



MARTIAL ARTS INDUSTRY ASSOCIATION

**CODE OF PRACTICE
FOR
MARTIAL ARTS EVENT
PROMOTERS
AND
TOURNAMENT ORGANISERS**

CODE OF PRACTICE FOR MARTIAL ARTS EVENT PROMOTERS AND TOURNAMENT ORGANISERS

APPLICATION AND OBJECTIVES

The Code applies to the promotion, ticket selling and staging of events where an entry charge is made:

The objectives of the Code are:

- i) To promote wider awareness and use within the martial arts industry of fair standards agreed by representatives of the industry, consumers and government and practiced by most event organisers
- ii) To give guidance to event organisers, patrons and competitors on fair resolution of complaints that may arise.

Where they apply, the Code reflects a practical application of the NSW Fair Trading Act and the Commonwealth Trade Practices Act, referred to in the Codes as 'the law'

This code applies to Martial Arts Industry Association Members (as defined in accordance with the constitution of the Martial Arts Industry Association) and all other persons who are signatories to the code.

THE CODE

It is expected that:

1. Advertising and promotion material shall give details of:

- a) Main attraction/performer(s)
- b) Support attractions/performers, when known
- c) Venue(s)
- d) Scheduled date(s)
- e) Ticket outlets and advance booking facilities
- f) Limitation, if any, on ticket sales to one person (see clause 2c)
- g) If ticket price information is given, the minimum price (including ticketing cost) for which a ticket can be purchased should be stated as well as any and all additional charges (refundable or non refundable) which might be payable at some booking outlets.

Note: Care should be taken not to misrepresent the nature, scale or quality of a performance by including, omitting or failing to qualify information in video clips or other promotional material. Such misrepresentation could be in breach of the law.

2. Advance booking arrangements shall seek to maximise fair access to tickets for prospective patrons by:

- a) Decentralised counter and telephone bookings facilities where venue(s) cater for large audiences with shared access to best quality seating locations;
Note: This may not be applicable for small venues
- b) Simultaneous release of a number of scheduled performances to enable patrons to express a date or seat preference where reasonable

- c) Setting a limit on the number of best seats area seats which are available to persons/organisations, where there is an overwhelming demand for short season events, so as to enable wider distribution amongst patrons

3. Venue box offices shall prominently display/make available information about:

- a) Program details including:
 - main attraction/performer(s)
 - support attractions (see clause 1b)
 - commencement times
 - anticipated duration of performance, particularly by the main attraction, where not commonly known to patrons
- b) Limitations, if any, on ticket sales to one person
- c) Seating plans showing:
 - areas and seats designated on tickets
 - permanent sightline obstructions where known, poor sightlines and other impediments from introduced obstructions (e.g. television or recording equipment)
- d) Ticket prices (see clause 1g) and any additional charges
- e) Refund or exchange policy as set out in clause 7
Note: Display of the Code would fulfil this obligation provided a reference is made in signs or on tickets which state the event promoters general refund or exchange policy, e.g. "No refunds or exchanges except as in the Martial Arts Industry Code of Practice". Unqualified statements such as "No refunds or exchange" should not be used, as they are misleading.

4. Ticket outlets, other than venue box offices, shall prominently display/make available information about:

- a) Program details as in 3a, unless such information has been provided in all advertising and promotion material;
- b) Items outlined in 3b, c and d;
- c) Patrons' refund or exchange entitlements by a full statement as in 3(e) or by a statement on tickets and/or a notice that refers patrons to the venue box office for details of limited rights.

5. Telephone booking centres shall give information about:

- a) Charges above ticket prices;
- b) Whether allocated seats are affected by nominated sightline obstructions;
- c) The general location of allocated seating

6. Money paid in advance of the date of the event.

Money for advance ticket sales received by venue operators or independent booking outlets shall be held by them until the event has been staged unless satisfactory guarantees are received from the promoter of the event to cover refunds should the event be cancelled.

7. Patrons shall be entitled to a full refund or exchange option in situations such as:

- a) Main attractions/Event cancelled or rescheduled;
- b) Main attraction/star performer(s) is cancelled and substitute arranged;
- c) Event is part cancelled by premature termination substantially before performance of advertised content or expiration of advertised duration;
- d) Previously undisclosed significant visual obstruction for a reserved seat reported soon after commencement (includes effects of introduced factors such as filming or recording equipment).

Note: This clause does not restrict individual venues or promoters from having a more liberal refund/exchange policy nor does it restrict an individual's right under the Trade Practices Act.

8. Competitors

- a). A written list of all rules, requirements, conditions and pertinent information relating to a proposed tournament/event/competition to be staged or sanctioned by the Event Organiser, shall be freely available to all competitors, team managers and coaches, that have registered to compete in the proposed event, at least two months prior to the proposed competition date, said list to be unalterable once issued.
- b). Where a competitor pays an entrance (or like) fee to enter the competition a 7 day cooling off will begin on the date the entry form is signed. Should the competitor withdraw his/her entry during this period the entry fee will be fully refunded by the event organiser.
- c). Where a competitor is unable, by reason of physical incapacity, verifiable by a medical certificate, to compete in the competition for which her/she is entered then the event organiser will fully refund the competitors entry fee.
- d). Where a competitor is to receive a refund under Clause 8 b) or 8 c) the event organiser will pay the refund to the competitor within 7 days

9. Officials

- a) An Official will be defined as a person who is responsible for or contributes to the adjudication or assessment of the competition performance of a competitor. This definition would include but may not be limited to Judges, Referees and Timekeepers
- b) All Officials within his definition will be accredited as Officials by the NOAS (National Officiating Accreditation Scheme) as administered by the Australian Sports Commission. It will be deemed to be a breach of this Code for non-accredited Officials to be used
- c) It will be a breach of this Code for an Official to be engaged in the assessment or adjudication of a competition performance where said Official has a 'vested interest'. For the purposes of this Code a 'vested interest' by an Official is defined as An Official who is assessing/adjudicating the performance of a competitor who:
 - i) is related by marriage or birth to the Official
 - ii) is part of the same martial arts club/group as the Official
 - iii) is employed by the Official
 - iv) is the employer of the Official
 - v) is in a defacto relationship with OfficialA 'vested interest' will also be when an Official may benefit financially from the outcome of the bout/performance/contest over which said Official is officiating
- d) An Official so identified as having a 'vested interest' may not officiate at the bout/performance in question saving that if the nature of the 'vested interest' is made known to all competitors and team managers that may be affected by the outcome of the decisions to be made by said official do unanimously agree/consent to allowing said Official to officiate at the bout/performance in question
- e) Where an Official does not disclose a 'vested interest' and it becomes known after the event the results of said officiating will be declared void and the bout/contest/performance in question will be restaged
- f) An Official found guilty of non- disclosure of a 'vested interest' will be disqualified from officiating for a period of between three months and life depending on the severity of the non-disclosure

9. An Event Organiser may not advertise, represent or imply to a consumer that:

- i) a competitor or main attraction is of a martial arts rank or grade that is not legitimately held by said competitor or main attraction
- ii) a competitor or main attraction she has won a martial arts competition or a championship title that it not legitimately held by said competitor or main attraction.
- iii) a competitor or main attraction has had a martial arts training or learning experience greater than that which has actually been gained by said competitor or main attraction.
- iv) a main attraction is to appear at an event when said main attraction has not confirmed that he/she will be in fact be appearing at the event.
Note: An example of a breach of the Code in this area would be to advertise that Chuck Norris has been invited to attend the event. While the event organiser may well have invited Chuck Norris to attend the event unless Chuck Norris has accepted, by written confirmation, the invitation then the fact that he has been invited should not be used. To do otherwise would be to provide a false expectation to consumers that Chuck Norris would be attended the event.

10. A. Complaints

Consumers who feel the Code has not been observed should contact the manager of the venue, event organiser or booking office to discuss the problem experienced. If the matter is not resolved the Department of Fair Trading can be contacted for advice on the issue and consumer rights to pursue a claim for redress. Advice on the application of the Code and related law can be obtained from any Fair Trading Office. The Office of the Martial Arts Industry Association Limited may also be contacted to assist in the mediation of any dispute.

10. B. Complaints Resolution

- i). The CAC will endeavor to resolve all issues that come before it. Only written complaints will be acted upon.
- ii) Any complaints resolution process will observe the principles of natural justice.
- iii). In investigating a complaint, a CAC may request that a supplier provide copies of relevant documentation. A supplier must comply with such a request. The documentation will be treated as confidential and not be reproduced or distributed without the permission of the supplier. In investigating a complaint, a CAC may request that a supplier allow it access to the supplier's MAC. A supplier must comply with such a request. CAC will give reasonable notice to the supplier of the required access.
- iv) A member of a CAC will not take part in the resolution of a complaint where doing so would mean that member has a conflict of interest or apparent conflict of interest.

11. A. Administration

This Code will be administered by MAIA . The Director of Member Services will appoint a Code Administration Committee (CAC). The committee will be made up of:

- (a) Industry representatives. Three (3) persons who are representative of NSO's and who are members of MAIA and who are signatories to the Code, including the Director of Member Services;
- (b) An elected representative of the tournament/event promotion sector of the

The Chairperson will be elected from one of the industry representatives. It will be the responsibility of CAC to adjudicate on any dispute arising from the application of this Code and where applicable to decide on the application and type of penalty to be applied for a proven breach of the Code.

11. B. Event Access

Identified representatives of the MAIA will be given free access to all Events/ Competitions/ Tournaments by all Organisers, Managers and Officials that are bound by this Code. Access shall include but not be limited to: spectator areas, change rooms, medical facilities, judges areas and pre-event Officials briefing sessions.

12. Sanctions

- i) Where a breach of the Code has been determined, MAIA will seek corrective action to be taken by the Signatory concerned. Such action is not limited to but might include a requirement for:
 - (a) advertising to be amended or withdrawn;
 - (b) corrective advertising to be placed;
 - (c) corrective mailing to clients concerned;
 - (d) literature or stationary to be amended or withdrawn; and
 - (e) all/any equipment, facilities or services to meet the standards in the Code.
 - (f) temporary or permanent disqualification of an event organizer or official from future events
- ii) MAIA may, at its own discretion, issue warnings or censures to non-complying Code Signatories.
- iii)
 - (a) If corrective action is not taken within the time allocated in accordance with the specific MAIA directions, the CAC may recommend that MAIA suspend the Signatory's membership for a specific time period, or, in the event of continued non-compliance, the CAC may recommend that the Signatory may be expelled.
 - (b) In the case of an individual official breaching of the code the CAC may recommend the suspending or canceling of said instructors accreditation
- iv) Where the CAC recommends expulsion, it must make a report of the Signatory's conduct to MAIA and allow the Signatory to make an appeal for continued participation. A decision by MAIA will be final. Following suspension or expulsion, the Signatory must not claim Signatory status in internal and external advertising and immediately remove Code signage, and, immediately withdraw and cease using all literature and stationery referring to the Code.

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