the maximum number of midweek interviews which a coach may be required to perform under item 2.1 in the course of the applicable season will be:
 - (i) in respect of a men's team Coach, up to ten, being five per AFL Broadcaster, or up to twelve if their Club is participating in the AFL Finals Series; and
 - (ii) in respect of a women's team Coach, up to six, being three per AFL Broadcaster, or up to eight if their Club is participating in the AFLW Finals Series.
- (b) The scheduling of Coach midweek interviews under this Policy will be made by mutual agreement between AFL Broadcasters and Club media managers (on behalf of coaches).

2.6 General Media Access

- (a) From one week prior to the commencement of the AFL Pre-Season Competition or Practice Matches (whichever is the earlier) through to the week following each Club's conclusion to their respective season, each Club will make available:

- (i) its playing group, including substitutes, from the previous round to accredited media for a minimum of 45 minutes within 2 days (extended by 1 day in the event of a Player or football department day off) of the conclusion of the Match; and
 - (ii) no less than two training sessions during each week for accredited media to capture vision for a minimum of 20 minutes.
- (b) Clubs will align scheduling of media appearances with Player training commitments where it is reasonably practicable to do so. In the case of AFLW Players, this media availability will form part of a Club's weekly schedule and be attributed towards the Other AFLW Player Commitments component of an AFLW Player's total weekly Committed Hours as set out in Schedule 4 of this Agreement. Players who are unable to attend Club training commitments due to injury or illness will not be required to be available to accredited media with under this item 2.6.
- (c) Clubs must ensure the location of their weekly media availability can proceed irrespective of all-weather conditions or take appropriate measures to ensure the media availability period can be completed.
- (d) At least once during pre-season, mid-season, a senior representative of the Club, being the President, CEO or General Manager – Football (or equivalent) must be available to accredited media to provide a Club related update.
- (e) In addition to match day availability in accordance with item 1 and mid-week interview commitments with AFL Broadcasters Senior Coaches must be available to accredited media mid-week on at least one occasion per week.

2.7 Injury Updates

- (a) Clubs must ensure that all medical information issued to the media is credible, responsible, and specific in terms that are meaningful to teams, media, and fans. This includes the information in the weekly injury reports and information on injuries announced to the media during Matches.
- (b) From one week prior to the commencement of the applicable AFL or AFLW Season, through to the week following each Club's conclusion to their respective season, each Club must release an official injury list, with names, details of the injury and a Player's expected return to play dates or round by no later than Tuesday 5.00pm AEST.
- (c) Without limiting the obligation set out at item 2.7(a), Clubs are expected to update accredited media on significant injuries that occur as soon as reasonably practicable to do so, including where such injuries are incurred outside the AFL or AFLW Season.
- (d) Club management, in consultation with its medical staff, is responsible for the accuracy and appropriateness of medical information distributed.
- (e) Where a Player on a Club's AFL or AFLW Inactive List (as applicable) have a Match day role for a Club, such Players must also be available to AFL Broadcasters (including from the bench if located there during the Match).

2.8 Pre-Season

- (a) Each Club is required to hold at least one team meeting during the pre-season on broadcast, media and public/community relations. Players, coaches, the Club's General Manager – Football (or equivalent) and media and communications (or equivalent) team must attend, and invite representatives of the AFL Broadcasters.
- (b) In addition, each Club is required to conduct a media training session each year prior to the start of the regular season for all Players and Coaches. This can be done in one session or in separate sessions at the Club's option.
- (c) Each Club must complete and return:
 - (i) in respect of the AFL Season, by the first Friday in February; and
 - (ii) in respect of AFLW Season, by no later than 30 days prior to season commencement,

a form provided by AFL on the Club's media access plan for the coming season, including details on weekly media availability details and training access for the media, specific details on how a Club will fulfil the weekly mandatory coordinator access requirements, and related matters.

2.9 Post-Season

At a minimum, every Club is required to hold separate press conferences for accredited media during the week immediately following the end of its season with each of its General Manager – Football (or equivalent) and CEO.

2.10 Trade Period

- (a) At a minimum, every Club is required to hold a press conference for accredited media at the beginning and end of any player movement period with its Head of Recruiting, List Manager and/or its General Manager – Football (or equivalent).
- (b) The obligations set out in this item 2.10 are in addition to any media access requirements of the AFL Broadcaster(s) in respect of any player movement period, as communicated by AFL from time to time.

2.11 General

- (a) Nothing in this Policy limits or replaces the normal media commitments required of AFL Players and coaches, or normal access/interview arrangements with AFL Broadcasters.
- (b) AFL Players and Coaches must only appear on or in any other non-AFL Broadcaster media provided that they ensure that any AFL Broadcaster request is to be prioritised over any such other media organisation request, cannot suggest any association between that media organisation and AFL or the respective Club (unless one exists), and cannot utilise any AFL Intellectual Property unless they are an AFL Broadcaster.

3. Sanctions

- (a) AFL will be monitoring compliance with this Policy on a weekly basis and will conduct a compliance audit in respect of this Policy at the conclusion of the applicable season.
- (b) Sanctions in respect of failure to comply with the provisions outlined in this Policy will be:
 - (i) 10 penalty Units for Players; and
 - (ii) 20 penalty Units for Clubs.

Schedule 9 – AFLW Pregnancy and Parental Management Travel Policy

Objectives

AFL respects the rights of AFLW Players who are pregnant, breastfeeding or the carer of a child to participate in the AFLW Competition, and is committed to providing supports to assist them do so.

AFL and Clubs prohibit any actions that may amount to discrimination against an AFLW Player because of the AFLW Player's pregnancy, breastfeeding or status as the carer of a child.

The purpose of this Policy is:

1. To set guidelines for AFLW Players' continued participation in the AFLW Competition during pregnancy.
2. To provide, so far as possible, a safe and inclusive environment for all participants, where all AFLW Players can participate in the AFLW Competition at the highest level.
3. To provide guidelines for AFLW Players, Clubs and AFL personnel in relation to support available to an AFLW Player who is pregnant, breastfeeding or the carer of a child.

Pregnancy

1. AFL respects and supports the rights of pregnant AFLW Players who, in consultation with medical professionals, elect to continue to participate in the AFLW Competition, provided that at all times the health and wellbeing of the AFLW Player and their unborn child is paramount.
2. All AFLW Players agree that, as soon as possible after becoming aware that they are pregnant, and on an ongoing basis throughout their pregnancy, they will obtain, and disclose to the Club Doctor, regular medical advice which reasonably satisfies the AFLW Player and the Club Doctor in relation to:
 - a) the risks associated with participating in the AFLW Competition and associated training and events while pregnant;
 - b) taking into account their individual circumstances, whether it is safe for them to continue participating in the AFLW Competition and associated training and events; and
 - c) whether their training and performance program should be reviewed or modified.

All AFLW Players also agree that, if they elect to continue to participate in the AFLW Competition, they will be required to sign an acknowledgement of risk document, in a form to be agreed by AFL and AFLPA, by which they acknowledge any applicable risks of training and playing while pregnant.

3. No information, other than whether the AFLW Player is fit to play and train, will be disclosed to the Club by the Club Doctor during the AFLW Player's first trimester without the AFLW Player's express consent. After the end of their first trimester, the Club Doctor may provide all relevant information to Club and AFL personnel on a 'need to know' basis as required. This information will otherwise be kept confidential unless the express consent of the

AFLW Player is provided. Any announcements regarding the AFLW Player's pregnancy will only be made in consultation with the AFLW Player.

4. If the Club or AFL is not reasonably satisfied that it has sufficient medical advice in accordance with item 2 of this section of this Policy, the Club or AFL will consult with the AFLW Player and may request that the AFLW Player agrees to participate in an independent medical examination and opinion conducted by a medical specialist (obstetrician/gynaecologist) in relation to the risks associated with the AFLW Player's continued participation in the AFLW Competition. This independent medical examination will seek independent advice regarding the matters outlined in item 2 of this section.
5. An AFLW Player who elects to continue playing or participating in full training during their pregnancy is expected to maintain appropriate fitness and performance levels.
6. From the point at which an AFLW Player stops playing or otherwise participating in full training, the AFLW Player may undertake modified duties with the Club (or AFL) as approved by the Club Doctor and agreed to by the AFLW Player.

Parental Leave and Return to Play

1. An AFLW Player will be entitled to 12 months' paid parental leave commencing from six (6) weeks prior to the expected date of birth of the child (unless the Club and the AFLW Player agree to an earlier commencement date, or a later commencement date (subject always to the approval of the Club Doctor)) (**Parental Leave Period**). For the avoidance of doubt, if an AFLW Player and Club Doctor agree to a modified training program or that the Players should cease training and playing at any stage during their pregnancy, the Parental Leave Period will still commence six (6) weeks prior to the expected date of birth of the child.
2. The Club will not be permitted to contact the AFLW Player in connection with any obligations under their Standard Playing Contract for the first six (6) months of their Parental Leave Period.
3. The Club will be permitted to contact the AFLW Player during the second six (6) months of their Parental Leave Period on the same basis as the Club would be permitted to contact the AFLW Player during Leave, including that the Club can provide voluntary training guidelines to the Player provided that those training guidelines are approved by the Club Doctor (rather than the AFL and the AFLPA).
4. If an AFLW Player requests the Club in writing, the Club may have contact with the AFLW Player in connection with any obligations under their Standard Playing Contract during their Parental Leave Period in addition to the restrictions set out in items 2 and 3 of this section (e.g. if requested by the AFLW Player, the Club may monitor the AFLW Player during part of the Parental Leave Period, subject to the approval of the Club Doctor; e.g. if requested by the AFLW Player, the Club may provide voluntary training guidelines during the first six (6) months of the Parental Leave Period).
5. An AFLW Player may make Voluntary Use of the Club Facilities during their Parental Leave Period subject to reasonable facility availability.
6. The AFLW Player may choose to return to training and playing prior to the end of their Parental Leave Period, subject to the approval of the Club Doctor.

List Management

1. A pregnant AFLW Player will be moved to the AFLW Inactive List from the point at which the AFLW Player stops playing or otherwise participating in the Club's football program.
2. A Club may apply to AFL to move an AFLW Player from the AFLW Inactive List onto the Club's AFLW List where the AFLW Player was made inactive due to pregnancy and has subsequently been assessed as medically fit to participate in AFLW Matches by the Club Doctor.
3. Where AFL approves such an application, and the relevant Club has contractually committed to a full AFLW List for the upcoming or current Season (as applicable), the Club will be allowed one additional AFLW List position on their AFLW List, to accommodate an AFLW Player returning from pregnancy, until the end of that Season.
4. AFL may reject an application to move an AFLW Player from the AFLW Inactive List to the AFLW List if:
 - a) the Club Doctor or AFL Medical Officer has not assessed the AFLW Player as medically fit to participate in AFLW Matches;
 - b) in the reasonable opinion of AFL, the Club was aware that the AFLW Player would return in sufficient time to prepare for the upcoming Season prior to contractually committing to a full AFLW List for the upcoming Season; or
 - c) any other reason relating to Player health and safety or competition integrity (acting reasonably).
5. AFL will not otherwise withhold approval of such an application for reasons other than those set out at item 4 of this section.
6. Clubs must otherwise comply with the list management rules set out in the AFLW Rules with respect to AFLW Players returning from pregnancy.

Parental Management and Travel

1. AFL and the Clubs are committed to providing a supportive environment for AFLW Players who are carers of infants (meaning a child up to 12 months old or any older child who is being breastfed by the Player), including those AFLW Players who are breastfeeding an infant.
2. AFL and the Clubs will take reasonable steps to ensure that there are suitable facilities available at the Club premises to allow AFLW Players with an infant to breastfeed or express breast milk.
3. Any AFLW Player who has the primary responsibility for the care of a child (meaning a child up to 3 years old) may travel with the child when required to travel interstate for an AFLW Match in which they have been selected to play, provided a support person is present to supervise and care for the child.
4. The Club will pay for the reasonable flight, accommodation, and transfer costs for the AFLW Player's support person and child to travel with them, provided the flights and accommodation are organised through AFL's travel agency or travel costs are approved in advance by the Club. The AFLW Player is required to cover all other associated costs.

5. Where possible, the Club will endeavour to arrange for the support person and the child to travel on the same flight and stay in the same accommodation as the AFLW Player (noting that AFL and Clubs have access to a predetermined and limited allocation of flights and rooms per Season).
6. The support person and the child may, with the prior approval of Club management, be able to attend particular Club or team activities including training, meetings or meals.
7. The AFLW Player may elect to stay in the same room as their support person and child or to sleep in the standard team accommodation.
8. The AFLW Player agrees to notify the Club at least one (1) week in advance if travel is required for a child and a support person.
9. The AFLW Player will ensure that they are able to attend all Club commitments while travelling with a support person and child and otherwise perform their obligations in accordance with their Standard Playing Contract.

Medical Support

1. The AFL healthcare team will provide the AFLW playing group with access to educational opportunities and resources relating to key topics including, female athlete performance and health, as well as pregnancy and participation in sport. The AFL healthcare team will provide updates to AFLPA with respect to the educational opportunities and resources that it intends to make available to the AFLW playing group, which must at least include a pre-AFLW Season commencement and post-AFLW Season conclusion update.
2. The AFL healthcare team, where requested and where it has the necessary knowledge or specialist expertise, may provide recommendations to Club Doctors in respect of specialists in women's health to support AFLW Players who are continuing to train and play during their first trimester, and returning to training and playing post-pregnancy.
3. AFL will consider any opportunities identified by AFLPA in respect of additional training or content that AFLPA considers would further support AFLW Players' education in relation to pregnancy and participation in the AFLW Competition.
4. AFLW Players requiring specialist medical treatment to support continuation of their training and/or playing during pregnancy, or return to training and playing following pregnancy, will be eligible for Club payment of Excess Medical Costs associated with such treatment up to \$1,000 in accordance with item 9.4 of Schedule 4 (i.e. the AFLW Player must have complied with the obligations as set out in this item with respect to such medical treatment as would apply for a Football Injury).

Payment and Contracting

1. An AFLW Player will continue to receive full payment in accordance with the terms of their Standard Playing Contract and this Agreement for the duration of their pregnancy and Parental Leave Period provided the Player is not otherwise in breach of their Standard Playing Contract.
2. An AFLW Player and Club may agree to extend the Player's Standard Playing Contract during the Parental Leave Period.
3. Where an AFLW Player's Standard Playing Contract expires during the Parental Leave Period:

- a) if the Player does not sign a new Standard Playing Contract – their existing Standard Playing Contract will be taken to be extended for the duration of their Parental Leave Period and the Player will be paid at the same rate as they were being paid immediately prior to the extension for the duration of the extension.
 - b) if the Player signs a new Standard Playing Contract – the Player will continue to be paid for the duration of the Parental Leave Period at the same rate as they were being paid at the time they commenced the Parental Leave Period, and the payments under the new Standard Playing Contract will take effect following the Parental Leave Period. For example, if a Player on a Tier 3 contract commences parental leave in September and then signs a Tier 4 contract for the following year, the Player will be paid at the Tier 3 rate for the whole of their Parental Leave Period (12 months from September) and then at the Tier 4 rate for the remaining months of their Standard Playing Contract.
4. At the conclusion of the Parental Leave Period, the AFLW Player will be required to fully comply with their obligations under their Standard Playing Contract and this Agreement for the remainder of the term of their Standard Playing Contract.

Annexure A – Memorabilia Signing Guidelines

AFLPA/AFL PLAYER SIGNING GUIDELINES

Players are asked to sign product at training, in airports, in their Club, by family and friends and for the AFL Licensing Program.

The commercial value in a Player's signature is based on a balance between supply and demand, so supply needs to be controlled.

The intent of these Memorabilia Signing Guidelines is not to alienate the true football supporter looking to engage with their favourite Players, nor to restrict the Players' ability to personalise products during appearances or Club family days.

They are designed to protect the commercial value in the Players' signatures, to support the commercial terms within the CBA and to restrict the ability of third parties to profit from the goodwill of Players and their Clubs and to protect the consumer from being sold items that may not be authentic Player signed.

Capitalised terms used in these Guidelines that are not otherwise defined herein have the meaning given in the Collective Bargaining Agreement between AFL and AFLPA (**CBA**).

1. Guiding Principles

- (a) Autograph requirements/requests fall into four basic categories:
 - (i) The Fan – At training, airports, social settings;
 - (ii) The Club – For marketing, charity and family day needs;
 - (iii) The Players – To satisfy personal charity and community needs; and
 - (iv) The AFL Licensing Program – For commercial sale.
- (b) AFL and AFLPA have entered into a shared intellectual property/revenue agreement within the CBA that benefits and binds all Players and Clubs to these Memorabilia Signing Guidelines.
- (c) The Players are subject to sanctions if these Guidelines are breached.
- (d) The Clubs are subject to sanctions if these Guidelines are breached.
- (e) AFL Licensees are subject to sanctions within their licensing agreements for any breach to these Guidelines.
- (f) Clubs are working to reduce the amount of product signed for marketing and charity purposes, most are now choosing to use sublimated jumpers with printed names and signatures as an alternative, which are not considered memorabilia and do not require certification.
- (g) Each Club Commercial Operations or Consumer Manager should appoint an Autograph Manager and a Player Representative within the Club to be responsible for all aspects of the Memorabilia Signing Guidelines.

- (h) These Guidelines apply to AFL and/or Club apparel (including guernseys, t-shirts, singlets, shorts, caps), footballs, framed photographs, prints and other team/player based products that use AFL/Club intellectual property.

2. Signature Differentiation/Definitions

To protect the equity in their signature and to manage over-supply, it is recommended that Players develop different signatures for different market applications.

2.1 Fan Autograph

The Fan Autograph should be the Player's first initial and surname with playing number. Where possible the product should be personalised.



2.2 Player Signature

The Player Signature should be for commercial use. The signature should be the Player's full first name, surname and playing number.



3. Fan Autograph

The Fan Autograph should be used for the following:

3.1 The Club

- (a) No payment to Players.
- (b) For marketing, charity, family day/fan signing purposes.

3.2 The Fan

- (a) No payment to Players.
- (b) For marketing, charity, family day/fan signing purposes.

3.3 The Player

- (a) No payment to Players.
- (b) For personal use, charities, schools or at appearances.

4. Player Signature

The Player Signature should be reserved solely for the AFL Licensing Program. The Player is paid for signature.

5. Categories of Club Memorabilia – Fan Autograph

5.1 Corporate Items

- (a) For sponsors/promotional purposes.
- (b) The signing sessions will be supported by consent forms and the product will include an AFLPA corporate certificate.
- (c) This includes signed memorabilia provided at no cost to Club sponsors, supporters, or otherwise used to promote the Club and or its commercial partners. For instance, an item given to the Director of Toyota in recognition of the sponsorship or a prize awarded in a consumer promotion.
- (d) Players collectively, or as part of the leadership group may be required to sign up to 300 items in 2023 and beyond.
- (e) Players do not receive any payment for these items.
- (f) It is the Club's responsibility to ensure all departments are aware of this requirement.
- (g) These items cannot be sold at retail.
- (h) Fan Autograph used.

5.2 Charity Items

- (a) Donated to charity / community groups.
- (b) The signing sessions will be supported by consent forms and the product will include an AFLPA charity certificate. These products are also made available to Players for their charity needs.
- (c) This includes signed memorabilia donated by the Club to charities, schools, local clubs, and/or other such not for profit organisations for no fee. For instance, an item donated, at no cost, to a charity for a raffle.
- (d) Players collectively may be required to sign up to 500 items in 2023 and beyond.
- (e) Players don't receive any payment for these items.
- (f) These items cannot be sold at retail.
- (g) Fan Autograph used.

6. Categories of Player Memorabilia – Fan Autograph

6.1 Team-Signed Products

When Players are requested directly to secure team-signed products:

- (a) Players must contact the Club Autograph Manager and arrange to obtain a Club product that has been signed and authenticated, or sublimated as part of the Club Charity allocation;
- (b) the Player should expect to pay the cost price of the item from the Club, that being the cost of the actual jumper, ball or other match day uniform item;
- (c) Players will be restricted to 10 such items per season, or while stock lasts; and
- (d) Players must only use their Fan Autograph on the product.

Example of Team-Signed Product:



6.2 Personal Items

When Players are supplied with jumpers or personal items to be signed by the team for charity, an example being a pink branded football supplied to raise money for breast cancer:

- (a) the Player is to deposit the item with the Club Autograph Manager who will arrange monthly signing sessions with the Club Leadership Group for these items and where possible they should be personalised to the charity;
- (b) Players will be restricted to 10 such items per season; and
- (c) Players must only use their Fan Autograph on the product.

Example of Personal Charity Product:**6.3 Appearances**

When Players appear at events, family days, or corporate functions and are asked to sign product:

- (a) Players should attempt to personalise the signed item; and
- (b) Players must only use their Fan Autograph on the product.

7. Club Signing Sessions

As soon as possible after Club lists have been lodged and finalised each season, but no later than the second Monday of January in respect of AFL, or no later than the second Monday of June in respect of AFLW (or such other dates as agreed by AFL and the Club), each Club Leadership Group will meet with the Club's senior Commercial/Consumer Manager. The Club Autograph Manager needs to confirm the schedule of signing sessions to take place throughout the year, as follows:

- (a) At each signing session each Player may only sign for a period of no more than 2 hours at a time.
- (b) Proposed signing session schedule for the year must include:
 - (i) one signing session between New Year's Day and the start of the Season;
 - (ii) one signing session during the Premiership Season; and
 - (iii) a third if required for a special marketing initiative, if agreed by AFLPA/AFL.
- (c) All items for Club corporate and charity purposes must be signed during the scheduled signing sessions.
- (d) If a Player is unable to attend a scheduled signing session, they will be required to sign those items on an alternate date.

8. AFL Licensing Program

- (a) AFL Licensing Program includes signed memorabilia using Player Signature that is offered for sale by the Club or any other retail method other than through Club auctions.
- (b) Players will receive a minimum per item signing fee of:

- (i) \$5.00 per Player for items signed by more than 22 Players (or the equivalent number of AFLW Players who play for a team in a single Match); or less, or in kind, as negotiated and agreed by the playing group;
 - (ii) \$10.00 per Player for items signed by more than 4 and fewer than 22 Players (or the equivalent number of AFLW Players who play for a team in a single Match);
 - (iii) Where the product is signed by 4 or less Players, the signing fee will be negotiated with the individual players (minimum of \$10.00 per signature); and
 - (iv) Where the product is signed by a single Player the signing fee will be negotiated (minimum of \$20.00 per signature).
- (c) Players must use the Player Signature for all products signed for the AFL Licensing Program.

9. Club Auction Items

- (a) Players may be requested to sign match used Player or team based product that is taken to auction by the Clubs.
- (b) The product sold needs to be licensed and authenticated as per the process for the AFL Licensing Program.
- (c) The royalty rate will be 9% of the retail price secured at auction.
- (d) The signing fee paid to the Player will be based on a profit share with the Club after cost of goods and royalties are paid, as follows:
 - (i) 65% to the Club and 35% to the Player or Players on team based programs (e.g. Anzac Day Jumpers);
 - (ii) 65% to the Player and 35% to the Club on Player Milestone items or individual awards won during a major event like the Grand Final; or
 - (iii) a commercial fee negotiated by the Club and the relevant Players, which could be one of the completed products as in kind payment.
- (e) If the Club is donating its profit on the auction items to a charity, e.g. RSL for ANZAC Day, the relevant Players may be asked to do the same but are not obligated to donate their profit.

10. Premiership Team Arrangements

When the final four teams have been identified:

- (a) AFL, AFLPA, AFLPA delegate, Team Captain, Club Autograph Manager, Club Merchandise Manager and a representative from each of the relevant AFL Licensees will meet and discuss the product range, time commitments and financial modelling and the in kind product the Player will receive.
- (b) The AFLPA delegate and Club leadership group, in conjunction with the relevant AFL Licensee will then conduct a short information session with their playing group and coach. At this session, the Players must be informed that:

- (i) there is only one AFL Licensed Memorabilia program for Grand Final product;
- (ii) in line with the principles of the CBA and the AFL Commercial Operations Guidelines, the Players are only authorised to sign memorabilia intended for commercial sale that is official AFL memorabilia;
- (iii) the Players will be asked to sign a declaration at the signing session that they have not and will not sign any non-licensed memorabilia intended for commercial sale commemorating the Grand Final;
- (iv) once a winning team is identified, the Club Football Manager, Autograph Manager and AFLPA delegate will be asked to organise all premiership Players who participated in the Grand Final and Coach for a signing session to be held on the third or fourth day following AFL or AFLW Grand Final; and
- (v) the signing will take each player no more than 45 minutes.

11. Certification of Authenticity

- (a) Each memorabilia item to be signed by Players in accordance with these Guidelines will be accompanied by an AFLPA authenticity declaration form and signed in the presence of an AFLPA representative.
- (b) The form will identify the purpose of the signing session, AFL Licensing Program, Corporate, Charity, Player or Fan.
- (c) A Player must not sign any item that they believe is for the purpose of sale, via retail or auction if it is not accompanied by an AFLPA Declaration Form.

Example of AFLPA Declaration FormAFL Players' Association
Authenticated Declaration Form

PLAYER

Date	8 June, 2013
Memorabilia Program	Naitanuian Man Player Impact Jumper
Program Quantity	Naitanuian Man x 100 Player Impact Jumper x 60
Athlete	Nic Naitanui
Team representing	West Coast Eagles
Location	Parkview, St Kilda Road (4pm)
Licensee	ESP
Licensee Authenticator	Brooke Clarke
AFL Players' Association Authenticator	Heath Evans
Quantity Signed	Naitanuian Man x 100 Player Impact Jumper x 60
Spares Signed	

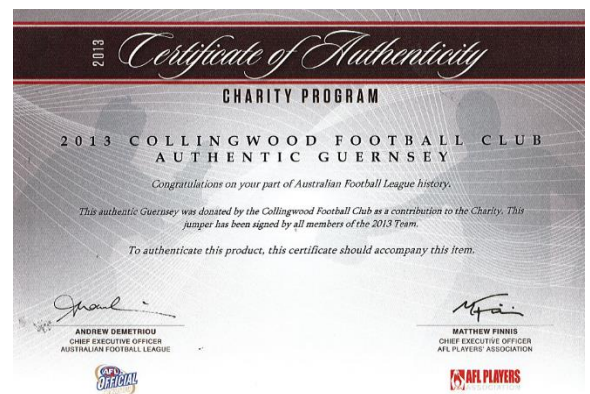
.....
Signature of Athlete – *Nic Naitanui*

.....
Signature of Licensee Authenticator – *Brooke Clarke*

.....
Signature of AFL Players' Association Authenticator – *Heath Evans*

- (d) AFL Clubs will be issued with the number of requested Charity and Corporate certificates as close to January 1 as possible for each individual Club, it will be AFL's and AFLPA's responsibility to contact each Club and arrange these at the start of each year.

Club Corporate and Charity Certificate of Authenticity:



12. Reporting and Payment

- (a) Each Club's Autograph Manager will record the type of product signed for corporate, charity and player needs and the volumes of each product and reconcile with the volume of certificates provided by the end of each Season. The report will be in the form determined by AFLPA and AFL.
- (b) AFL Licensee will negotiate with Players or their appointed managers, the signing fee in accordance with these Guidelines and make the signing fee payment to the Players' nominated accounts within 30 days of the month of securing the signatures.
- (c) In the case of team signed products, if the playing group negotiates a special fee and decides to have it paid as a lump sum amount to the team rather than via the individual Players, the invoice will be raised by AFLPA and compensation made to the playing group as agreed between the relevant Players and AFLPA.
- (d) Royalties on Player related products will be paid via the AFL Licensing Program and AFLPA will distribute to Players the amounts paid along with the Players' annual royalty payments received in accordance with the CBA.
- (e) The amounts paid to Players via the AFL Licensee or AFLPA in accordance with these Guidelines will not be included in a Club's Total Player Payments and will be in addition to payments otherwise required to be made to Players or AFLPA under the CBA or individual Standard Player Contracts.
- (f) Any Club intending to exceed the maximum number of items to be signed by Players in a particular category must receive AFLPA's written consent prior to doing so.

Annexure B – Minimum Medical Standards

1. AFL and AFLW Competitions

AFL acknowledges that the AFL and AFLW Competitions are physically and mentally demanding and the presence of high-quality medical staff is essential.

2. Club Doctors

2.1 Appointment

- (a) Each Club must appoint at least one doctor with general practice or otherwise suitable experience for each of its AFL football program and AFLW football program on hours appropriate to the program requirements (**Club Doctor**). For the avoidance of doubt:
 - (i) for the AFL football program – the Club Doctor is to be engaged on a full-time equivalent basis; and
 - (ii) for the AFLW football program – the Club Doctor is to be engaged on a part-time basis for hours equivalent to the AFLW High Performance Football Commitments (as defined in clause 1.1 of the CBA) and must attend all field sessions (other than low impact, non-contact training sessions).
- (b) Clubs will use their commercially reasonable endeavours to ensure their Club Doctor/s are Fellows of the Australasian College of Sport and Exercise Physicians (ACSEP), members of Sports Doctors Australia, registrars of the ACSEP (with appropriate supervision by a Fellow) or General Practitioners with appropriate expertise and experience.
- (c) Each Club Doctor must ensure that they are up-to-date with their emergency management training, including attendance at an Early Management of Severe Trauma Course with refresher training at a minimum biennial intervals. Each Club must submit to AFL a record of sessions attended by Club Doctors.

2.2 Medical Examination

- (a) Clubs will ensure that each Player at the Club is given a medical examination in accordance with the Minimum Medical Standards and any best practice standards or regulations to be agreed between AFL and AFLPA, including:
 - (i) prior to a Player's first AFL or AFLW Season with a Club, as may be applicable;
 - (ii) at the end of each AFL or AFLW Season, as may be applicable; and
 - (iii) upon a Player's retirement or delisting, in which case the medical examination should occur as soon as practicable.
- (b) Each Player agrees to and must attend such medical examination at a time and place advised by the Club with reasonable notice.
- (c) The medical examination and report must cover all relevant matters relating to a Player's medical history, including their medical condition and any further treatment and rehabilitation for any Football Injury identified.

- (d) The Club will provide a medical report to the Player within 4 weeks of the medical examination.
- (e) The Club will retain a copy of the medical report and otherwise comply with the provisions of clause 18 of the CBA and applicable privacy laws.
- (f) Clubs may request that a Player consents to attend a medical examination and/or provide a statement of their football medical history pursuant to clause 18.1(d) of the CBA for the purposes of determining the Player's fitness for recruiting.

2.3 Relationship between a Player, Club and Club Doctor

- (a) Club Doctors and Players are in a fiduciary relationship. Accordingly, Club Doctors must place a Player's interests before those of the Club, even where the Club pays for treatment. Doctors' duties, including the duty of patient-doctor confidentiality, are due to the Players.
- (b) Club Doctors may only disclose information to a Club or Club staff member that the Player has authorised the Club Doctor to disclose. This does not prevent a Club Doctor from advising a Club that a Player is unfit to play without providing the underlying reason. If a Club Doctor provides information to a Club, the Club Doctor must provide the same information to the Player.
- (c) If a Player who is fit to compete suffers from a condition that could be significantly aggravated by continued performance, the Club Doctor must advise the Player.

2.4 Treatments / No Needles

- (a) A Club Doctor should be aware of any treatment a Player is receiving in their Club and approve treatments as required by the AFL Anti-Doping Code.
- (b) Players must not receive injections other than by a Club Doctor or other medically qualified practitioner.

3. Club Physiotherapists

- (a) Each Club must appoint at least one registered physiotherapist for each of its AFL football program and AFLW football program on hours appropriate to the program requirements. For the avoidance of doubt:
 - (i) for the AFL football program – the physiotherapist(s) are to be engaged on a full-time equivalent basis; and
 - (ii) for the AFLW football program – the physiotherapist(s) are to be engaged on a part-time basis for hours equivalent to the AFLW High Performance Football Commitments (as defined in clause 1.1 of the CBA) and must attend all field sessions other than those where the Club Doctor has advised that there is no need for a physiotherapist to be present.

4. Club Trainers

Clubs will endeavour to ensure that each trainer holds a level 2 Sports Trainer certification from Sports Medicine Australia or a tertiary degree in sports conditioning or an equivalent qualification from an accredited education or training institution.

5. Medical Requirements for Match and Training Sessions

5.1 Doctors

- (a) Each Club must use commercially reasonable endeavours to have two doctors at all Matches. Where this is not possible, each Club must have one doctor each at the Match and utilise a shared service third doctor at the Match. For the avoidance of doubt, each Club must have at least one doctor at all Matches.
- (b) Subject to item 2.1(a), each Club must have at least one doctor at all Matches and field training sessions (other than at low impact, non-contact training sessions) that is trained in the diagnosis and management of concussion in accordance with the AFL's Guidelines for the Management of Sport-Related Concussion – AFL and AFLW, as revised from time to time.
- (c) It will not be a breach of this item 5.1 if a doctor is not available for an unforeseen reason or is required to leave a Match or training session (as may be applicable) for an emergency.

5.2 Physiotherapists

Clubs must have at least one registered physiotherapist available immediately prior to, during, and immediately after all Matches and training sessions (other than where the Club Doctor has advised that there is no need for a physiotherapist to be present). For the avoidance of doubt, it will not be a breach of these requirements if a physiotherapist is not available for an unforeseen reason.

5.3 Equipment

Each Club must have appropriate emergency medicine equipment, medical kits and first aid equipment available at all Matches and training sessions.

5.4 Ambulance

- (a) Subject to item 5.4(b), there must be a dedicated ambulance at all Matches. In addition, best endeavours must be made to have a stand-by ambulance available to attend the Match if the dedicated ambulance is required for transport.
- (b) Where no dedicated ambulance is available in accordance with item 5.4(a), a non-emergency transport vehicle will be made available for the Match and an emergency physician must also attend the Match.
- (c) This item 5.4 does not apply to intra-club practice matches.

6. Medical Records

- (a) Club medical staff must maintain accurate records of all illnesses, injuries, physical complaints, diagnostic tests, medical advice provided and treatments. As required by law, these records or a copy will be available to the Player.
- (b) Club medical staff must provide all reasonable assistance requested by a Player necessary in connection with Players' insurance claims and claims to the Injury and Hardship Fund.

- (c) Club medical staff must keep records in a secure and confidential manner and comply with all relevant laws and regulations regarding confidentiality of medical records.

7. Second Medical Opinion and Refusal of Treatment

- (a) A Player has the right to a second medical opinion by a doctor of their choosing and if procured at the request or initiative of the Player, will be paid by the Player. For the avoidance of doubt, where a Club Doctor refers the Player to another medical professional (for example, a specialist), this will fall within the definition of Excess Medical Costs.
- (b) If there is a difference between the opinion obtained by the Player and that of the Club, the Player may rely on the second opinion, provided that the Player first discusses the second opinion with the Club Doctor. If the Club Doctor believes that the second opinion is unreasonable, the Club may have the issue of whether the opinion is unreasonable determined by an independent doctor mutually selected by the parties. The Player must take into consideration each opinion provided, but has full discretion to determine what medical treatment, if any, they wish to receive.
- (c) A Player has the absolute right to refuse any treatment.

8. Medical Safety Equipment

Clubs must provide Players all reasonable medical and safety equipment requested by the player, including, mouth guards, protective padding, helmets and thumb/wrist guards.

Annexure C – Free Agency Rules

1. AFL Free Agency Rules

1.1 AFL Free Agents

- (a) Unless an AFL Player is a Restricted AFL Free Agent, an AFL Player who:
 - (i) is party to an AFL Standard Playing Contract with a Club that expires on or prior to 31 October in a particular year (**relevant year**); and
 - (ii) prior to or upon the expiration of the AFL Standard Playing Contract referred to in Rule 1.1(a)(i), has been on that Club's AFL Primary and/or AFL Rookie List for eight or more consecutive AFL Seasons,
 will be an AFL Free Agent in and from the relevant year.
- (b) An AFL Player who:
 - (i) is on the AFL Primary List of a Club; and
 - (ii) subject to Rule 1.1(c), is removed from the AFL Primary List by that Club on or before the final list lodgement date (being date of List Lodgement 2 as notified by the AFL) in a particular year (relevant year),
 will be an AFL Free Agent in and from the relevant year.
- (c) An AFL Player who elects to retire or has lodged a 'Player Request for Removal from a List' form in the form prescribed in Schedule 1 as Form 40 of the AFL Rules, will not be an AFL Free Agent under Rule 1.1(b) in the relevant year.
- (d) A Player who:
 - (i) is on the AFL Rookie List of a Club; and
 - (ii) is removed from the AFL Rookie List by that Club in a particular year (relevant year),
 will be a Free Agent in the relevant year.

1.2 Restricted Free Agents

- (a) Subject to Rule 1.2(b), an AFL Player who:
 - (i) otherwise meets the criteria under Rule 1.1(a) in a particular year (**relevant year**); and
 - (ii) as at the date determined by the AFL under Rule 1.3 (**relevant date**), is entitled to Guaranteed Payments for the relevant year that places that AFL Player:
 - (A) within the top 9 ranked AFL Players on the Club's AFL Primary List;
 - (B) in respect of Guaranteed Payments for the relevant year, such rankings to be determined by the AFL,

will be a Restricted AFL Free Agent in the relevant year.

- (b) An AFL Player who meets the criteria under Rule 1.2(a) will not be a Restricted AFL Free Agent, and will be an AFL Free Agent, in a particular year where both of the following apply:
 - (i) their AFL Standard Playing Contract expires on or before 31 October in a particular year being equal to or greater than their tenth consecutive year as an AFL Player on the AFL Primary and/or AFL Rookie List of the AFL Player's Current Club; and
 - (ii) they have already entered into a new AFL Standard Playing Contract with their Current Club once following 1 March in their eighth consecutive AFL Season on the AFL Primary and/or AFL Rookie List of that Club.

1.3 List of Free Agents and Restricted Free Agents

- (a) On a date determined by AFL prior to the commencement of the first round of Matches in each AFL Premiership Season, the AFL will notify Clubs and AFLPA of the list of all AFL Free Agents under Rule 1.1 and Rule 1.2(b) and Restricted AFL Free Agents for that particular year.
- (b) Following publication of the list referred to in Rule 1.3(a), an AFL Player will remain classified as an AFL Free Agent under Rule 1.1(a) or Rule 1.2(b) or Restricted AFL Free Agent until the conclusion of the applicable AFL Free Agency Period in that year, unless they enter into a new AFL Standard Playing Contract with their Current Club.

1.4 Movement of Free Agents

- (a) Other than where an AFL Free Agent enters into an AFL Standard Playing Contract following selection in an AFL Draft or as part of an exchange under the AFL Rules, an AFL Free Agent may only enter into an AFL Standard Playing Contract for the following AFL Season or an agreement, arrangement or understanding to enter into an AFL Standard Playing Contract for the following AFL Season during the applicable AFL Free Agency Period, unless they enter into a new AFL Standard Playing Contract with their Current Club prior to or during that period.
- (b) Where a Club enters into an AFL Standard Playing Contract or an agreement, arrangement or understanding to enter into an AFL Standard Playing Contract with an AFL Free Agent during the applicable AFL Free Agency Period the Club must promptly lodge with the AFL a completed and accurate form in the form prescribed in Schedule 1 as Form 42 of the AFL Rules.
- (c) Upon entry into an AFL Standard Playing Contract by a Club and AFL Free Agent, the relevant Club must lodge documents with the AFL in accordance with AFL Rules.
- (d) An AFL Player may, by Power of Attorney, appoint an attorney to sign a document on their behalf under this Rule.
- (e) Any AFL Standard Playing Contract entered into under Rule 1.4 will take effect on 1 November in that year.

- (f) For the avoidance of doubt, any Club wishing to enter into an AFL Standard Playing Contract with an AFL Free Agent after lodgement of Football Payments pursuant to the AFL Rules, must first seek the approval of the Investigations Manager.

1.5 Movement of Restricted Free Agents

- (a) Other than where a Restricted Free Agent enters into an AFL Standard Playing Contract following selection via the AFL Draft or as part of an exchange under the AFL Rules, a Restricted AFL Free Agent may only enter into an AFL Standard Playing Contract for the following AFL Season or an agreement, arrangement or understanding to enter into an AFL Standard Playing Contract for the following AFL Season:
 - (i) during the applicable AFL Free Agency Period;
 - (ii) for a minimum term of two years; and
 - (iii) subject to the other provisions of this Rule 1.5,

unless they enter into a new AFL Standard Playing Contract with their Current Club.
- (b) A Restricted AFL Free Agent who wishes to enter into an AFL Standard Playing Contract with a Club other than their Current Club (**Offering Club**), other than via the Draft or as part of an exchange under the Rules, may only seek to do so during the applicable AFL Free Agency Period and must first submit to AFL full details of one proposed contract, arrangement, agreement or understanding (including details of any Additional Services Agreement payments) in the form prescribed in Schedule 1 as Form 41 of the AFL Rules, signed by both the relevant AFL Player and the Offering Club (**Offer**). The full details of the Offer must be submitted to AFL within 24 hours of finalising those details and by no later than the end of the applicable AFL Free Agency Period.
- (c) AFL will promptly provide a copy of the Offer to the Restricted AFL Free Agent's Current Club.
- (d) The Restricted AFL Free Agent's Current Club has the right to match the proposed contract, arrangement, agreement or understanding in respect of the Restricted AFL Free Agent on identical terms to the Offer in relation to each of:
 - (i) contract length;
 - (ii) base payments;
 - (iii) total Match Payment rates;
 - (iv) total Additional Services agreement payments;
 - (v) total performance incentives based on AFL awards or honours, Club best and fairest finish and matches played, but excluding Finals; and
 - (vi) TPP Ratchet Clauses, to the extent that they impact any of (ii) to (v).
- (e) For the avoidance of doubt, incentive payments for team performance are not required to be matched by the Current Club.

- (f) If a Restricted AFL Free Agent's Current Club wants to match the terms of the Offer under Rule 1.5(d) it must provide notice to AFL using the form prescribed in Schedule 1 as Form 41 of the AFL Rules (**Matching Offer**). The Matching Offer must be provided to AFL within three days of the Current Club receiving the Offer from the AFL under Rule 1.5(c).
- (g) AFL will promptly provide a copy of any Matching Offer to the relevant Restricted AFL Free Agent.
- (h) Where a Restricted AFL Free Agent's Current Club matches the Offer and the AFL Player wishes to participate in the AFL Competition in the following year, the Restricted AFL Free Agent must either:
 - (i) enter into an AFL Standard Playing Contract in accordance with the Matching Offer with their Current Club within 7 days of the provision of notice of the Matching Offer to the restricted AFL Free Agent under Rule 1.5(f); or
 - (ii) nominate for the AFL Draft (unless the AFL Player is part of an exchange under the AFL Rules).
- (i) A Restricted AFL Free Agent may only undertake the process set out in Rule 1.5(b) once in total in any year in which they are a Restricted AFL Free Agent.
- (j) Where:
 - (i) a Restricted AFL Free Agent's Current Club does not match the terms of the Offer in accordance with the process and within the time period prescribed by Rule 1.5(f), and
 - (ii) the Restricted AFL Free Agent and their Current Club, have not agreed to enter into an AFL Standard Playing Contract on different terms to the Offer within three days of the Current Club receiving the Offer from the AFL,

the relevant AFL Player and the Offering Club must promptly enter into an AFL Standard Playing Contract in accordance with the terms of the Offer and lodge documents with AFL in accordance with the AFL Rules.
- (k) Nothing in this Rule 1.5 prevents a Restricted AFL Free Agent's Current Club making an offer, or a Restricted Free Agent accepting an offer from their Current Club, in relation to an AFL Player's services on different terms to the Offer within three days of the Current Club receiving the Offer from AFL.
- (l) An AFL Player may, by Power of Attorney, appoint an attorney to sign a document on their behalf under this Rule.
- (m) Any AFL Standard Playing Contract entered into under this Rule 1.5 will take effect on 1 November in the relevant year.
- (n) Where any Club enters into an AFL Standard Playing Contract with a Restricted AFL Free Agent under Rule 1.5(h) or Rule 1.5(j) (and for the avoidance of doubt, not in the case of an AFL Standard Playing Contract entered into under Rule 1.5(k)) the Club may elect to allocate payments under the AFL Standard Playing Contract (including incentives) and any Additional Services Agreement to the relevant AFL Player evenly over the period of the contract(s) for Total Player Payment purposes, subject to the approval of the General Counsel. The Club must make any election to allocate payments under this Rule within seven (7) days of entry into the AFL

Standard Playing Contract and immediately notify AFL of the election. Any election by the Club to allocate payments under this Rule does not impact the time for actual payments to the AFL Player, which must be in accordance with the contract(s).

1.6 Compensation

- (a) Where in a particular year one or more AFL Free Agent(s) under Rule 1.1 and Rule 1.2(b) and/or Restricted AFL Free Agent(s) move from a Club's List (the first mentioned Club) to the List of one or more other Clubs pursuant to the operation of Rule 1.4 or Rule 1.5, the first mentioned Club may be entitled to a compensatory selection(s) in the next occurring National Draft Selection Meeting as follows:
 - (i) any compensatory selection(s) will be allocated in accordance with guidelines determined by the AFL;
 - (ii) National Draft Selections will be allocated to one of five places:
 - (A) First round;
 - (B) End of First Round;
 - (C) Second Round;
 - (D) End of Second Round;
 - (E) Third Round;
 - (iii) a National Draft Selection allocated under Rule 1.6(a)(ii)(A), (C) or (E) will be taken by the Club immediately after the Club's selection in that Round (as determined by their finishing position in the previous AFL Season and otherwise in accordance with the AFL Rules);
- (b) For the avoidance of doubt, any entitlement to a compensatory selection:
 - (i) may be exchanged in accordance with the AFL Rules;
 - (ii) cannot be utilised pursuant to the Father/Son rule; and
 - (iii) cannot be utilised pursuant to the Listing of Club Academy Player.

1.7 Rule Compliance Paramount

Any Rules restricting the time for Clubs to enter into contracts, agreements, arrangements or understandings with an AFL Player who is included on the AFL List of another Club are of paramount importance. Nothing in this Rule limits the operation of the AFL Rules.

1.8 Effect of Breach of Free Agency Rules

A breach of the Free Agency Rules by an AFL Player will be dealt with pursuant to the AFL Rules and not pursuant to the terms of this Agreement.

1.9 Definitions

For the purposes of this Annexure C, the following definitions will apply:

- (a) **AFL Free Agency Period:** the period or periods determined by the AFL General Counsel during which the movement of AFL Free Agents and Restricted AFL Free Agents may take place. For the avoidance of doubt, the AFL General Counsel may specify periods that are applicable to certain, all or any AFL Free Agents and/or Restricted AFL Free Agents as the case may be at their absolute discretion.
- (b) **AFL Free Agent:** an AFL Player who meets the criteria under Rule 1.1(a), 1.1(b), 1.1(d), or 1.2(b).
- (c) **Current Club:** the Club that is party to an AFL Standard Playing Contract with a particular AFL Player immediately prior to the commencement of the first Match in the AFL Premiership Season in the year when the AFL Player becomes an AFL Free Agent or Restricted AFL Free Agent.
- (d) **Restricted AFL Free Agent:** an AFL Player who meets the criteria under Rule 1.2(a).
- (e) **TPP Ratchet Clause:** means a clause in an AFL Standard Playing Contract or Additional Services Agreement pursuant to which any change in the Total Player Payments limit or Additional Services Agreement limit triggers a change to payments under that AFL Standard Playing Contract or Additional Services Agreement.

2. AFLW Free Agency Rules

2.1 AFLW Free Agency

During the AFLW Free Agency Period, AFLW Clubs can sign Players as follows:

- (a) **Unrestricted AFLW Free Agent:** any AFLW Player who was not offered a place on the AFLW Club's List for the upcoming AFLW Season.
- (b) **Restricted AFLW Free Agent:** any AFLW Player who, having been party to a one-year Standard Playing Contract, is offered a further one-year Standard Playing Contract prior to the commencement of the AFLW Free Agency Period but at a lower payment Tier than they were at in the previous AFLW Season. A Restricted Free Agent under this item can only be signed to an AFLW Club if that Club offers the Restricted Free Agent payment at or above their previous AFLW Season payment tier during the AFL Free Agency Period. For the avoidance of doubt, this Rule will not apply to an AFLW Player who has, as at the date of this Agreement, signed a two-year AFLW Player Standard Playing Contract for AFLW Season 8 and AFLW Season 9 and elects not to accept the second year of that AFLW Standard Playing Contract.
- (c) **Unsuccessful Trades:** any AFLW Player who is able to move to a different Club under the circumstances contemplated in item 3(c) of Schedule 5B.

2.2 Definitions

For the purposes of this Annexure C, the following definitions will apply:

- (a) **AFLW Free Agency Period:** the period or periods determined by the AFL General Counsel during which the movement of AFLW Free Agents and Restricted AFLW Free Agents and players under Rule 2.1 may take place. For the avoidance of doubt, the AFL General Counsel may specify periods that are applicable to certain, all or any AFLW Free Agents and/or Restricted AFLW Free Agents as the case may be at their absolute discretion.
- (b) **AFLW Free Agent:** an AFLW Player who meets the criteria under Rule 2.1.
- (c) **Restricted AFLW Free Agent:** an AFL Player who meets the criteria under Rule 2.1(b).

Annexure D – Grievance Procedure

1. Definitions

In this Annexure D:

Chair means the chair of the Grievance Tribunal;

Deputy Chair means the Deputy Chair of the Grievance Tribunal;

grievance means any issue or dispute between:

- (a) a Player and AFL and/or a Club arising out of or in respect of the employment of a Player or the application, operation or interpretation of the provisions of this Agreement; or
- (b) AFLPA and AFL and/or a Club arising out of or in respect of the application, operation or interpretation of the provisions of this Agreement;

Grievance Tribunal means the tribunal established under this Agreement;

Notifier means the person who notifies a dispute to the Grievance Tribunal;

Player for the purposes of this item means:

- (a) a Player (as defined in clause 1.1 of this Agreement); or
- (b) a person who was on an AFL or AFLW List of a Club and has raised the grievance (as defined) in accordance with this Annexure D on or before 30 June in the year following the Player's removal from an AFL or AFLW List;

Respondent means the person against whom a notification is made to the Grievance Tribunal.

2. Resolution of Grievances

- (a) Grievances will, subject to the provisions of this Annexure D, be resolved exclusively in accordance with the procedures set out herein. The parties in dealing with a grievance will at all times use their best endeavours to resolve the grievance as soon as practicable.
- (b) The Grievance Tribunal may extend the time limits referred to under the definition of Player in item 1 of this Annexure D if it deems that exceptional and compelling circumstances existed that prevented the Player from complying with the time limits.

3. Procedure – Player/AFL Club Grievance

- (a) Where a grievance is unable to be resolved in accordance with the Preliminary Grievance Resolution Process of clause 40 of this Agreement, the grievance will be referred to AFLPA and the General Manager/CEO of the Club concerned for further discussion, with such meeting to be held within seven (7) days of the Player referring the grievance to AFLPA and the General Manager/CEO of the Club. The Player and the Player's Accredited Agent or nominated alternative support person may attend the meeting between AFLPA and the General Manager/CEO of the Club.

- (b) Where the matter in item 3(a) of this Annexure D is unable to be resolved at Club level, the matter will be expeditiously referred to the AFL General Counsel and the Chief Executive Officer of AFLPA for further discussion. The Player, the Player's Accredited Agent or nominated alternative support person and a representative of the relevant Club may attend the meeting between those two persons, with such meeting to be held within seven (7) days of the referral. The referral of the matter will be in writing and include the matters listed at clause 40(b) of this Agreement.
- (c) By no later than two (2) days prior to the meeting outlined in item 3(b) above, the other party or parties to the dispute will respond in writing to the allegations set out in the referral.
- (d) If the matter remains unresolved following the process outlined at item 3(b) of this Annexure D, the grievance may be referred by either the Player or the Club to the Grievance Tribunal for resolution. The AFL General Counsel will convene a meeting of the Grievance Tribunal as expeditiously as possible but no later than 30 days after the matter has been referred by either party for resolution. The Player and the Club will be entitled to be represented at the Grievance Tribunal.
- (e) Unless agreed between the parties, if the timeframes set out in this item are not complied with, and there is no reasonable excuse, then the affected party may, at any stage in the process, immediately refer the grievance to the Grievance Tribunal in accordance with item 7 of this Annexure D. No excuse will be deemed reasonable where:
 - (i) the Club has taken immediate action to exclude the Player from attending the:
 - (A) Club; or
 - (B) Facilities and services provided by the Club; or
 - (ii) the affected party can demonstrate that it would be prejudiced by the delay and will suffer loss that cannot be remedied by an award of damages.

4. Procedure – AFLPA/AFL Club Grievance

- (a) Where a matter is unable to be resolved in accordance with the Preliminary Grievance Resolution Process of clause 40 of this Agreement, the grievance will be referred to the AFL General Counsel who will confer with AFLPA and the Club, with a view to the grievance being resolved. The meeting between AFLPA, the Club and the AFL General Counsel must take place within seven (7) days of the grievance being referred to the AFL General Counsel. The referral of the matter will be in writing and will include the matters listed at clause 40(b) of this Agreement.
- (b) By no later than two (2) days prior to the meeting outlined in item 4(a) above, the other party or parties to the dispute will respond in writing to the allegations set out in the referral.
- (c) If the matter remains unresolved, either party may refer the grievance to the Grievance Tribunal.
- (d) Unless agreed between the parties, if the timeframes set out in this item are not complied with and there is no reasonable excuse, then the affected party may, at any stage in the process, immediately refer the grievance to the Grievance Tribunal in accordance with item 7 below. No excuse will be deemed reasonable where the

affected party can demonstrate that it would be prejudiced by a delay and it will suffer loss that cannot be adequately remedied by an award of damages.

5. Procedure – AFLPA/AFL Grievance

- (a) Where a matter is unable to be resolved in accordance with the Preliminary Grievance Resolution Process of clause 40 of this Agreement, the grievance will be referred to the AFLPA CEO and AFL General Counsel or CEO for further discussion, with such meeting to be held within seven (7) days of the grievance being referred by the referring party. The referral of the matter will be in writing and will include the matters listed at clause 40(b) of this Agreement.
- (b) By no later than two (2) days prior to the meeting outlined in item 5(a) above, the other party or parties to the dispute will respond in writing to the allegations set out in the referral.
- (c) If the matter remains unresolved, either party may refer the grievance to the Grievance Tribunal.
- (d) Unless agreed between the parties, if the timeframes set out in this item are not complied with, and there is no reasonable excuse, then the affected party may, at any stage in the process, immediately refer the grievance to the Grievance Tribunal in accordance with item 7 below. No excuse will be deemed reasonable where the affected party can demonstrate that it would be prejudiced by a delay and it will suffer loss that cannot be adequately remedied by an award of damages.

6. Procedure – Player/AFL Grievance

- (a) Where a grievance arises between a Player and AFL, the Player (or their authorised representative) will first raise the issue with the AFL General Counsel.
- (b) Where a matter is unable to be resolved in accordance with the Preliminary Grievance Resolution Process of clause 40 of this Agreement, then the matter will be referred to AFLPA and AFL. The Player and the Player's Accredited Agent may attend the meeting between AFLPA and AFL, with such meeting to take place within seven (7) days of the grievance being referred to those parties. The referral of the matter will be in writing and will include the matters listed at clause 40(b) of this Agreement.
- (c) By no later than two (2) days prior to the meeting outlined in item 6(b) above, the other party or parties to the dispute will reply in writing to the allegations set out in the referral.
- (d) If the matter remains unresolved, either party may refer the grievance to the Grievance Tribunal.
- (e) Unless agreed between the parties, if the timeframes set out in this item are not complied with, and there is no reasonable excuse, then the affected party may, at any stage in the process, immediately refer the grievance to the Grievance Tribunal in accordance with item 7 of this Annexure D. No excuse will be deemed reasonable where:
 - (i) AFL has taken immediate action to exclude a Player from:
 - (A) attending their Club; or

- (B) the facilities and services provided by their Club; or
- (ii) the affected party can demonstrate that it would be prejudiced by the delay and it will suffer loss that cannot be remedied by an award of damages.

7. Procedure – Initiating Grievance Tribunal

- (a) Where a grievance has been raised by a Player or AFLPA and the relevant parties have conferred in accordance with the procedures set out in this Annexure D and at clause 40 of this Agreement but have been unable to resolve the grievance, the Player or AFLPA, as the case may be, who first raised the grievance with the Club or AFL, may notwithstanding anything to the contrary in this Agreement, elect to refer the grievance to the Grievance Tribunal and must do so prior to instituting legal proceedings in any Court or tribunal of competent jurisdiction unless the grievance involves a third party who will or may be a party to the legal proceedings in which event it will not be a pre-condition that the matter be referred to the Grievance Tribunal prior to issuing legal proceedings.
- (b) Where a Player or AFLPA has, pursuant to item 7(a), resolved to institute proceedings in any court or tribunal of competent jurisdiction, that party will give written notice to AFL and the relevant Club of its election. The notice will include particulars of the issues, the subject of the grievance.
- (c) Upon the giving of such notice, no proceedings will be taken or continued in the Grievance Tribunal in respect of the grievance, the subject of the notice.

8. Composition

- (a) The Grievance Tribunal will comprise a panel of three (3) persons nominated by AFLPA and agreed to by the relevant Club (or AFL, as the case may be) and three (3) persons nominated by the Club (or AFL as the case may be) and agreed to by AFLPA. The AFL Club/AFL and AFLPA will endeavour to select persons with expertise in disciplines and/or laws that are relevant to the matters that may arise between or among the persons to whom this procedure applies.
- (b) Such persons will comprise the Grievance Tribunal for as long as such persons are willing and able to act.
- (c) In the event of retirement or where a member of the Grievance Tribunal is unwilling to continue to act, the nominating party will in such case have the right to nominate a further three (3) persons and the other party will in such case select one (1) person from the nominees, to fill the vacancy created by retirement or unwillingness to act.

9. Chair and Quorum

- (a) The Notifier and Respondent will mutually appoint a Chair and Deputy Chair.
- (b) The Chair will preside over all hearings and determinations of the Grievance Tribunal. If the Chair is unable to act on any one occasion, the Deputy Chair will act in their stead or if the Deputy Chair is unable to act, AFL and AFLPA will mutually agree to a Chair for that specific tribunal.
- (c) Three (3) members of the Grievance Tribunal, including the Chair or Deputy Chair, will constitute a hearing panel.

10. Secretary

AFL will appoint a Secretary of the Grievance Tribunal.

11. Conditions Precedent

Subject to items 3(e), 4(d), 5(d) and 6(e) of this Annexure D, the Grievance Tribunal must, prior to hearing any matter referred to it for determination, be satisfied that the procedures described in items 3 to 6 above, and clause 40 of this Agreement, have been complied with.

12. Notification of dispute

- (a) The Notifier will prepare a notice to the Grievance Tribunal, the Respondent, AFL and AFLPA which includes:
 - (i) a concise written statement of the issues in dispute;
 - (ii) full particulars of all facts, circumstances and matters which are relevant to the dispute; and
 - (iii) the remedy sought.
- (b) The Respondent will within seven (7) days of receiving the notice under item 12(a), provide to the Grievance Tribunal and the Notifier, a summary of any matters which they regard as relevant and which they require the Grievance Tribunal to take into account in determining the matter. A copy of such summary will be provided to the Notifier, AFL and AFLPA.
- (c) Subject to this Annexure D, the Chair may give any direction to the parties considered appropriate for the efficient conduct of the proceeding.
- (d) Notwithstanding anything to the contrary in this Annexure D, the Chair may determine that the dispute will be heard by the Chair or Deputy Chair sitting as a single arbitrator provide:
 - (i) the amount in issue is less than \$50,000;
 - (ii) the issues raised are not complex; and
 - (iii) the case is unlikely to set a precedent applicable to other Grievances.
- (e) If the matter is to be heard by a single arbitrator then items 13 and 14 below will not apply, and a hearing under item 15 below will be convened as soon as practicable.
- (f) If the matter is to be heard by a single arbitrator, then a party cannot be represented by an advocate with legal training, unless such advocate is an employee of a party, a representative of AFLPA, the player's parent or guardian, or the player's Accredited Agent.

13. Compulsory Mediation

- (a) After the notification and reply process has been completed the Chair may appoint a mediator from among the members of the Grievance Tribunal, or any other suitably qualified mediator.
- (b) If the dispute concerns a specialised area, the Chair will endeavour to appoint a mediator who has expertise in that specialised area.
- (c) The parties must meet with the mediator as soon as practicable and in good faith to resolve the dispute.
- (d) Each party must be represented at the mediation by a party with authority to make a binding decision and enter into a binding settlement agreement.
- (e) The mediator will notify the Secretary as soon as:
 - (i) the parties have resolved the dispute; or
 - (ii) the mediator has determined that the parties have been unable to resolve the dispute through mediation.
- (f) Absent an agreement by the parties, the mediator will determine any applicable time limits for such mediation and the terms and conditions upon which such mediation will take place.

14. Convening the Grievance Tribunal

- (a) As soon as practicable after the mediator notifies the Secretary that the parties have been unable to resolve the dispute through mediation, the Secretary will convene a panel of the Grievance Tribunal.
- (b) The panel will consist of the Chair (or, if necessary the Deputy Chair) and a member of the Grievance Tribunal nominated by AFL/Club and a member of the Grievance Tribunal nominated by AFLPA.
- (c) The Secretary must use best endeavours to appoint a panel with knowledge and expertise relevant to the grievance.
- (d) If a member of the Grievance Tribunal mediated the dispute, the member must not be appointed to the Grievance Tribunal panel hearing the grievance.

15. Hearing

- (a) The parties to the dispute and any other person directed by the Grievance Tribunal will appear before the Tribunal at the place and on the date and time advised by the Secretary. The Secretary will consult the parties prior to scheduling the hearing and will endeavour to accommodate reasonable requests regarding the date, time and place of the hearing.
- (b) Each of the parties to a dispute may be represented by an advocate who may be legally qualified.
- (c) Each of the parties appearing before the Grievance Tribunal will three (3) days prior to the hearing, or at any other time determined by the Chair, provide to each of the members of the Grievance Tribunal and each other party a written outline of their respective submissions and matters sought to be relied upon at the hearing of the dispute.

- (d) AFL and AFLPA will have the right to appear and to be legally represented in any dispute before the Grievance Tribunal.
- (e) The Grievance Tribunal Chair will determine the procedure to be adopted before it provided that unless otherwise determined the following procedure will apply:
 - (i) The rules of evidence will apply to the extent that the Grievance Tribunal considers them necessary for an orderly and proper hearing of the issues in dispute.
 - (ii) Matters will be determined by reference to equity, good conscience and the substantial merits of the case without regard to technicalities and legal forms.
 - (iii) The parties or any advocates will announce their appearance. Advocates will have the rights given to the party they represent in lieu of that party.
 - (iv) The Notifier will make submissions and call witnesses in support of any matters which they wish to establish.
 - (v) Witnesses will not be present before the Grievance Tribunal until they are called to give evidence.
 - (vi) Witnesses may if required by the Grievance Tribunal, give evidence on oath or affirmation or by Affidavit. Witnesses may give evidence by telephone, or any other form of communication approved by the Chair, if they are unavailable to appear in person.
 - (vii) In the case of any witness, when the Applicant has completed examination in chief, the Respondent may cross-examine the witness.
 - (viii) Upon completion of cross-examination, the party calling such witness may put any matters to the witness arising out of cross-examination.
 - (ix) When the Notifier has completed their case, the Respondent will then make submissions and call any witnesses in support of any matters they wish to establish.
 - (x) The corresponding right of cross-examination and re-examination will apply.
 - (xi) Any member of the Grievance Tribunal may ask any questions of any witness or any party or the advocate of any party at any time throughout the hearing.
 - (xii) After the Respondent has completed the calling of any witnesses and submissions, they will address the Grievance Tribunal by way of summing up.
 - (xiii) Following the summing up by the Respondent, the Notifier will have the right to sum up and make final submissions.
 - (xiv) The Grievance Tribunal will deal with a matter before it as quickly as practicable and will not adjourn any proceeding except where:

- (A) the Grievance Tribunal panel believes on reasonable grounds the matter should be adjourned;
 - (B) it determines that a party, who has not been called to provide evidence, should appear before the Grievance Tribunal and give an account of events or provide documents relating to the issues in dispute; or
 - (C) the parties agree.
- (xv) The standard of proof for any fact or matter before the Grievance Tribunal will be the balance of probabilities.
 - (xvi) At the end of the hearing, the Grievance Tribunal will retire to consider its decision.
 - (xvii) As soon as practicable, the Grievance Tribunal will announce its finding in respect of the grievance. The finding will be in writing, signed by the Chair and include a statement of the reasons for such finding.
 - (xviii) The Grievance Tribunal will have the power to make any award it deems necessary in accordance with equity, good conscience and the substantial merits of a case without regard to technicalities or legal form, including, but not limited to, the power to:
 - (A) make interlocutory or interim decisions, including the power to grant injunctions of any kind;
 - (B) issue declarations;
 - (C) award damages to compensate any party for any loss suffered by that party;
 - (D) order specific performance of a contract including but not limited to a Standard Playing Contract;
 - (E) award interest to any party in respect of any amount awarded to be paid to that party;
 - (F) compel the production before it of any documents or other things;
 - (G) summon any person who is party to this Agreement (including without limitation an officer, employee or agent of a party) or is subject to the AFL Rules, to attend before the Tribunal and give evidence;
 - (H) do all things and make any such orders as may be necessary to ensure the matter before it is dealt with as quickly as practicable; and
 - (I) make such other order of relief that the Tribunal deems appropriate.
 - (xix) Each party is to bear its own costs in any proceeding before the Grievance Tribunal provided that the Tribunal may make an order that a party pay all or a specified part of the costs of another party or parties in the proceeding if the first party has:

- (A) failed to comply with an order or direction of the Tribunal or the Procedure without reasonable excuse;
- (B) vexatiously conducted the proceeding; or
- (C) initiated a proceeding that has no tenable basis in law or in fact.

16. Facilities

- (a) The Secretary will arrange for a venue for the hearing of any matter before the Grievance Tribunal.
- (b) The Secretary will arrange for an audio record of any such proceedings which record will be kept for a period of one (1) week following completion of the hearing unless any party to the dispute requests the record to be kept for a further period in which case the party so requesting will pay a reasonable fee determined by the Secretary.
- (c) Any party may request a transcript of the record of any hearing. If such request is made, AFL will arrange for the record to be transcribed and provided to each of the parties to the hearing.

17. Further Determination

- (a) Any party requiring a matter to be further considered by the Grievance Tribunal will make written submissions in relation thereto and lodge such submissions with the Chair by delivering a copy to the Secretary.
- (b) The Chair will have the absolute discretion to determine whether any matter should be re-opened or further evidence heard or obtained and in such case the Grievance Tribunal will reconsider its findings taking into account such further evidence.

18. Determination Final

- (a) Subject to any grievance being re-opened under item 17 or any party taking proceedings in any court or tribunal of competent jurisdiction as permitted under this Annexure D, the determination of the Grievance Tribunal will be final and binding on the parties.
- (b) The parties must comply with any award or order of the Grievance Tribunal. A failure by a party to comply with an award or order of the Grievance Tribunal will constitute a breach of this Agreement.