



# APF PROFESSIONAL / AMATEUR ATHLETE MEMBERSHIP AGREEMENT

**Asian Pool Federation Ltd**

**Effective 31 Aug 2023**

# APF ATHLETE MEMBERSHIP AGREEMENT

## 1. DEFINITION

Agreement	APF Professional and/or Amateur Athlete Membership Agreement
APP	Asian Pool Promotions Pte Ltd
APF	Asian Pool Federation Ltd
Event(s)	Any event that is sanctioned or organised by APF and/or APP
Athlete(s)	Professional or Amateur pool member of the Professional Body and any competing participants and potential participants of any Event
Players(s)	Shall have the same meaning as Athlete(s)
Organiser(s)	Organizer of any Event
Membership	Membership under this Agreement

## 2. KEY TERMS

2.1 Athletes agree to the terms and condition as stated this Agreement and any updates or amendment as may be published on the official APF/APP communication channel(s) from time to time including but not limited to emails, website, and social media.

2.2 The membership is non-transferable.

2.3 Subscription fees paid are non-refundable or transferable.

2.4 Athletes agree to pay the Membership fee when due. APF/APP reserves the right to suspend or cancel membership without notice if membership fees are outstanding.

2.5 Athletes agree to the Athlete's Code of Conduct as prescribed by APF.

### **3. TERMS AND CONDITIONS**

3.1 The Organisers reserve the full right to reject, cancel and refund any applications for events and/or membership. Any remittance charges and/or fees required for the payment and/or refund of entry fees and prize monies will be borne completely by the Athlete.

3.2 All Athletes accept and confirm that they will abide by the 2021 World Anti-Doping Code as may be revised from time to time by the World Anti-Doping Agency (WADA).

3.3 All Athletes agree to grant Organisers or its directors, servants, or agents the irrevocable and unrestricted right to use and publish photographs and videos of the Athletes, for the purpose of but not limited to editorial, trade, advertising, and any other purpose and in any manner and medium; and to alter and composite the same without restriction and without the Athletes' inspection or approval. The Athletes hereby release Organisers or its directors, servants or agents from all claims and liability relating to said photographs and videos.

3.4 Nineball World Ranking Points, where applicable are granted by Matchroom Pool. All Athletes understand and agree that the final decision on the granting of points lies on Matchroom Pool solely and will not hold the Organisers (including its directors, members, servants or agents) liable for any loss, damage, and/or other expenses incurred as a result of Matchroom's action including but not limited to the cancellation of Nineball World Ranking Points by Matchroom Pool.

3.5 Athlete grants the Organiser, its photographer, videographer, representative, contractors, servants, and/or agents the irrevocable and unrestricted right to use and publish photographs and/or videos of the Athlete, in which may be included, for editorial, trade, advertising, and any other purpose and in any manner and medium; and to alter and composite the same without restriction and without my inspection or approval.

3.6 Athlete hereby release Organiser, its photographer, videographer, representative, contractors, servants, and/or agents and assigns from all claims and liability relating to said photographs and/or videos.

3.7 Athlete of the tournament are to exercise due care and diligence and are responsible for their own safety and are advised to purchase their personal insurance. Furthermore, Participants agree that they will not hold the Organisers (including its directors, members, servants or agents) liable for any loss, damage, and/or other expenses incurred as a result of participating in this tournament.

3.8 Athlete are obliged to assist with the promotional and commercial activities as requested by the Organisers, which may include but not limited to giving interviews, photo-taking, audio and video messages recording, publicity, social media posting, attending ceremony and briefing and prize presentation.

## **4. DISCIPLINARY**

4.1 In the event of possible breach of the Athlete's Code of Conduct and or any clause contain herein, the Athlete agrees assist APF/APP to conduct investigation into the alleged wrong-doing.

4.2 Any findings and decision of APF/APP will be final.

4.3 In the event where APF/APP determined that the Athlete have contravened the Athlete's Code of Conduct and or any clause contained herein, APF/APP may at its own discretion but not limited to, imposing financial sanctions, suspension or termination of membership, and deduct ranking points.

## **5. DISPUTE RESOLUTION**

5.1 Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

- 5.2 The seat of the arbitration shall be Singapore.
- 5.3 The Tribunal shall consist of one arbitrator.
- 5.4 The language of the arbitration shall be English.

## **6. FRUSTRATION AND FORCE MAJEURE**

6.1 If the Organiser is prevented from or delayed in the performance of any of its respective obligations under this Agreement by “force majeure” (as defined in clause 6.2 below), then this Agreement shall automatically terminate save that re-scheduling of tour events shall not constitute “force majeure” but must be subject to prior consent of APP and not clash with APP’s schedule of events.

6.2 For the purpose of this Agreement ‘force majeure’ shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents not reasonably foreseeable by and beyond the reasonable control of and/or management by either party.

## **7. CONFIDENTIALITY**

7.1 The Athlete shall keep the terms, conditions and covenants of this Agreement and any negotiations in connection with this Agreement confidential, and shall not make or permit disclosure of the same, except where mutually and expressly agreed to in writing by the APP, necessary to share such information with the Athletes’ legal representatives, financial advisors or accountants, disclosure to a governing or sanctioning entity is required, disclosure is ordered by a court or tribunal of competent jurisdiction, or disclosure is required to protect the disclosing Athlete’s interest in legal proceedings.

## **8. Anti-Bribery, Sanctions and Compliance with Applicable Law**

8.1 The Athlete represents and warrants to the Organisers that the Athlete is in full compliance with applicable laws, regulation and sanctions regulation

(including compliance with any National Sports Association of which he belongs to), it has not, prior to the date of this Agreement, and will not, bribe or attempted to bribe any party or other Athlete or official or Organisers (including its directors, members, servants or agents).

8.2 The Athlete is familiar with and will abide by the applicable anti-bribery and match fixing laws and it will not take or knowingly permit any action to be taken that would cause the Organisers to be in violation of any prevailing anti-bribery or match fixing laws, including but not limited to as they may be amended from time to time.

## **9. Entire Agreement**

9.1 This Agreement contains the entire agreement and understanding of the Athlete relating to the subject matter of this Agreement and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the Organiser and the Athlete, whether written or oral.

9.2 The Athlete acknowledges that in entering into this Agreement, it does not reply to, and shall have no remedies in respect of, any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement.

9.3 Nothing in this clause shall limit or exclude any liability for fraud.

## **10. GOVERNING LAW**

10.1 This Agreement shall be governed by the laws of Singapore.