

NEW ZEALAND RUGBY UNION

Competition Regulations Handbook

•

2018



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2018 Premier Competition • Key Dates

Date	
10 August	Transfer Period Closes - Player Movement Form needs to be filed with the NZRU for any player who is on the list of 'Captured Players' and wants to change Provincial Unions
10 August	Cut-Off Date - Final day for non-captured players to move Provincial Unions or be cleared into New Zealand from overseas and still be considered as a 'Local Player'
9 August	Naming of Premier Competition Squad - Final day for Premier Competition Unions to notify the NZRU of their squads of at least 26 players, by 4pm
16 August	Premier Competition Commences
Five Games	Overseas or Returning New Zealand Players - Must have been named in a Playing 23 before the Provincial Union has played five Premier Competition games
Five Games	Loan Players (excluding Front Row Players) - Loan Arrangement Form must be filed with the NZRU before the Provincial Union has played five Premier Competition games
Ten Games	Front Row Loan Players - Loan Arrangement Form must be filed with the NZRU before the Provincial Union has played ten Premier Competition games
26/27 October	Premier Competition Finals

2018 Heartland Championship • Key Dates

Date	
1 June	Cut-Off Date - Final day for players to move Provincial Unions or be cleared into New Zealand from overseas and still be considered as a 'Local Player'
10 August	Pre-Season Statutory Declaration - Squad lists and Pre-Season Statutory Declarations must be sent to the NZRU by 4pm
25 August	Heartland Championship Commences
22 September	End of Week 5 - Players of Origin, Loan, Overseas and Returning New Zealand Players must have been named in a Playing 22
27 and 28 October*	Heartland Championship Finals

* This date is subject to Operational and Broadcasting Logistics

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Player Eligibility

NEW ZEALAND RUGBY UNION

Player Eligibility • 2018

**World Rugby International Eligibility Form
(opposite)**

REGULATION 8, SCHEDULE 1

ELIGIBILITY FORM

DECLARATION OF ELIGIBILITY OF A PLAYER TO PLAY FOR THE SENIOR FIFTEEN-A-SIDE NATIONAL REPRESENTATIVE TEAM, THE NEXT SENIOR FIFTEEN-A-SIDE NATIONAL REPRESENTATIVE TEAM OR THE SENIOR NATIONAL REPRESENTATIVE SEVENS TEAM OF A UNION

DECLARATION OF PLAYER

I _____ (Name) of _____ (Address) confirm that, I have read and understand the criteria for eligibility set out in Regulation 8 of the World Rugby Regulations Relating to the Game (World Rugby Regulations) and I hereby declare that I am eligible to play for _____ Union because:-

Tick applicable box(es)

- I was born in the country for which fifteen-a-side senior National Representative Team or the next senior fifteen-a-side National Representative Team, or the senior National Representative Sevens Team of the Union for which I intend to play; or
- One of my parents or grandparent was born in the country for which senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team or the senior National Representative Sevens Team of the Union for which I intend to play; or
- I have completed thirty-six consecutive months of Residence immediately preceding the time of playing in the country for which senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team or the senior National Representative Sevens Team of the Union for which I intend to play.

AND

- I have not played for the senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team or the senior National Representative Sevens Team of any other Union.¹

¹ *If a Player has played for another Union's senior fifteen-a-side National Representative Team or next senior fifteen-a-side National Representative Team or senior National Representative Sevens team, this must be stated on this declaration form. For the avoidance of doubt, Players would only be eligible to play for a second Union if they can demonstrate that they allowed 36 consecutive months to elapse before they played for a second Union and that they played for that second Union before 1 January 2000. Any such Players should submit in writing the circumstances of such participation on a separate sheet.*

I have attached to this declaration relevant documentation to prove my eligibility to play for the senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team or the senior National Representative Sevens Team of _____ Union and I understand and accept that if I am found to have played for the senior fifteen-a-side National Representative Team or next senior fifteen-a-side National Representative Team or the senior National Representative Sevens Team of a Union without satisfying the eligibility criteria set out in Regulation 8 of the World Rugby Regulations, and/or to have provided inaccurate information in this declaration then I and the Union concerned will be subject to sanctions.

Player's signature: _____ Date: _____

DECLARATION OF UNION

I _____ (Name) the _____ of _____ (Position and Union) hereby declare that the _____ Union has made all such necessary enquiries in relation to the above Player's eligibility to play for the senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team or the senior Sevens National Representative Team of the Union. I further declare that the Union is satisfied that the information provided by the Player in his declaration is correct, that the documentation in support of the Player's declaration is valid and that the Player is eligible to play for the senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team or the senior National Representative Sevens Team of _____ Union. I understand and accept that if a Player plays for the senior fifteen-a-side National Representative Team or the next senior fifteen-a-side National Representative Team Union or the senior National Representative Sevens Team without satisfying the eligibility criteria set out in Regulation 8 of the World Rugby Regulations and/or the Union has provided inaccurate information in this declaration then the Union will be subject to the fixed penalty sanctions set out in Regulation 8.

Signed: _____ Date: _____

NEW ZEALAND RUGBY UNION

Player Eligibility Regulations

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Part 1 • Definitions

1 DEFINITIONS

In these Regulations, unless the context requires or indicates otherwise, the following definitions shall apply:

“Borrowing Provincial Union” means the Provincial Union to which a Player is loaned pursuant to a Loan Arrangement;

“Collective Agreement” means the Collective Agreement entered into by the NZRU and the RPC which came into effect in 2016;

“Contract Year” means the calendar year (commencing on 1 January and concluding on 31 December) and may be defined with reference to a particular year (e.g. Contract Year 2018);

“Current Provincial Union” means the Provincial Union from which a player is made available under a Player of Origin Agreement;

“Employment Services” means Playing Services, Promotional Services and Media Interviews and associated travel as those terms are defined in the Collective Agreement;

“Heartland Championship” means the Heartland Championship as provided for under the NZRU Domestic Competition Regulations;

“Heartland Championship Cut-Off Date” means the first Friday of June of the current Contract Year;

“Heartland Championship Union” means a Provincial Union competing in the Heartland Championship;

“Lending Provincial Union” means the Provincial Union from which a Player is loaned pursuant to a Loan Arrangement;

“Local Player” has the meaning set out in clauses 3 and 8;

“Loan Arrangement” means the form set out in Schedule 1;

“Loan Player” has the meaning set out in clauses 4 and 9;

“Non-Mandatory Challenge” means a non-mandatory challenge match as provided for under the NZRU Ranfurly Shield Regulations;

“NZRU” means the New Zealand Rugby Union Incorporated;

“NZRU Induction Programme” means the Induction programme as provided for in clause 116 of the Collective Agreement;

“Original Provincial Union” means the Provincial Union to which a Player is made available under a Player of Origin Agreement;

“Overseas Player” has the meaning set out in clauses 6 and 11;

“Played” means to have taken the field in a rugby union match;

“Player” means a rugby union player;

“Player of Origin” means the form set out in clause 12;

“Player of Origin Agreement” has the meaning set out in Schedule 2;

“Playing 23” means the fifteen selected players plus a maximum of eight reserves as recorded on the team sheet provided to the NZRU for any Premier Competition match and for any Ranfurly Shield match. For the avoidance of doubt, all players recorded on the team sheet must be present at the match;

“Playing 22” means the fifteen selected players plus a maximum of seven reserves as recorded on the team sheet provided to the NZRU for any Heartland Championship match. For the avoidance of doubt, all players recorded on the team sheet must be present at the match;

“Premier Competition” means the Premier Competition as provided for under the NZRU Domestic Competition Regulations;

“Premier Competition Cut-Off Date” means the Friday following the Super Rugby Competition Final of the current Contract Year;

“Premier Competition Union” means a Provincial Union competing in the Premier Competition;

“Pre-Season Squad Information” means the information to be provided by a Heartland Championship Union in respect of at least 26 Players that the Provincial Union intends to select in its Heartland Championship team for the Contract Year, in the form as advised by the NZRU to Provincial Unions from time to time;

“Pre-Season Statutory Declaration” means the Statutory Declaration to be completed by the Chief Executive Officer and Chairman of each Heartland Championship Union in relation to, and to be provided with, the Pre-Season Squad Information in the form advised by the NZRU to Provincial Unions from time to time;

“Provincial Union” means an Affiliated Union as defined in the NZRU Constitution;

“Provincial Union Contract” means the contract set out in the Collective Agreement;

“Provincial Union Development Contract” means the contract set out in the Collective Agreement;

“Provincial Union Term” has the meaning set out in the Collective Agreement;

“Provincial Union Development Term” has the meaning set out in the Collective Agreement;

“Ranfurly Shield” means the Ranfurly Shield as provided for under the NZRU Ranfurly Shield Regulations;

“Registered” means, in relation to a player:

- having completed the NZRU Senior Player Registration Form for that Contract Year; or
- having an approved online Senior Player registration recorded in the Sportsground Online Rugby Registration system; or

PART 1

- having an active registration in the National Rugby Database;

“Returning New Zealand Player” has the meaning set out in clauses 5 or 10;

“RPC” means the Rugby Players Collective Inc;

“Super Rugby Competition” has the meaning set out in the Collective Agreement.

Part 2 • Premier Competition

2 INTRODUCTION

- 2.1 This Part governs which Players can play in the Premier Competition or for a Premier Competition Union in the Ranfurly Shield.
- 2.2 The Playing 23 of any Premier Competition Union for the Premier Competition and the Ranfurly Shield shall consist only of Players who are:
- (a) Local Players in accordance with clause 3;
 - (b) Loan Players in accordance with clause 4;
 - (c) Returning New Zealand Players in accordance with clause 5;
 - (d) Overseas Players in accordance with clause 6

provided that the combined number of Loan Players and Overseas Players does not exceed six (or four in a Non-Mandatory Challenge against a Heartland Championship Union).

- 2.3 A Player must become a party to a Provincial Union Contract or a Provincial Union Development Contract, in order to participate in the Premier Competition.
- 2.4 A Player must have completed the NZRU Induction Programme in order to participate in the Premier Competition.
- 2.5 In accordance with World Rugby Guidelines (formerly the International Rugby Board) (World Rugby), a Player must be at least 18 years of age as at the day of the first match in the Premier Competition in order to participate in the Premier Competition. Further, any Provincial Union wishing to select a Player who is 18 years of age as at the day of the first match in the Premier Competition as part of the Playing 23 for a Premier Competition match must obtain prior written approval from the NZRU. NZRU High Performance will issue protocols on an annual basis that it will then assess the Player against in consultation with the Provincial Union and the Player. The purpose of this assessment is to determine whether it is in the best welfare and development interests of the Player to play as an 18 year old in the Premier Competition.

3 LOCAL PLAYERS

- 3.1 “Local Player” means a Player who:
- (a) is Registered with a club competing in a competition conducted under the control and jurisdiction of that Provincial Union;
 - (b) has not been Registered with, or Played for, a club or other rugby organisation affiliated to another Provincial Union or national union after the Premier Competition Cut-Off Date (for the avoidance of doubt this will not include a Player playing only for a national representative team or touring team);
 - (c) is not captured by another Provincial Union pursuant to the *NZRU Player Movement Regulations*; and
 - (d) has completed a World Rugby Clearance from any other national union to the NZRU in compliance with *World Rugby Regulation 4 - Player Status, Player Contracts and Player Movement* by the Premier Competition Cut-Off Date (for

PART 2

the avoidance of doubt this will not include a Player playing only for a national representative team or touring team).

- 3.2 Notwithstanding Regulation 3.1(d), a World Rugby Clearance received by the NZRU on the Premier Competition Cut-Off Date by 11:59pm and approved by the NZRU as soon as practicable thereafter shall be deemed to be approved on the Premier Competition Cut-Off Date for the purposes of these Regulations.
- 3.3 A Player Registered with a club competing in a club competition under the joint control and jurisdiction of two or more Provincial Unions shall be a Local Player for the Provincial Union within whose Provincial Union boundaries the club the Player is Registered with is located.

4 LOAN PLAYERS

4.1 “Loan Player” means a Player who:

- (a) is Registered on the Premier Competition Cut-Off Date with a club competing in a competition conducted outside the control and jurisdiction of that Provincial Union; or
- (b) has Played for a club or other rugby organisation affiliated to another Provincial Union after the date set out in (a) above; or
- (c) is captured by another Provincial Union pursuant to the *NZRU Player Movement Regulations*;

provided that Player is party to a Loan Arrangement as follows:

- (d) The terms of the Loan Arrangement for that Loan Player are recorded in writing in the form set out in Schedule 1 and are not inconsistent with the Collective Agreement, including:
 - (i) the Loan Arrangement must be for a specified term, which may not exceed the Player’s Provincial Union Term or Provincial Union Development Term (as the case may be);
 - (ii) the Loan Arrangement details any circumstances under which the Loan may be terminated;
 - (iii) the Loan Arrangement may not place any constraint upon the way a Player provides Employment Services to the Borrowing Provincial Union (for example, by requiring the Player not to play against the Lending Provincial Union).
- (e) the Loan Arrangement is signed by the Lending Provincial Union, the Borrowing Provincial Union and the Loan Player and is provided to the NZRU prior to the Loan Player being included in the Playing 23 for the Borrowing Provincial Union; and
- (f) the Loan Arrangement is entered into in accordance with the following time frames:
 - (i) for a front row player, the Loan Arrangement is entered into before the Borrowing Provincial Union has played ten games in the current Premier Competition; or

PART 2

- (ii) for a player other than a front row player, the Loan Arrangement is entered into before the Borrowing Provincial Union has played five games in the current Premier Competition.
- 4.2 (a) There is no limit upon the number of Players which a Provincial Union may lend or borrow but the Playing 23 of any Premier Competition Union may not include more than six Loan Players, provided that the combined number of Overseas Players and Loan Players does not exceed six.
- (b) Notwithstanding Regulation 4.2(a), the Playing 23 of a Premier Competition Union playing in a Non-Mandatory challenge against a Heartland Championship Union may not include more than four loan players, provided that the combined number of Overseas and Loan Players does not exceed four.
- 4.3 A Player who is not a party to a Provincial Union Contract or Provincial Union Development Contract may enter into a Provincial Union Contract or Provincial Union Development Contract at any time. For the avoidance of doubt, a Lending Provincial Union must agree to a loan where that Player is not subject to a Provincial Union Contract or Provincial Union Development Contract with that Lending Provincial Union.
- 4.4 A Loan Player can only play for the Lending Provincial Union after the loan start date if:
- (a) another Lending Provincial Union Player in a similar position is injured; and
 - (b) the Loan Player agrees (whether agreed in the terms of the Loan Arrangement or at the time the other Player is injured);
- in which case the Loan Player must be named in the next Playing 23 for the Lending Provincial Union; or
- (c) the Loan end date as specified on the Loan Arrangement has passed.
- 4.5 Under no circumstances can a Loan Player be:
- (a) selected in the Playing 23 for both the Lending and Borrowing Provincial Unions in the same week of the Premier Competition; or
 - (b) loaned on more than one occasion during the current Premier Competition.

5 RETURNING NEW ZEALAND PLAYERS

5.1 “Returning New Zealand Player” means a Player who:

- (a) is eligible to play international rugby for New Zealand; and
- (b) has been Registered with, or Played for, a club or other rugby organisation affiliated to another national union after the Premier Competition Cut-Off Date (for the avoidance of doubt this will not include a Player playing only for a national representative team or touring team); and
- (c) is not captured by another Provincial Union pursuant to the NZRU *Player Movement Regulations*;

provided that:

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- (d) the Returning New Zealand Player has completed a World Rugby Clearance from the other national union to the NZRU in compliance with *World Rugby Regulation 4 - Player Status, Player Contracts and Player Movement* and is Registered with a club competing in a club competition conducted under the control and jurisdiction of that Provincial Union before that Player becomes a member of a Playing 23;
- (e) the Returning New Zealand Player has not Played for a club or other rugby organisation affiliated to a Provincial Union prior to being Registered (for the avoidance of doubt this will not include a Player playing only for a national team or touring team); and
- (f) the Returning New Zealand Player becomes a member of a Playing 23 of the Provincial Union (or a member of a Playing 22 of a Heartland Championship Union) before the Provincial Union has played five games in the current Premier Competition; and
- (g) the Provincial Union has proven to the satisfaction of the NZRU that the Returning New Zealand Player is eligible to play international rugby for New Zealand pursuant to *World Rugby Regulation 8 - Eligibility to Play for National Representative Teams* as at the start of the current Premier Competition and the NZRU has confirmed this in writing before that Player becomes a member of a Playing 23.

6 OVERSEAS PLAYERS

- 6.1 “Overseas Player” means a Player who has been Registered with, or Played for, a club or other rugby organisation affiliated to another national union after the Premier Competition Cut-Off Date (for the avoidance of doubt this will not include a Player playing only for a national representative team or touring team).

provided that:

- (a) the Overseas Player has completed a World Rugby Clearance from the other national union to the NZRU in compliance with *World Rugby Regulation 4 - Player Status, Player Contracts and Player Movement* and is Registered with a club competing in a club competition conducted under the control and jurisdiction of that Provincial Union before that Player becomes a member of a Playing 23; and
 - (b) the Overseas Player becomes a member of the Playing 23 of the Provincial Union before the Provincial Union has played five games in the current Premier Competition.
- 6.2 (a) The Playing 23 of any Premier Competition Union must not include more than two Overseas Players, provided that the combined number of Overseas Players and Loan Players does not exceed six.
- (b) Notwithstanding Regulation 6.2(a), the combined number of Overseas and Loan Players in the Playing 23 of a Premier Competition Union playing in a Non-Mandatory Challenge against a Heartland Championship Union must not exceed four.

Part 3 • Heartland Championship

7 INTRODUCTION

- 7.1 This Part governs which Players can play in the Heartland Championship or for a Heartland Championship Union in the Ranfurly Shield.
- 7.2 The Playing 22 of any Heartland Championship Union for the Heartland Championship and the Playing 23 for the Ranfurly Shield shall consist only of Players who are:
- (a) Local Players in accordance with clause 8;
 - (b) Loan Players in accordance with clause 9;
 - (c) Returning New Zealand Players in accordance with clause 10;
 - (d) Overseas Players in accordance with clause 11;
 - (e) Players of Origin in accordance with clause 12.
- 7.3 By 4pm on the Friday two weeks before the Heartland Championship commences, each Heartland Championship Union will provide the NZRU with:
- (a) its Pre-Season Squad Information; and
 - (b) its Pre-Season Statutory Declaration.

For the avoidance of doubt, the information provided must be complete, and must not be false or misleading.

- 7.4 Before a Player is eligible to participate in the Heartland Championship the Provincial Union must advise the NZRU in writing, either as part of the Pre-Season Squad Information or otherwise, that it is satisfied that the player is eligible to participate in the Heartland Championship for that Provincial Union.
- 7.5 In accordance with World Rugby Guidelines a Player must be at least 18 years of age as at the date of the first match of the Heartland Championship in order to participate in the Heartland Championship. Further, any Provincial Union wishing to select a Player who is 18 years of age and remains eligible for the New Zealand Secondary Schools rugby team as at the day of the first match in the Heartland Championship as part of the Playing 22 for a Heartland Championship match (or a member of a Playing 23 for a Ranfurly Shield match) must obtain prior written approval from the NZRU. NZRU High Performance will assess the Players overall workload, taking into account all school, provincial and national representative rugby commitments the Player has performed during the year, in consultation with the Provincial Union and the Player. The purpose of this assessment is to determine whether it is in the best welfare and development interests of the Player to play as an 18 year old in the Heartland Championship.
- 7.6 A Player that has been named in a Playing 23 in the current Premier Competition is not eligible to play in the current Heartland Championship, whether pursuant to a Loan Arrangement, a Player of Origin Agreement, or otherwise.
- 7.7 Notwithstanding Regulation 7.6, a Player is eligible to play in the current Heartland Championship where the Player:

PART 3

- (a) is the subject of a Loan Arrangement or a Player of Origin Agreement between a Heartland Championship Union and a Premier Competition Union; and
- (b) has been named in a Playing 22 in the current Heartland Championship; and
- (c) subsequently is recalled to his Premier Competition Union following an injury to a player in a similar position, and is named in the Playing 23 of that Premier Competition Union; and
- (d) subsequently returns to the Heartland Championship Union pursuant to the original Loan Arrangement or Player of Origin Agreement.

8 LOCAL PLAYERS

8.1 “Local Player” means a Player who:

- (a) is Registered with a club competing in a competition conducted under the control and jurisdiction of that Provincial Union; and
- (b) has not been Registered with, or Played for, a club or other rugby organisation affiliated to another Provincial Union or national union after the Heartland Championship Cut-Off Date (for the avoidance of doubt this will not include a Player playing only for a national representative team or touring team); and
- (c) if not eligible to play international rugby for New Zealand, arrived in New Zealand on or before the first Friday of June and has resided in New Zealand since arrival; and
- (d) has completed a World Rugby Clearance from any other national union to the NZRU in compliance with *World Rugby Regulation 4 - Player Status, Player Contracts and Player Movement* by the Heartland Championship Cut-Off Date (for the avoidance of doubt this will not include a Player playing only for a national representative team or touring team).

8.2 Notwithstanding Regulation 8.1(d), a World Rugby Clearance received by the NZRU on the Heartland Championship Cut-Off Date by 11:59pm and approved by the NZRU as soon as practicable thereafter shall be deemed to be approved on the Heartland Championship Cut-Off Date for the purposes of these Regulations.

8.3 A Player Registered with a club competing in a club competition under the joint control and jurisdiction of two or more Provincial Unions shall be a Local Player for the Provincial Union within whose Provincial Union boundaries the club the Player is Registered with is located.

9 LOAN PLAYERS

9.1 “Loan Player” means a Player who:

- (a) is Registered on Heartland Championship Cut-Off Date with a club competing in a competition conducted outside the control and jurisdiction of that Provincial Union; or
- (b) has Played for a club or other rugby organisation affiliated to another Provincial Union after the date set out in (a) above; or
- (c) is captured by another Provincial Union pursuant to the NZRU Player Movement Regulations;

provided that Player is party to a Loan Arrangement as follows:

- (d) the terms of the Loan Arrangement for that Loan Player are recorded in writing in the form set out in Schedule 1;
- (e) the Loan Arrangement is signed by the Lending Provincial Union, the Borrowing Provincial Union and the Loan Player and is provided to the NZRU prior to the Loan Player being included in the Playing 22 for the Borrowing Provincial Union; and
- (f) the Loan Player becomes a member of a Playing 22 for the Borrowing Provincial Union before the conclusion of Week Five of the current Heartland Championship.

9.2 There is no limit upon the number of Players that a Provincial Union may lend or borrow but the Playing 22 of any Heartland Championship Union may not include more than three Loan Players and one Player of Origin, and the combined number of Overseas Players and Loan Players must not exceed three.

9.3 A Loan Player can only play for the Lending Provincial Union after having played for the Borrowing Provincial Union if:

- (a) another Lending Provincial Union Player in a similar position is injured; and
- (b) the Loan Player agrees (whether agreed in the terms of the Loan Arrangement or at the time the other Player is injured);

in which case the Loan Player must be selected in the next Playing 22 for the Lending Provincial Union.

10 RETURNING NEW ZEALAND PLAYERS

10.1 “Returning New Zealand Player” means a Player who:

- (a) is eligible to play international rugby for New Zealand; and
- (b) has been Registered with, or Played for, a club or other rugby organisation affiliated to another national union after Heartland Championship Cut-Off Date (for the avoidance of doubt this will not include a Player playing only for a national representative team or touring team); and
- (c) is not captured by another Provincial Union pursuant to the NZRU Player Movement Regulations;

provided that:

- (d) the Returning New Zealand Player has completed a World Rugby Clearance from the other national union to the NZRU in compliance with *World Rugby Regulation 4 - Player Status, Player Contracts and Player Movement* and is Registered with a club competing in a club competition conducted under the control and jurisdiction of that Provincial Union before that Player becomes a member of a Playing 22;
- (e) the Returning New Zealand Player has not Played for a club or other rugby organisation affiliated to a Provincial Union prior to being Registered (for the avoidance of doubt this will not include a Player playing only for a national team or touring team); and

- (f) the Returning New Zealand Player becomes a member of a Playing 22 of the Provincial Union before the conclusion of Week Five of the current Heartland Championship; and
- (f) the Provincial Union has proven to the satisfaction of the NZRU that the Returning New Zealand Player is eligible to play international rugby for New Zealand pursuant to *World Rugby Regulation 8 - Eligibility to Play for National Representative Teams* as at the start of the current Heartland Championship Competition and the NZRU has confirmed this in writing before that Player becomes a member of a Playing 22.

11 OVERSEAS PLAYERS

11.1 “Overseas Player” means a Player who:

- (a) is eligible to play international rugby for New Zealand and has been Registered with, or Played for, a club or other rugby organisation affiliated to another national union after the Heartland Championship Cut-Off Date (for the avoidance of doubt this will not include a Player playing only for a national representative team or touring team); or
- (b) is not eligible to play international rugby for New Zealand and arrived in New Zealand after the Heartland Championship Cut-Off Date.

provided that:

- (c) the Overseas Player has completed a World Rugby Clearance from the other national union to the NZRU in compliance with *World Rugby Regulation 4 - Player Status, Player Contracts and Player Movement* and is Registered with a club competing in a club competition conducted under the control and jurisdiction of that Provincial Union before that Player becomes a member of a Playing 22; and
- (d) the Overseas Player becomes a member of the Playing 22 of the Provincial Union before the conclusion of Week Five of the current Heartland Championship.

11.2 The Playing 22 (or the Playing 23 for a Ranfurly Shield match) of any Heartland Championship Union must not include more than one Overseas Player, and the combined number of Overseas Players and Loan Players must not exceed three.

12 PLAYER OF ORIGIN

12.1 “Player of Origin” means a Player who:

- (a) is Registered on the Heartland Championship Cut-Off Date with a club competing in a competition conducted outside the control and jurisdiction of that Provincial Union; or
- (b) has Played for a club or other rugby organisation affiliated to another Provincial Union after the date set out in (a) above; or
- (c) is captured by another Provincial Union pursuant to the *NZRU Player Movement Regulations*; and
- (d) during at least three years in which the player was aged 9-18 years (inclusive), played rugby for either a club or school based in that Provincial Union

provided that Player is party to a Player of Origin Agreement as follows:

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- (e) the Agreement is signed by the Original Provincial Union, the Current Provincial Union and the Player of Origin and is provided to the NZRU prior to the Player of Origin being named in the Playing 22 for the Original Provincial Union; and
- (f) the Player of Origin is named in a Playing 22 of the Original Provincial Union before the conclusion of Week Five of the current Heartland Championship.

provided that a Playing 22 (or the Playing 23 for a Ranfurly Shield match) may contain only one Player of Origin.

12.2 A Player of Origin can only play for the Current Provincial Union after having played for the Original Provincial Union in the same season if:

- (a) another Current Provincial Union Player in a similar position is injured; and
- (b) the Player of Origin agrees (whether agreed in the terms of the Player of Origin Arrangement or at the time the other Player is injured);

in which case the Player of Origin must be named in the next Playing 22 for the Current Provincial Union.

Part 4 • General

13 CHANGES TO REGULATIONS

13.1 These Regulations have been developed pursuant to the Collective Agreement.

13.2 In the event the NZRU wishes to make amendments to these Regulations it must comply with the following process:

- (a) in the first instance, the NZRU must meet with the RPC and attempt to obtain its agreement to any amendment;
- (b) if the RPC withholds agreement, the NZRU may proceed to make the amendment (provided that, in that event the RPC may seek to rely upon the problem resolution provisions of the Collective Agreement).

14 BREACH OF REGULATIONS

14.1 Any breach of these Regulations by a Provincial Union will be dealt with by the NZRU in accordance with clause 14 of the *NZRU Domestic Competition Regulations*.

14.2 Prior to reaching a conclusion that there has been a breach of these Regulations, the NZRU will notify the RPC of the nature of the alleged breach and provide the RPC with access to any information and an opportunity to have input into the investigation of any alleged breach, including any submissions RPC wish to make about penalty.

LOAN ARRANGEMENT FORM

Parties

Player Name:

Lending Provincial Union:

Borrowing Provincial Union:

Loan Period

Loan Start Date:

Loan Expiry Date:

Terms of Loan

I DO/DO NOT (*circle one*) wish to return to my Lending Provincial Union in the event of an injury to another Lending Provincial Union Player in a similar position.

Other Terms: (*please list any additional terms here, use the reverse if necessary*)

Consents and Confirmations

.....
(*Signature of Player*) (*Date*)

Name of Lending Provincial Union:

.....
(*Signature of Authorised Person from the Lending Provincial Union*)

Name: Position: Date:

Name of Borrowing Provincial Union:

.....
(*Signature of Authorised Person from the Borrowing Provincial Union*)

Name: Position: Date:

PLAYER OF ORIGIN AGREEMENT FORM

Parties

Player Name:

Current Provincial Union:

Original Provincial Union:

Period

Start Date:

Expiry Date:

Terms

I DO/DO NOT (*circle one*) wish to return to my Current Provincial Union in the event of an injury to another Current Provincial Union Player in a similar position.

Other Terms: (*please list any additional terms here, use the reverse if necessary*)

Consents and Confirmations

.....
(*Signature of Player*) (*Date*)

Name of Current Provincial Union:

.....
(*Signature of Authorised Person from the Current Provincial Union*)

Name: Position: Date:

Name of Original Provincial Union:

.....
(*Signature of Authorised Person from the Original Provincial Union*)

Name: Position: Date:

NEW ZEALAND RUGBY UNION

Competition Regulations Handbook • 2018

Player Movement

NEW ZEALAND RUGBY UNION

2017/2018 Captured Players

The following is a list of all 2017/2018 Captured Players in alphabetical order by surname. This list includes both Premier Competition Captured Players and Heartland Championship Captured Players. The list provides a player's status for 2017. It does not give any information about their contractual status for 2018.

The Transfer Period will remain open until 10 August 2018 for players wishing to play in the 2018 Premier Competition.

Any player on this list must transfer in accordance with the *NZRU Player Movement Regulations* if he wishes to be eligible to play for a Provincial Union different to the one listed.

To understand the process for transferring players please refer to the *NZRU Player Movement Regulations*.

2018 CAPTURED PLAYERS

Abel	Jacob	Bay of Plenty	Academy
Abraham	Damon	Counties Manukau	PU or PU Development Contract
Aca Raitubei	Sakenasa	Canterbury	Heartland
Adams	Sam	King Country	Heartland
Adams	Jarred	Counties Manukau	PU or PU Development Contract
Ah Kuoi	Naitoa	Wellington	Academy
Ah Wong	Nigel	Counties Manukau	PU or PU Development Contract
Ahio	Ulu-ki Ha'amea	Wellington	PU or PU Development Contract
Ahki	Pita	Waikato	PU or PU Development Contract
Ainley	Alexander	Tasman	PU or PU Development Contract
Akana	Semisi	Poverty Bay	Heartland
Akauola-Laula	John	Auckland	PU or PU Development Contract
Alaalatoa	Michael	Manawatu	PU or PU Development Contract
Alabaster	Robbie	King Country	Heartland
Alaimalo	Solomona	Northland	PU or PU Development Contract
Alfeld	Steve	Canterbury	PU or PU Development Contract
Allan	Harrison	Canterbury	PU or PU Development Contract
Allardice	Michael	Hawkes Bay	PU or PU Development Contract
Allen	Tommy	Crusaders	Academy
Allen	Patrick	East Coast	Heartland
Allen	Juston	Poverty Bay	Heartland
Alofa	Manuele	King Country	Heartland
Anderson	Zeke	Northland	Academy
Anderson	Shayne	Canterbury	Heartland
Anderson	Hayden	Bay of Plenty	Heartland
Anderson	Robbie	Wairarapa Bush	Heartland
Anderson-Heather	Samuel	Otago	PU or PU Development Contract
Andrew	Mark	Mid-Canterbury	Heartland
Andrews	Jonny	South Canterbury	Heartland
Aoake	Jarvy	Hawkes Bay	PU or PU Development Contract
Aoake	Tomas	Tasman	PU or PU Development Contract
Aoina	Jonah	Otago	PU or PU Development Contract
Apikotoa	Joseph	Wellington	PU or PU Development Contract
Apisai	Leni	Wellington	PU or PU Development Contract
Apoua	Christopher	Northland	PU or PU Development Contract
Ardron	Tyler	Bay of Plenty	PU or PU Development Contract
Armstrong	Brad	Bay of Plenty	PU or PU Development Contract
Armstrong	Fraser	Manawatu	PU or PU Development Contract
Asi	Sione	Manawatu	PU or PU Development Contract
Aso	Vince	Auckland	PU or PU Development Contract
Asomua	Fuifatu	Counties Manukau	Academy
Asomua	Suetena	Counties Manukau	PU or PU Development Contract

Asomua-Goodman	Brendan	Tasman	PU or PU Development Contract
Atkins	Paddy-Joe	Northland	PU or PU Development Contract
Aumua	Asafo	Wellington	PU or PU Development Contract
Aumua	Levi	Tasman	PU or PU Development Contract
Aumua-Peseta	Ben	Wellington	Academy
Axtens	Matthew	Bay of Plenty	PU or PU Development Contract
Babe	Lawrence	West Coast	Heartland
Bagshaw	Sean	Counties Manukau	PU or PU Development Contract
Baker	Cyrus	Manawatu	Heartland
Baker	Kurt	Manawatu	PU or PU Development Contract
Baldwin	Cole	Wanganui	Heartland
Barbarich	Timothy	East Coast	Heartland
Barlow	Thomas	Northland	Academy
Barnes	Nicholas	King Country	Heartland
Barrett	Beauden	Taranaki	PU or PU Development Contract
Barrett	Jordie	Taranaki	PU or PU Development Contract
Barrett	Scott	Taranaki	PU or PU Development Contract
Barrow	Luke	Buller	Heartland
Bartlett	Verdon	East Coast	Heartland
Bateman	Timothy	Canterbury	PU or PU Development Contract
Baumann	Chris	Hawkes Bay	PU or PU Development Contract
Baverstock	Joshua	Counties Manukau	Academy
Bayliss	Jarred	Thames Valley	Heartland
Beckham	Marac	South Canterbury	Heartland
Bedwell-Curtis	Heiden	Manawatu	PU or PU Development Contract
Beech	Eden	Crusaders	Academy
Bell	Mikaere	Taranaki	Academy
Ben-Nicholas	Teariki	Wellington	PU or PU Development Contract
Bentley	Matt	Mid-Canterbury	Heartland
Bergin	Jack	North Harbour	Academy
Beveridge	Phil	Buller	Heartland
Bezanilla-Corte	Pedro	Rugby Southland	Academy
Bickle	Paul	Hawkes Bay	Academy
Biddle	Rewita	Bay of Plenty	PU or PU Development Contract
Bird	Dominic	Canterbury	PU or PU Development Contract
Bishop	Pera	East Coast	Heartland
Bishop	Spencer	Horowhenua-Kapiti	Heartland
Black	Cameron	Manawatu	PU or PU Development Contract
Black	Otere	Manawatu	PU or PU Development Contract
Blackadder	Ethan	Tasman	PU or PU Development Contract
Blackburn	Tyler	Mid-Canterbury	Heartland
Blackwell	James	Wellington	PU or PU Development Contract
Blake	Hugh	Bay of Plenty	PU or PU Development Contract

Blundell	Tim	Northland	PU or PU Development Contract
Blyde	Cole	Taranaki	Academy
Blyde	Liam	Taranaki	Academy
Bokser	Joshua	Hawkes Bay	Academy
Bond	Timothy	Northland	PU or PU Development Contract
Bonisch	Robbie	Buller	Heartland
Bonnar	Ben	Thames Valley	Heartland
Bonnington	Logan	Mid-Canterbury	Heartland
Booth	Jamie	Manawatu	PU or PU Development Contract
Boshier	Lachlan	Taranaki	PU or PU Development Contract
Boswell	William	Counties Manukau	Academy
Bowden	Daniel	Auckland	PU or PU Development Contract
Bower	George	Otago	PU or PU Development Contract
Boyce-Goldsmith	Lorne	East Coast	Heartland
Boys	Timothy	Rugby Southland	PU or PU Development Contract
Bradley	Alex	Waikato	Heartland
Bradley	Trent	Northland	Academy
Brady	James	Counties Manukau	Academy
Braidwood	Mark	Hawkes Bay	PU or PU Development Contract
Breen	Peter	Northland	PU or PU Development Contract
Brewer	Harrison	Manawatu	PU or PU Development Contract
Brice	Luke	South Canterbury	Heartland
Bridge	George	Canterbury	PU or PU Development Contract
Brighouse	Hannon	Hawkes Bay	PU or PU Development Contract
Brighouse	Donald	Otago	PU or PU Development Contract
Broadhurst	James	Taranaki	PU or PU Development Contract
Broughton	Jarryd	Bay of Plenty	Academy
Brown	Joshua	Wellington	Academy
Brown	Meke-Pio	Poverty Bay	Heartland
Brown	Baven	King Country	Heartland
Brown	Antini	North Otago	Heartland
Brown	Jed	Canterbury	PU or PU Development Contract
Brown	Mitchell	Taranaki	PU or PU Development Contract
Brown	Jahrome	Waikato	PU or PU Development Contract
Brownlee	Luke	Buller	Heartland
Bryce	Henry	South Canterbury	Heartland
Buchan	Joshua	Otago	PU or PU Development Contract
Buchanan	Ryan	East Coast	Heartland
Buckley	Michael	Wellington	PU or PU Development Contract
Buckman	Richard	Hawkes Bay	PU or PU Development Contract
Budd	Kaydin	Bay of Plenty	Academy
Bulirarua	Sireli	South Canterbury	Heartland
Bulirarua	Sefafano	South Canterbury	Heartland

Bulitavu	Toimoci	North Otago	Heartland
Burmeister	Ian	Manawatu	PU or PU Development Contract
Burn	Adam	Waikato	PU or PU Development Contract
Burnett	Anthony	Canterbury	PU or PU Development Contract
Burr	Shaun	King Country	Heartland
Cadwallader	Tim	Manawatu	PU or PU Development Contract
Cagialau	Lemeki	Tasman	PU or PU Development Contract
Caird	Sam	Waikato	PU or PU Development Contract
Cairns	Christopher	Manawatu	Academy
Cairns	Roger	Thames Valley	Heartland
Cairns	Chris	Manawatu	PU or PU Development Contract
Callander	Troy	Bay of Plenty	PU or PU Development Contract
Cameron	Scott	Horowhenua-Kapiti	Heartland
Cameron	Simon	West Coast	Heartland
Cameron	Brett	Canterbury	PU or PU Development Contract
Campbell	Brendon	Wairarapa Bush	Heartland
Campbell	Luke	Bay of Plenty	PU or PU Development Contract
Campbell	Tyler	Waikato	PU or PU Development Contract
Cane	Sam	Bay of Plenty	PU or PU Development Contract
Capil	Jack	Rugby Southland	PU or PU Development Contract
Carmichael	Carl	King Country	Heartland
Carroll	Aaron	Bay of Plenty	Heartland
Casey	Joseph	Counties Manukau	Academy
Caucau	Nete	Mid-Canterbury	Heartland
Chambers	Michael	East Coast	Heartland
Cherrington	James-Ahikaroa	Northland	Academy
Choat	Adrian	Auckland	PU or PU Development Contract
Christensen	Ethan	King Country	Heartland
Christie	Thomas	Canterbury	PU or PU Development Contract
Christie	Finlay	Tasman	PU or PU Development Contract
Christie	Shane	Tasman	PU or PU Development Contract
Christie	Samuel	Waikato	PU or PU Development Contract
Church	Dean	King Country	Heartland
Cirikidaveta	Te Ahiwaru	Tasman	PU or PU Development Contract
Clare	Craig	Wanganui	Heartland
Clark	Levi	Northland	Academy
Clark	Joshua	Otago	Heartland
Clarke	Caleb	Auckland	PU or PU Development Contract
Cobb	Robert	Auckland	PU or PU Development Contract
Coleman	Donald	North Harbour	PU or PU Development Contract
Coles	Dane	Wellington	PU or PU Development Contract
Coll	Kieran	South Canterbury	Heartland
Coll	Adam	Manawatu	PU or PU Development Contract

Collett	Connor	North Harbour	PU or PU Development Contract
Collier	Pryor	Auckland	PU or PU Development Contract
Collier	Dylan	Waikato	PU or PU Development Contract
Collins	Michael	Otago	PU or PU Development Contract
Coltman	Liam	Otago	PU or PU Development Contract
Conway	Fraser	North Harbour	Academy
Cook	Jacob	Poverty Bay	Heartland
Coombes-Fabling	Liam	Waikato	Academy
Costa	Nicolas	Auckland	PU or PU Development Contract
Counsell	Mario	Poverty Bay	Heartland
Cowan	Quinton	Rugby Southland	PU or PU Development Contract
Cowley	Pelefofoga	Waikato	PU or PU Development Contract
Cowley-Mariner	Gerard	North Harbour	PU or PU Development Contract
Coxon	Ryan	Tasman	PU or PU Development Contract
Crackett	Stephen	Buller	Heartland
Cranston	Edward	Wairarapa Bush	Heartland
Cridge	Geoffrey	Hawkes Bay	PU or PU Development Contract
Crockett	Wyatt	Canterbury	PU or PU Development Contract
Crosswell	Nicholas	Manawatu	PU or PU Development Contract
Crotty	Ryan	Canterbury	PU or PU Development Contract
Crouchley	David	West Coast	Heartland
Crowley	Cameron	Wanganui	Heartland
Crowley	Logan	Taranaki	PU or PU Development Contract
Crozier	Thomas	Canterbury	PU or PU Development Contract
Cruden	Aaron	Manawatu	PU or PU Development Contract
Cumming	Nickolas	Canterbury	Heartland
Curtis	Ambrose	Manawatu	PU or PU Development Contract
Curuki	Joseva	King Country	Heartland
Dabek	Aleks	Auckland	PU or PU Development Contract
Dabenaise	Kaveni	Wanganui	Heartland
Dafel	Ryan	Crusaders	Academy
Dagg	Israel	Hawkes Bay	PU or PU Development Contract
Dais	Josh	King Country	Heartland
Dalley	Cheyenne	Bay of Plenty	Academy
Dalzell	Alex	Wellington	PU or PU Development Contract
Dalzell	Hamish	Canterbury	PU or PU Development Contract
Daniela	Liam	Counties Manukau	PU or PU Development Contract
Darby	Keith	South Canterbury	Heartland
Darling	Ralph	North Otago	Heartland
Daurua	Ratu	Bay of Plenty	Heartland
Davey	Joshua	Bay of Plenty	PU or PU Development Contract
Davidson	Theo	South Canterbury	Heartland
Davies	Laman	East Coast	Heartland

Davis	Daniel	West Coast	Heartland
Dawai	Mosese	Otago	Academy
Dawes	Morgan	North Otago	Heartland
de Groot	Ethan	Rugby Southland	PU or PU Development Contract
Delany	Michael	Bay of Plenty	PU or PU Development Contract
Devery	Jacob	Hawkes Bay	PU or PU Development Contract
Dibben	Simon	Wanganui	Heartland
Dickson	Samuel	Otago	PU or PU Development Contract
Dickson	Joshua	Otago	PU or PU Development Contract
Dixon	Ashley	Hawkes Bay	PU or PU Development Contract
Dixon	Elliot	Rugby Southland	PU or PU Development Contract
Doak	Chris	Thames Valley	Heartland
Dominikovich-Murray	Sinclair	Auckland	PU or PU Development Contract
Donald	Stephen	Counties Manukau	PU or PU Development Contract
Donaldson	Zachary	Hawkes Bay	PU or PU Development Contract
Donlan	Jackson	Mid-Canterbury	Heartland
Doolan	Todd	North Harbour	PU or PU Development Contract
Dorgan	Daniel	Canterbury	Heartland
Douglas	Murray	Northland	PU or PU Development Contract
Drake	Danny	North Harbour	PU or PU Development Contract
Drew	Mitchell	Hawkes Bay	Academy
Drummond	Mitchell	Canterbury	PU or PU Development Contract
Du Plessis	Dylan	Counties Manukau	Academy
Duff	Eric	Mid-Canterbury	Heartland
Duff	Mathew	North Otago	Heartland
Duffie	Matthew	North Harbour	PU or PU Development Contract
Duncan	Glen	Buller	Heartland
Dunlop	Ezra	Waikato	Academy
Dunn	Pasqualle	Hawkes Bay	PU or PU Development Contract
Dunshea	Lyndon	Auckland	PU or PU Development Contract
Dunshea	Mitchell	Canterbury	PU or PU Development Contract
Dunster	Aarin	King Country	Heartland
Dyer	Gregory	Rugby Southland	PU or PU Development Contract
Eade	Scott	Rugby Southland	PU or PU Development Contract
Easton	Lance	Thames Valley	Heartland
Eaton	Christopher	Hawkes Bay	PU or PU Development Contract
Eden-Whaitiri	Joshua	Hawkes Bay	PU or PU Development Contract
Edwards	Liam	Hawkes Bay	Heartland
Egelstaff	David	Buller	Heartland
Eklund	Kurt	Auckland	PU or PU Development Contract
Eksteen	Izak	Horowhenua-Kapiti	Heartland
Elkington-MacDonald	Tyrone	Auckland	PU or PU Development Contract
Ellis	Anthony	Buller	Heartland

Elworthy	Rupert	Canterbury	Heartland
Emerson	Mason	Hawkes Bay	PU or PU Development Contract
Emery	Jason	Manawatu	PU or PU Development Contract
Enari	Ereatara	Canterbury	PU or PU Development Contract
Ennor	Braydon	Canterbury	PU or PU Development Contract
Erceg	Tim	Thames Valley	Heartland
Evans	Gareth	Hawkes Bay	PU or PU Development Contract
Eves	Chris	Manawatu	PU or PU Development Contract
Ewe	Nikora	Wairarapa Bush	Heartland
Faamoana	Dexter	Auckland	PU or PU Development Contract
Fa'anana-Schultz	Jamason	Auckland	PU or PU Development Contract
Fa'auli	Jonathan	Taranaki	PU or PU Development Contract
Faddes	Matthew	Otago	PU or PU Development Contract
Fahamokioa	Otutolu	Wellington	PU or PU Development Contract
Fahey	Gilbert	West Coast	Heartland
Faiane	Wiseguy	Auckland	PU or PU Development Contract
Faiane	TJ	Auckland	PU or PU Development Contract
Fainganuku	Leicester	Tasman	PU or PU Development Contract
Fainganuku	Lotima	Tasman	PU or PU Development Contract
Fairlie	Te Peehi	East Coast	Heartland
Faitotoa	Gerard	Wellington	Heartland
Faiva	Hame	Waikato	PU or PU Development Contract
Fakatava	Folau	Hawkes Bay	Academy
Fakatoufifita	Junior	North Otago	Heartland
Falcon	Tiaan	Hawkes Bay	PU or PU Development Contract
Faleafa	Michael	Northland	PU or PU Development Contract
Falekaono	Isileli	Counties Manukau	Academy
Farrell	Timothy	Hawkes Bay	PU or PU Development Contract
Fatialofa	Michael	Auckland	PU or PU Development Contract
Feaunati-Tuia	James	Wellington	PU or PU Development Contract
Fehoko	Tevita	Manawatu	PU or PU Development Contract
Fekitoa	Malakai	Auckland	PU or PU Development Contract
Ferguson	Jarrold	West Coast	Heartland
Fetu	Matthew	South Canterbury	Heartland
Fidow	Alex	Wellington	PU or PU Development Contract
Fifita	Losi	Wellington	PU or PU Development Contract
Fifita	Salesi	Waikato	PU or PU Development Contract
Fifita	Sione	Counties Manukau	PU or PU Development Contract
Fifita	Walter	Counties Manukau	PU or PU Development Contract
Filipo	Vaea	Wellington	PU or PU Development Contract
Finau	Benjamin	Tasman	PU or PU Development Contract
Finau	Irwin	Counties Manukau	PU or PU Development Contract
Finau	Kaveinga	Canterbury	PU or PU Development Contract

Finau	Samuela	Auckland	Heartland
Fineanganofu	Penisoni	Auckland	PU or PU Development Contract
Fisiiahi	Glen	Counties Manukau	PU or PU Development Contract
Fisiihoi	Siegfried	Bay of Plenty	PU or PU Development Contract
Fitzgerald	Ned	Bay of Plenty	Academy
Fitzsimons	Harry	Counties Manukau	Academy
Fitzsimons	Liam	Counties Manukau	Academy
Flanders	Devan	Hawkes Bay	Academy
Fleming	Jesse	Poverty Bay	Heartland
Florence	Tom	Taranaki	PU or PU Development Contract
Flynn	Corey	West Coast	Heartland
Foe	Gregory	Wellington	PU or PU Development Contract
Foketi	Lalakai	Bay of Plenty	PU or PU Development Contract
Folau	George	South Canterbury	Heartland
Folau	Sefafano	South Canterbury	Heartland
Foliaki	Nikolai	Auckland	PU or PU Development Contract
Fomai	Neria	Rugby Southland	PU or PU Development Contract
Fonoti	Logan	Counties Manukau	Academy
Foord	Dan	West Coast	Heartland
Fosita	Latiume	Auckland	PU or PU Development Contract
Fotheringham	Ben	Rugby Southland	PU or PU Development Contract
Foxley	Nicholas	Crusaders	Academy
Franklin	Thomas	Bay of Plenty	PU or PU Development Contract
Franks	Owen	Canterbury	PU or PU Development Contract
Fransen	Dan	Mid-Canterbury	Heartland
Fredericks	Vernon	Tasman	PU or PU Development Contract
Frizell	Shannon	Tasman	PU or PU Development Contract
Fryatt	Max	Manawatu	PU or PU Development Contract
Fukofuka	Bill	Rugby Southland	PU or PU Development Contract
Fukofuka	Leon	Auckland	PU or PU Development Contract
Funaki	Apikakalaia	Bay of Plenty	PU or PU Development Contract
Funnell	Ben	Canterbury	PU or PU Development Contract
Furniss	Sam	Counties Manukau	PU or PU Development Contract
Furno	Joshua	Otago	PU or PU Development Contract
Gaffney	Ciaran	Otago	PU or PU Development Contract
Gallagher	Mike	Bay of Plenty	Heartland
Gammie	Samuel	Wairarapa Bush	Heartland
Garden-Bachop	Connor	Canterbury	PU or PU Development Contract
Garden-Bachop	Jackson	Wellington	PU or PU Development Contract
Gardner	Matthew	Hawkes Bay	PU or PU Development Contract
Garland	Mathew	Bay of Plenty	PU or PU Development Contract
Gatland	Bryn	North Harbour	PU or PU Development Contract
Gawler	Chris	Canterbury	PU or PU Development Contract
Gibb	Nigel	Canterbury	PU or PU Development Contract

Gibson	Blake	Auckland	PU or PU Development Contract
Gilbert	Tremaine	Wanganui	Heartland
Gilbert	Troy	Northland	PU or PU Development Contract
Giles	Nathan	Hawkes Bay	Academy
Gilmore	Jarred	South Canterbury	Heartland
Giltrap	Liam	Manawatu	PU or PU Development Contract
Gjaltema	Lewis	North Harbour	PU or PU Development Contract
Godwin	Samuel	Canterbury	PU or PU Development Contract
Goodes	Norman	Wellington	PU or PU Development Contract
Goodger	James	Wairarapa Bush	Heartland
Goodhue	Jack	Northland	PU or PU Development Contract
Goodhue	Joshua	Northland	PU or PU Development Contract
Goodin	Lucas	Hawkes Bay	PU or PU Development Contract
Goosen	Wesley	Wellington	PU or PU Development Contract
Graham	Mitchell	Taranaki	PU or PU Development Contract
Green	Richard	East Coast	Heartland
Green	Michael	Canterbury	PU or PU Development Contract
Gregory	Scott	Northland	PU or PU Development Contract
Grogan	James	Poverty Bay	Heartland
Grogan	William	Poverty Bay	Heartland
Grooby	Jack	Crusaders	Academy
Groundwater	Harrison	North Harbour	PU or PU Development Contract
Guildford	Zachary	Waikato	PU or PU Development Contract
Guthrie	Matthew	Taranaki	Academy
Guyton	Billy-John	Tasman	PU or PU Development Contract
Haerewa	Hone	Wellington	Heartland
Haimona	Kelly	Bay of Plenty	PU or PU Development Contract
Haira	Tipene	Wairarapa Bush	Heartland
Hakaraia	Gabriel	Wanganui	Heartland
Hala	Kalione	Counties Manukau	PU or PU Development Contract
Halafihi	Toa	Taranaki	PU or PU Development Contract
Halaleva	Lisala	Otago	Heartland
Halanukonuka	Siosia	Tasman	PU or PU Development Contract
Halder	Philip	Rugby Southland	PU or PU Development Contract
Hall	Bryn	North Harbour	PU or PU Development Contract
Hallam-Eames	Liam	Manawatu	PU or PU Development Contract
Halley	George	Poverty Bay	Heartland
Hamelink	Ben	Hawkes Bay	PU or PU Development Contract
Hames	Kane	Tasman	PU or PU Development Contract
Hamilton	Beau	Thames Valley	Heartland
Hamilton	Nathaniel	West Coast	Heartland
Hammer	Kurt	Otago	PU or PU Development Contract
Hammington	Kayne	Manawatu	PU or PU Development Contract

Hammond	Fraser	Wanganui	Heartland
Hanham-Carter	Tom	Mid-Canterbury	Heartland
Hann	Hayden	Hawkes Bay	PU or PU Development Contract
Harding	Nick	Wanganui	Heartland
Harmon	William	Canterbury	PU or PU Development Contract
Harmon	Levi	Wellington	PU or PU Development Contract
Harris	Nathan	Bay of Plenty	PU or PU Development Contract
Harris	Kyle	Otago	PU or PU Development Contract
Harrison	Charles	East Coast	Heartland
Harrison Jones	Quinn	Crusaders	Academy
Hart	Matt	Thames Valley	Heartland
Hart	Campbell	Wanganui	Heartland
Hart-Strawbridge	Finn	Canterbury	PU or PU Development Contract
Harvard	Fale	North Otago	Heartland
Hathaway	Matthew	Manawatu	PU or PU Development Contract
Haugh	Taylor	Otago	PU or PU Development Contract
Hauti-Parapara	Kemara	Wellington	PU or PU Development Contract
Havili	William	Tasman	PU or PU Development Contract
Havili	David	Tasman	PU or PU Development Contract
Hawkey	James	Tasman	PU or PU Development Contract
Hawkins	Daniel	Northland	PU or PU Development Contract
Hayes	Ricky	Hawkes Bay	PU or PU Development Contract
Heath	Logan	West Coast	Heartland
Hedley	Joshua	Buller	Heartland
Heighton	Jack	North Harbour	PU or PU Development Contract
Hellier	Ken	South Canterbury	Heartland
Hemi	Cody	Wanganui	Heartland
Hemopo	Bradley	Canterbury	PU or PU Development Contract
Hemopo	Jackson	Manawatu	PU or PU Development Contract
Henare	Atutahi	Manawatu	PU or PU Development Contract
Henderson	Philip	South Canterbury	Heartland
Henderson	Brice	Manawatu	PU or PU Development Contract
Henwood	Samuel	Counties Manukau	PU or PU Development Contract
Hepetema	Terrence	Bay of Plenty	PU or PU Development Contract
Hewiton	Ben	South Canterbury	Heartland
Heywood	Tom	Mid-Canterbury	Heartland
Hickey	Jonathan	Auckland	PU or PU Development Contract
Hill	Matthew	Counties Manukau	Academy
Hill	Tamanui	Poverty Bay	Heartland
Hill	Shaun	Thames Valley	Heartland
Hill	Joshua	Otago	PU or PU Development Contract
Hill	Tom	Tasman	PU or PU Development Contract
Hills	Leslie	Poverty Bay	Heartland

Hilton-Jones	Daniel	North Harbour	PU or PU Development Contract
Hintz	Joel	Canterbury	PU or PU Development Contract
Hodgman	Alexander	Canterbury	PU or PU Development Contract
Hodgson	Vaughan	King Country	Heartland
Hoeata	Jarrad	North Harbour	PU or PU Development Contract
Hoeata	Findlamor	Taranaki	PU or PU Development Contract
Hogan	Tim	Otago	PU or PU Development Contract
Hogarth	Isaac	Buller	Heartland
Hohaia	Blake	Northland	PU or PU Development Contract
Hohepa	Nick	Wairarapa Bush	Heartland
Hohepa	Riley	Counties Manukau	PU or PU Development Contract
Hohipa-Campbell	Sandy	Poverty Bay	Heartland
Hollis	Tahu	Counties Manukau	Academy
Holmes	Jake	Poverty Bay	Heartland
Honey	Josh	Bay of Plenty	PU or PU Development Contract
Horrocks	Michael	King Country	Heartland
Horrocks	Lindsay	Wanganui	Heartland
Howley	Liam	Rugby Southland	PU or PU Development Contract
Hudson	Bryn	Wanganui	Heartland
Hughes	Jamie	Wanganui	Heartland
Hughes	Thomas	Manawatu	PU or PU Development Contract
Hughes	Paddy	Wellington	PU or PU Development Contract
Hull	Jacko	Wairarapa Bush	Heartland
Hunt	Dillon	Otago	PU or PU Development Contract
Hunt	Mitchell	Tasman	PU or PU Development Contract
Hyland	Jordan	Northland	PU or PU Development Contract
Hytongue	Daniel	Tasman	Heartland
Ielemia	Afioga	Auckland	PU or PU Development Contract
Ikenasio	Iafaefe	Counties Manukau	Academy
Ikenasio	Petelo	Counties Manukau	Academy
Inoke	Naufahu	North Otago	Heartland
Ioane	Rieko	Auckland	PU or PU Development Contract
Ioane	Akira	Auckland	PU or PU Development Contract
Ioane	Montanna	Bay of Plenty	PU or PU Development Contract
Ioane	Joshua	Otago	PU or PU Development Contract
Ioapo	Fa'afo'i	Wellington	Heartland
Iopu	Iopu	Taranaki	PU or PU Development Contract
Iose	Brayden	Manawatu	PU or PU Development Contract
Iosefa-Scott	Joshua	Waikato	PU or PU Development Contract
Isaac	Tavita	Wairarapa Bush	Heartland
Jack	Leroy	Counties Manukau	PU or PU Development Contract
Jackson	Ricky	Otago	Academy
Jackson	Sebastian	Horowhenua-Kapiti	Heartland

Jackson	Ricky	Otago	PU or PU Development Contract
Jacobson	Kane	North Harbour	PU or PU Development Contract
Jacobson	Luke	Waikato	PU or PU Development Contract
Jacobson	Mitchell	Waikato	PU or PU Development Contract
Jager	Oliver	Canterbury	PU or PU Development Contract
Jenkins	Corey	Buller	Heartland
Jensen	Matthew	Northland	Academy
Joass	Trael	Tasman	PU or PU Development Contract
Johnson	Adam	North Otago	Heartland
Johnson	Matthew	Rugby Southland	PU or PU Development Contract
Johnston	Joseph	Bay of Plenty	PU or PU Development Contract
Johnstone	Colin	Waikato	PU or PU Development Contract
Joines	William	South Canterbury	Heartland
Jordan	William	Tasman	PU or PU Development Contract
Judd	Richard	Bay of Plenty	PU or PU Development Contract
Jurlina	Hayden	Northland	Academy
Kafatolu	Mateaki	Wellington	PU or PU Development Contract
Kahaki	Fabyan	East Coast	Heartland
Kaifa	Siosua	Auckland	PU or PU Development Contract
Kainga	Michael	Taranaki	PU or PU Development Contract
Kaino	Jerome	Auckland	PU or PU Development Contract
Kaitu'u	Alifeleti	Canterbury	PU or PU Development Contract
Kaleb	Kilipati	Otago	Academy
Kalou	Sokonaia	Wanganui	Heartland
Kapa	Jayd	Northland	Academy
Karauria	Anthony	Poverty Bay	Heartland
Karpik	Mitchell	Bay of Plenty	PU or PU Development Contract
Katia	Inia	Wairarapa Bush	Heartland
Kautai	Sosefo	Waikato	PU or PU Development Contract
Kawana	Matt	Wairarapa Bush	Heartland
Kawau	Johnathan	Counties Manukau	PU or PU Development Contract
Kay	Ollie	King Country	Heartland
Kean	Mason	Hawkes Bay	PU or PU Development Contract
Keith	Tyrone	Thames Valley	Heartland
Kelemete	Kalim	Wellington	Heartland
Kendrick	Nathan	Horowhenua-Kapiti	Heartland
Kent	Anthony	North Otago	Heartland
Kereru-Symes	Kianu	Hawkes Bay	PU or PU Development Contract
Kerr	Baden	Counties Manukau	PU or PU Development Contract
Kerr-Barlow	Tawera	Waikato	PU or PU Development Contract
Kete	Blane	Wairarapa Bush	Heartland
King	Regan	Mid-Canterbury	Heartland
Kingsford	Jack	South Canterbury	Heartland

Kirifi	Du' Plessis	Waikato	PU or PU Development Contract
Kirikiri	Antonio	Manawatu	PU or PU Development Contract
Kirk	Harrison	Canterbury	PU or PU Development Contract
Kirkpatrick	Daniel	Wellington	PU or PU Development Contract
Kirkwood	William	Otago	Academy
Kite	Phillip	Northland	PU or PU Development Contract
Kjestrup	Jason	Mid-Canterbury	Heartland
Knewstubb	Andrew	Tasman	PU or PU Development Contract
Knight	Adam	Otago	PU or PU Development Contract
Knubley	Daniel	East Coast	Heartland
Koen	Juan-Pierre (JP)	South Canterbury	Heartland
Koko	John	King Country	Heartland
Kolinisau	Melikisua	North Otago	Heartland
Koroi	Joketani	Otago	PU or PU Development Contract
Koroi	Vilimoni	Otago	PU or PU Development Contract
Koroitamana	Seta	Mid-Canterbury	Heartland
Korteweg	Caleb	Waikato	Academy
Kubunavanua	Samu	Wanganui	Heartland
Lafituanai	Harrison	Waikato	Heartland
Lahmert	Aaron	Horowhenua-Kapiti	Heartland
Lahmert	Warwick	Taranaki	PU or PU Development Contract
Lalaga	Parekura	Wellington	Heartland
Lam	Alexander	Auckland	Academy
Lam	Brody	Auckland	Heartland
Lam	Alexander	Auckland	PU or PU Development Contract
Lam	Dylan	North Harbour	PU or PU Development Contract
Lam	Ben	Wellington	PU or PU Development Contract
Lama	Monty	Northland	PU or PU Development Contract
Lamborn	Tony	Hawkes Bay	PU or PU Development Contract
Lander	William	Horowhenua-Kapiti	Heartland
Lane	Josh	Wanganui	Heartland
Lane	Jamie	Auckland	PU or PU Development Contract
Lansdown	Matthew	Waikato	PU or PU Development Contract
Lansdowne	Tyler	Northland	Academy
Larsen	Josh	Northland	PU or PU Development Contract
Lash	James	Tasman	Heartland
Latu	Kamipeli	Wanganui	Heartland
Laufituanai	Harry	Thames Valley	Heartland
Laulala	Nepo	Counties Manukau	PU or PU Development Contract
Laulala	Luteru	Counties Manukau	PU or PU Development Contract
Laumape	Ngani	Manawatu	PU or PU Development Contract
Lavaka	Paea	Bay of Plenty	Academy
Lavery	Eli	Thames Valley	Heartland

Law	Josh	Thames Valley	Heartland
Lawrence	Mike	North Otago	Heartland
Lay	James	Bay of Plenty	PU or PU Development Contract
Lay	Jordan	Bay of Plenty	PU or PU Development Contract
Lea	Sione	Taranaki	PU or PU Development Contract
Leach	Isaiah	Tasman	Heartland
Lealava'a	Michael	Buller	Heartland
Leasuas	Damon	Counties Manukau	PU or PU Development Contract
Leatigaga	Kalavini	South Canterbury	Heartland
Leatio'o	Alesana	Auckland	Heartland
Le'aupepe	Kane	Bay of Plenty	PU or PU Development Contract
Leger	Orbyn	Counties Manukau	PU or PU Development Contract
Leilua	Pisi	Auckland	PU or PU Development Contract
Leleisiuao	Paulo	Taranaki	Academy
Lelenoa	George	Thames Valley	Heartland
Lentjes	James	Otago	PU or PU Development Contract
Lepa	Jeff	Tasman	Heartland
Leuila	Bradley	North Harbour	PU or PU Development Contract
Levien	Harrison	Waikato	PU or PU Development Contract
Lewaqa	Isei	West Coast	Heartland
Lewis	Dan	North Otago	Heartland
Lewis	Keegan	Thames Valley	Heartland
Lewis	Avon	Taranaki	PU or PU Development Contract
Li	Luatangi	North Harbour	PU or PU Development Contract
Li	Tevita	North Harbour	PU or PU Development Contract
Liaina	Desma	Counties Manukau	PU or PU Development Contract
Lienert-Brown	Daniel	Canterbury	PU or PU Development Contract
Lienert-Brown	Anton	Waikato	PU or PU Development Contract
Lilicama	Simon	North Otago	Heartland
Lindenmuth	Ezekiel	Auckland	PU or PU Development Contract
Lindsay	Angus	Mid-Canterbury	Heartland
Lio	Lolo	North Otago	Heartland
Lio-Willie	Christian	Otago	Academy
Little	James	North Harbour	PU or PU Development Contract
Logavatu	Viliame	South Canterbury	Heartland
Lokotui	Fotu	Counties Manukau	PU or PU Development Contract
Lolo	Don	North Otago	Heartland
Lolo	Lio	North Otago	Heartland
Lolohea	Viliani	Tasman	PU or PU Development Contract
Lomax	Tyrel	Tasman	PU or PU Development Contract
Long	Jason	Hawkes Bay	PU or PU Development Contract
Longopoa	Niven	Waikato	PU or PU Development Contract
Lordan	Jeremy	Crusaders	Academy

Lotawa	Epeli	Waikato	Heartland
Lousi	Sam	Wellington	PU or PU Development Contract
Love	Korey	Poverty Bay	Heartland
Lowe	Jonah	Hawkes Bay	PU or PU Development Contract
Lowe	James	Tasman	PU or PU Development Contract
Luamanu	Iafeta	Counties Manukau	Academy
Luke	McMahon	Horowhenua-Kapiti	Heartland
Luteru	Tepuia	Counties Manukau	Academy
Ma'ake	Sefo	North Otago	Heartland
MacDonald	Tom	North Otago	Heartland
MacDonald	Reece	Bay of Plenty	PU or PU Development Contract
Macilai	Jone	Northland	PU or PU Development Contract
Mackay	Jareth	Buller	Heartland
Mackenzie	William	Mid-Canterbury	Heartland
Mackenzie	Hamish	Mid-Canterbury	Heartland
MacLeod	Malcolm	Northland	PU or PU Development Contract
MacPherson	Karl	Poverty Bay	Heartland
MacRae	Jesse	West Coast	Heartland
Madams	Sam	Wanganui	Heartland
Mafi	Mikaele	Otago	PU or PU Development Contract
Mafileo	Tevita	Bay of Plenty	PU or PU Development Contract
Mafileo	Sione	North Harbour	PU or PU Development Contract
Maitland	Mark	Canterbury	PU or PU Development Contract
Maka	George	Counties Manukau	PU or PU Development Contract
Maka	Donald	Taranaki	PU or PU Development Contract
Makalio	Andrew	Tasman	PU or PU Development Contract
Makea	Nick	West Coast	Heartland
Makene	Caleb	Canterbury	PU or PU Development Contract
Maki	Tyson	Horowhenua-Kapiti	Heartland
Malatai	Soli	Wairarapa Bush	Heartland
Malcolm	Sam	Manawatu	PU or PU Development Contract
Malneek	Robbie	Tasman	PU or PU Development Contract
Maloney	Rory	Thames Valley	Heartland
Manawatu	Tim	Buller	Heartland
Manawatu	Thor	West Coast	Heartland
Mangos	William	Wellington	PU or PU Development Contract
Manihera	Jordan	Waikato	PU or PU Development Contract
Manning	JJ	West Coast	PU or PU Development Contract
Manu	Atu	Crusaders	Academy
Manu	Lesili	Counties Manukau	Academy
Manu	Tumua	Auckland	PU or PU Development Contract
Manu	Loketi	Auckland	PU or PU Development Contract
Manu	Atu	Canterbury	PU or PU Development Contract

Manu	Pauliasi	Counties Manukau	PU or PU Development Contract
Manuel	Perrin	East Coast	Heartland
Markwick	Matthew	Northland	PU or PU Development Contract
Marris	Sam	Buller	Heartland
Marshall	Lewis	Manawatu	PU or PU Development Contract
Marsters	John	North Otago	Heartland
Martin	Zak	North Harbour	Academy
Martin	Aaron	North Otago	Heartland
Martin	Matiaha	Counties Manukau	PU or PU Development Contract
Masirewa	Luke	Bay of Plenty	PU or PU Development Contract
Masirewa	Atunaisa	Bay of Plenty	PU or PU Development Contract
Masiwini	Isireli	Mid-Canterbury	Heartland
Masoe	Lemi	North Otago	Heartland
Mason	Jayden	Wairarapa Bush	Heartland
Mason	Josh	Rugby Southland	PU or PU Development Contract
Mataele	Manasa	Taranaki	PU or PU Development Contract
Matai-Povey	Logan	Thames Valley	Heartland
Matenga	Samuel	Crusaders	Academy
Mathewson	Albert	King Country	Heartland
Matich	Matthew	Northland	PU or PU Development Contract
Matiu	Jaycob	Northland	PU or PU Development Contract
Matoe	Ciarahn	Taranaki	PU or PU Development Contract
Matthews	Cambell	Northland	Academy
Matthews	Chaz	Wairarapa Bush	Heartland
Maulolo	Lester	Wellington	PU or PU Development Contract
Mausia	Otumaka	Auckland	PU or PU Development Contract
Maw	Davie	Mid-Canterbury	Heartland
May	Benjamin	Hawkes Bay	PU or PU Development Contract
Mayhew	Nic	North Harbour	PU or PU Development Contract
Mcalister	Brodie	Canterbury	PU or PU Development Contract
McCahon	Sam	Thames Valley	Heartland
McCarthy	Stormy	King Country	Heartland
McClure	Sean	West Coast	Heartland
McClutchie	Lincoln	Hawkes Bay	PU or PU Development Contract
McCrae	Matt	Wairarapa Bush	Heartland
McDonald	Angus	Bay of Plenty	PU or PU Development Contract
McDougall	Andrew	Manawatu	Heartland
McDowall	Slade	Otago	PU or PU Development Contract
McElroy	Teague	Otago	Academy
Mcerlean	David	Horowhenua-Kapiti	Heartland
McFadzean	Lachlan	Wairarapa Bush	Heartland
McFadzean	Corey	Wairarapa Bush	Heartland
McGahan	Hauwai	North Harbour	Academy

McGoon	Willie	Mid-Canterbury	Heartland
McGuire	Matekairoa	Poverty Bay	Heartland
McHugh	Jack	Otago	Academy
McHugh	Tom	Auckland	PU or PU Development Contract
McIlroy	Blair	Canterbury	Heartland
McKay	Joshua	Canterbury	PU or PU Development Contract
McKee	Michael	Rugby Southland	PU or PU Development Contract
McKenzie	Martin	Taranaki	PU or PU Development Contract
McKenzie	Matthew	Taranaki	PU or PU Development Contract
McKenzie	Damian	Waikato	PU or PU Development Contract
McLean	Eden	Thames Valley	Heartland
McLean	Andrew	Wairarapa Bush	Heartland
McMahon	Luke	Horowhenua-Kapiti	Heartland
McNamara	Samuel	Northland	Academy
McNamara-Taele	Grecia	North Harbour	Academy
McNicol	Sam	Hawkes Bay	PU or PU Development Contract
McPherson	George	Manawatu	PU or PU Development Contract
McVerry	Connor	Thames Valley	Heartland
McWhannell	Laghlán	Waikato	PU or PU Development Contract
Medlicott	Miles	South Canterbury	Heartland
Mellow	Hamish	Wanganui	Heartland
Mewett	Keepa	Bay of Plenty	PU or PU Development Contract
Middleton	Kayne	North Otago	Heartland
Middleton	Angus	Wanganui	Heartland
Middleton	Chris	Wellington	PU or PU Development Contract
Mikaele-Tu'u	Antonio	Waikato	Academy
Mikaele-Tu'u	Marino	Hawkes Bay	PU or PU Development Contract
Millar	Robert	Horowhenua-Kapiti	Heartland
Millar	Craig	Otago	PU or PU Development Contract
Millar	Guy	Rugby Southland	PU or PU Development Contract
Miller	Isaiah	Tasman	PU or PU Development Contract
Mills	Phill	Mid-Canterbury	Heartland
Milner	Jayden	East Coast	Heartland
Milner-Skudder	Nehe	Manawatu	PU or PU Development Contract
Milo-Harris	Lisati	Auckland	PU or PU Development Contract
Misa	Steven	North Harbour	PU or PU Development Contract
Misiloi	Sione	Otago	PU or PU Development Contract
Mitchell	Alex	Taranaki	Academy
Mitchell	Liam	Manawatu	PU or PU Development Contract
Mitchell	Morgan	Rugby Southland	PU or PU Development Contract
Mitchell	Brayden	Rugby Southland	PU or PU Development Contract
Moala	Siosua	Poverty Bay	Heartland
Moala	George	Auckland	PU or PU Development Contract

Moala-Liava'a	Hapakuki	North Harbour	PU or PU Development Contract
Mokomoko	Hunter	Bay of Plenty	PU or PU Development Contract
Moli	Samiuela	Tasman	PU or PU Development Contract
Moli	Sekope	Waikato	PU or PU Development Contract
Moli	Atunaisa	Waikato	PU or PU Development Contract
Molloy	Michael	Rugby Southland	PU or PU Development Contract
Momoisea	Avea	Counties Manukau	PU or PU Development Contract
Momoisea	Al	Hawkes Bay	PU or PU Development Contract
Monaghan	Sam	Wairarapa Bush	Heartland
Moody	Joseph	Canterbury	PU or PU Development Contract
Moore	Kevin	South Canterbury	Heartland
More	Jaya	Rugby Southland	PU or PU Development Contract
Morgan	Jackson	Waikato	PU or PU Development Contract
Morrice	Lars	Bay of Plenty	PU or PU Development Contract
Morris	Adam	King Country	Heartland
Morris	Ben	Canterbury	PU or PU Development Contract
Morris	Aleki	Rugby Southland	PU or PU Development Contract
Morrison	Matthew	Crusaders	Academy
Moulds	Matthew	Northland	PU or PU Development Contract
Mo'unga	Richard	Canterbury	PU or PU Development Contract
Mua	Ajay	Bay of Plenty	PU or PU Development Contract
Mudu	Maleli	West Coast	Heartland
Mundy	Logan	Buller	Heartland
Nabakeke	Timoci	Mid-Canterbury	Heartland
Nabura	Tevita	Counties Manukau	PU or PU Development Contract
Naholo	Meli	Taranaki	Academy
Naholo	Waisake	Taranaki	PU or PU Development Contract
Namana	Reg	East Coast	Heartland
Nanai	Melani	Auckland	PU or PU Development Contract
Nanai Williams	Timothy	Counties Manukau	PU or PU Development Contract
Nankivell	Alex	Tasman	PU or PU Development Contract
Nansen	Brandon	North Harbour	PU or PU Development Contract
Napa'a	Charles	Auckland	PU or PU Development Contract
Nareki	Jona	Otago	PU or PU Development Contract
Naufahu	Inoke	North Otago	Heartland
Nawalu	Leone	South Canterbury	Heartland
Ndayara	William	Manawatu	PU or PU Development Contract
Nee-Nee	Benjamin	Auckland	PU or PU Development Contract
Neighbours	Scott	Buller	Heartland
Nel	Dylan	Canterbury	PU or PU Development Contract
Neli	Faafetai	Wellington	Academy
Nelson-Murray	Jack	Hawkes Bay	PU or PU Development Contract
Neustroski	Nigel	King Country	Heartland

Neville	Shane	North Harbour	PU or PU Development Contract
Newlands	Connor	North Otago	Heartland
Ng Shiu	Tone	Tasman	PU or PU Development Contract
Ngaluafe	Junior	Rugby Southland	PU or PU Development Contract
Ngatai	Will	Bay of Plenty	Academy
Ngatai	Charlie	Taranaki	PU or PU Development Contract
Ngatu	Sione	Poverty Bay	Heartland
Nginingini	Duke	Waikato	PU or PU Development Contract
Nicholas	Elijah	Bay of Plenty	PU or PU Development Contract
Nicole	Amanaki	Canterbury	PU or PU Development Contract
Nikoro	Albert	Counties Manukau	PU or PU Development Contract
Noa	Olajuwon	Auckland	PU or PU Development Contract
Nock	Samuel	Northland	PU or PU Development Contract
Norris	Jacob	Waikato	PU or PU Development Contract
Northcott	Hamish	Manawatu	PU or PU Development Contract
Northcott-Hill	Brayton	Taranaki	Academy
Nuku	Moana	East Coast	Heartland
Numia	Xavier	Wellington	PU or PU Development Contract
Nu'u	Raymond	Canterbury	PU or PU Development Contract
Nyman	Manaia	East Coast	Heartland
O'Connell	David	Counties Manukau	Academy
O'Donnell	Kylem	Taranaki	PU or PU Development Contract
O'Donnell	Declan	Taranaki	PU or PU Development Contract
O'Gorman	Rowan	West Coast	Heartland
Okeamoal-Luamanu	Lui	Wellington	PU or PU Development Contract
Oliver	Bradley (BJ)	South Canterbury	Heartland
Olsen	Jordan	Northland	PU or PU Development Contract
O'Malley	Timothy	Tasman	PU or PU Development Contract
O'Neill	Reuben	Taranaki	PU or PU Development Contract
O'Reilly	James	Wellington	PU or PU Development Contract
Ormond	Lewis	Rugby Southland	PU or PU Development Contract
Ormond	Jackson	Taranaki	PU or PU Development Contract
Orr	James	Counties Manukau	Academy
Osborne	Jonathan	Canterbury	PU or PU Development Contract
Paia'aaua	Willie	Horowhenua-Kapiti	Heartland
Pakoti	James	Wairarapa Bush	Heartland
Palmer	Michael	Auckland	Academy
Palmer	Kris	East Coast	Heartland
Palmer	Kareti	East Coast	Heartland
Palmer	Michael	Auckland	PU or PU Development Contract
Palmer	Nicholas	Hawkes Bay	PU or PU Development Contract
Pamment	Robert	North Otago	Heartland
Paongo	Sitiveni	Wellington	PU or PU Development Contract

Papalii	Dalton	Auckland	PU or PU Development Contract
Paranihi	Sean	Manawatu	PU or PU Development Contract
Paraone	Piri	Wellington	Academy
Parata	Kahu	Buller	Heartland
Parete	Jesse	Bay of Plenty	PU or PU Development Contract
Paringatai	Tiwana	Horowhenua-Kapiti	Heartland
Parker	Hayden	Otago	PU or PU Development Contract
Parkinson	Rupena	Tasman	PU or PU Development Contract
Parkinson	Pari Pari	Tasman	PU or PU Development Contract
Parsons	Benjamin	Hawkes Bay	PU or PU Development Contract
Parsons	Thomas	Manawatu	PU or PU Development Contract
Parsons	James	North Harbour	PU or PU Development Contract
Patafilo	Pepesana	Wellington	PU or PU Development Contract
Paterson	Alex	Buller	Heartland
Paulin	Ben	Rugby Southland	PU or PU Development Contract
Paulo	Tii	Tasman	PU or PU Development Contract
Percival	Jarred	Mid-Canterbury	Heartland
Perenara	Thomas	Wellington	PU or PU Development Contract
Perez	Daniel	Counties Manukau	Academy
Perofeta	Stephen	Taranaki	PU or PU Development Contract
Perry	Tim	Tasman	PU or PU Development Contract
Petelo	Andrew	Tasman	PU or PU Development Contract
Petersen	Chad	Taranaki	Academy
Pettett	Anthony	Wellington	PU or PU Development Contract
Phillips	Devron	Taranaki	Academy
Pickering	Daryl	Wairarapa Bush	Heartland
Pickett	Joe	North Otago	Heartland
Pierce	Jacob	Auckland	PU or PU Development Contract
Pisi	Mackenave	North Harbour	PU or PU Development Contract
Pisi	George	North Harbour	PU or PU Development Contract
Pitman-Joass	Jesse	Tasman	Heartland
Pittman	Emil	Northland	PU or PU Development Contract
Pleasants-Tate	Gregory	Auckland	PU or PU Development Contract
Plummer	Harry	Auckland	PU or PU Development Contract
Plumtree	Taine	Wellington	Academy
Plumtree	Reece	Wellington	PU or PU Development Contract
Pogia	Amos	Auckland	PU or PU Development Contract
Poi	Morgan	Wellington	Heartland
Poi	Keelan	East Coast	Heartland
Poihipi	Rameka	Canterbury	PU or PU Development Contract
Pole	Sekonaia	Otago	PU or PU Development Contract
Pollock	Ethan	Horowhenua-Kapiti	Heartland
Polson	Oliver	Auckland	Academy

Polson	Kurt	Mid-Canterbury	Heartland
Polson	Oliver	Auckland	PU or PU Development Contract
Polwart	Liam	Bay of Plenty	PU or PU Development Contract
Pope	Regan	Wairarapa Bush	Heartland
Pouhila	Petelo	North Otago	Heartland
Powell	Jack	Canterbury	PU or PU Development Contract
Power	Leon	Taranaki	PU or PU Development Contract
Power	Benjamin	Wellington	PU or PU Development Contract
Praat	Robin	Horowhenua-Kapiti	Heartland
Prattley	Samuel	Auckland	PU or PU Development Contract
Prescott	Hunter	Manawatu	PU or PU Development Contract
Preston	Glenn	North Harbour	PU or PU Development Contract
Price	Leighton	Taranaki	PU or PU Development Contract
Price	Carlos	Wellington	PU or PU Development Contract
Priest	Timothy	Wairarapa Bush	Heartland
Prinsep	Blair	Crusaders	Academy
Prinsep	Reed	Canterbury	PU or PU Development Contract
Prinsloo	Pieter	West Coast	Heartland
Proctor	Billy	Wellington	PU or PU Development Contract
Proctor	Matt	Wellington	PU or PU Development Contract
Proffit	Jared	Taranaki	PU or PU Development Contract
Profitt	Trent	East Coast	Heartland
Pryor	Kara	Northland	PU or PU Development Contract
Pryor	Daniel	Northland	PU or PU Development Contract
Pulu	Toni	Counties Manukau	PU or PU Development Contract
Pulu	Augustine	Counties Manukau	PU or PU Development Contract
Punivai	Ngatungane	Canterbury	PU or PU Development Contract
Raaymakers	Ronald	Counties Manukau	PU or PU Development Contract
Raimona	Tukiterangi	Manawatu	PU or PU Development Contract
Rakete-Stones	Pouri	Hawkes Bay	PU or PU Development Contract
Ram	Jack	Northland	PU or PU Development Contract
Ranga	Brett	Bay of Plenty	Heartland
Ranger	Rene	Northland	PU or PU Development Contract
Rangihuna	Nathan	Bay of Plenty	Academy
Rangihuna	Sheridan	Wellington	PU or PU Development Contract
Rarasea	Viliame	Counties Manukau	PU or PU Development Contract
Rasmussen	Kelly	West Coast	Heartland
Ratahi-Brown	Neihana	East Coast	Heartland
Ratu	Taione	Wanganui	Heartland
Ravouvou	Joseva	Auckland	PU or PU Development Contract
Ravudra	Iliesa	Buller	Heartland
Rayaqayaqa	Epeli	Wairarapa Bush	Heartland
Rayasi	Salesi	Auckland	PU or PU Development Contract

Raymond	Chris	Wairarapa Bush	Heartland
Read	Kieran	Counties Manukau	PU or PU Development Contract
Reece	Sevuloni	Waikato	PU or PU Development Contract
Reekie	Tom	West Coast	Heartland
Reeves	Ethine	Poverty Bay	Heartland
Refiti	Deniro	Counties Manukau	Academy
Reid	Curtis	Manawatu	PU or PU Development Contract
Reid	Everard	Poverty Bay	Heartland
Reidlinger-Kapa	Waimana	Auckland	PU or PU Development Contract
Renata	Marcel	Auckland	PU or PU Development Contract
Renata	Trent	Wellington	PU or PU Development Contract
Renton	Hugh	Hawkes Bay	PU or PU Development Contract
Renton	Josh	Otago	PU or PU Development Contract
Renton	Jay	Rugby Southland	PU or PU Development Contract
Retallick	Culum	Bay of Plenty	PU or PU Development Contract
Retallick	Brodie	Hawkes Bay	PU or PU Development Contract
Reti	Trent	Horowhenua-Kapiti	Heartland
Riccitelli	John	Taranaki	PU or PU Development Contract
Rihia	Jayden	Hawkes Bay	PU or PU Development Contract
Rinakama	Ropate	Northland	PU or PU Development Contract
Ripata	Antonio	Auckland	PU or PU Development Contract
Roberts-Tenana	Renata	Northland	PU or PU Development Contract
Robinson	Tom	Northland	Academy
Robinson	Cameron	King Country	Heartland
Robinson	Ethan	Wanganui	Heartland
Robinson	Cade	Wanganui	Heartland
Robinson	Tom	Northland	PU or PU Development Contract
Roe	Xavier	Waikato	PU or PU Development Contract
Rogers	Taine	Northland	Academy
Rollinson	Kieron	King Country	Heartland
Rolston	Matthew	Thames Valley	Heartland
Romano	Luke	Canterbury	PU or PU Development Contract
Rongo	O'Neal	Northland	Academy
Ropati	Savelio	Bay of Plenty	PU or PU Development Contract
Ross	Aidan	Bay of Plenty	PU or PU Development Contract
Rowe	Tom	Otago	PU or PU Development Contract
Royal	Joseph	Counties Manukau	PU or PU Development Contract
Royal	Mark	North Harbour	PU or PU Development Contract
Roycroft	Ethan	Thames Valley	Heartland
Ruawai	Matene	Manawatu	PU or PU Development Contract
Ruru	Jonathan	Hawkes Bay	PU or PU Development Contract
Sa' u	Benjamin	Auckland	PU or PU Development Contract
Sail	Timothy	Counties Manukau	Academy

Sakalia	Solomona	Bay of Plenty	PU or PU Development Contract
Sakaria	Vincent	Wellington	PU or PU Development Contract
Saker	Henry	Auckland	PU or PU Development Contract
Salmon	Isaac	Tasman	PU or PU Development Contract
Samania	Jerry	Auckland	PU or PU Development Contract
Samasoni	Hemaaua	Otago	Academy
Samu	Peter	Tasman	PU or PU Development Contract
Sanders	Tom	Canterbury	PU or PU Development Contract
Sapsford	Oliver	Wellington	PU or PU Development Contract
Sasagi	Hisa	Otago	PU or PU Development Contract
Sau	Maleli	Mid-Canterbury	Heartland
Sa'u	Benjamin	Auckland	Academy
Saukuru	Petaia	Buller	Heartland
Saumani	Prince	Counties Manukau	Academy
Sauni	John	Auckland	Academy
Sauni	John	Auckland	PU or PU Development Contract
Sauqaqu	Sefafano	South Canterbury	Heartland
Savea	Julian	Wellington	PU or PU Development Contract
Savea	Ardie	Wellington	PU or PU Development Contract
Sawailau	Jona	Auckland	Heartland
Schrader	James	Rugby Southland	PU or PU Development Contract
Scott	Travis	Thames Valley	Heartland
Scott	Mitchell	Otago	PU or PU Development Contract
Scott	Willis	Tasman	PU or PU Development Contract
Scrafton	Scott	Auckland	PU or PU Development Contract
Seiuli	Aki	Otago	PU or PU Development Contract
Selby-Rickit	Manaaki	Rugby Southland	PU or PU Development Contract
Selesele	Fa'alemiga	Hawkes Bay	PU or PU Development Contract
Seruwalu	Timoci	Wanganui	Heartland
Seu	Taleni	Auckland	PU or PU Development Contract
Shelford	Ryan	Horowhenua-Kapiti	Heartland
Sherson	Rob	King Country	Heartland
Sherson	Robin	King Country	Heartland
Shields	Bradley	Wellington	PU or PU Development Contract
Siataga	Sabastian	Bay of Plenty	PU or PU Development Contract
Sililoto	Howard	Northland	PU or PU Development Contract
Silinu'u	Liumeione	Counties Manukau	Academy
Simonsson	Bailey	Bay of Plenty	PU or PU Development Contract
Singh	Shneil	Waikato	Academy
Sio	Patrick	Otago	PU or PU Development Contract
Siteine-tua	Kaynan	Waikato	PU or PU Development Contract
Skeen	Jacob	Waikato	PU or PU Development Contract
Slade	Samuel	Auckland	PU or PU Development Contract
Slater	Bradley	Taranaki	PU or PU Development Contract

Smith	Nathaniel	King Country	Heartland
Smith	Robbie	North Otago	Heartland
Smith	Kelvin	Poverty Bay	Heartland
Smith	Stephen	South Canterbury	Heartland
Smith	Aaron	Manawatu	PU or PU Development Contract
Smith	Vyron	North Harbour	PU or PU Development Contract
Smith	Adrian	North Harbour	PU or PU Development Contract
Smith	Nick	North Harbour	PU or PU Development Contract
Smith	Fletcher	Otago	PU or PU Development Contract
Smith	Benjamin	Otago	PU or PU Development Contract
Smylie	Chris	North Harbour	PU or PU Development Contract
Snee	Daniel	Hawkes Bay	PU or PU Development Contract
Solipo	Theodore	Counties Manukau	Academy
So'oialo	James	Wellington	Heartland
Soper	Steven	Tasman	Heartland
Sopoaga	Tokahirere	Rugby Southland	Academy
Sopoaga	Tupou	Rugby Southland	PU or PU Development Contract
Sopoaga	Lima	Rugby Southland	PU or PU Development Contract
Sorovaki	Asaeli	Taranaki	PU or PU Development Contract
Sosene-Feagai	Michelangelo	Auckland	PU or PU Development Contract
Sotutu	Hoskins	Auckland	PU or PU Development Contract
Sowakula	Pita	Taranaki	PU or PU Development Contract
Spicer	Reuben	Canterbury	PU or PU Development Contract
Spowart	Jamie	Tasman	PU or PU Development Contract
Squire	Liam	Tasman	PU or PU Development Contract
Stanton	Regan	West Coast	Heartland
Stark	Gavin	Otago	PU or PU Development Contract
Steel	Liam	Bay of Plenty	PU or PU Development Contract
Stephens	Andrew	Buller	Heartland
Stevenson	Shaun	North Harbour	PU or PU Development Contract
Stewart	Adam	Mid-Canterbury	Heartland
Stewart	Tawhao	Poverty Bay	Heartland
Stewart	Thomas	Manawatu	PU or PU Development Contract
Stewart	Jordan	Rugby Southland	PU or PU Development Contract
Stewart	Sam	Rugby Southland	PU or PU Development Contract
Stewart	Braden	Tasman	PU or PU Development Contract
Stodart	Shaun	Rugby Southland	PU or PU Development Contract
Storm	Matthew	Auckland	Academy
Storm	Matthew	Auckland	PU or PU Development Contract
Stowers	Henry	Bay of Plenty	PU or PU Development Contract
Strachan	Nick	South Canterbury	Heartland
Straker	Jack	Canterbury	PU or PU Development Contract
Strange	Quinten	Tasman	PU or PU Development Contract

Stratton	Jack	Canterbury	PU or PU Development Contract
Stratton	James	Manawatu	PU or PU Development Contract
Stringer	Michael	Crusaders	Academy
Struthers	Todd	West Coast	Heartland
Sturgess	Samuel	North Otago	Heartland
Sturgess	Glen	South Canterbury	Heartland
Su'a	Gafatasi	Counties Manukau	PU or PU Development Contract
Suafoa	Cameron	Auckland	PU or PU Development Contract
Subritzky-Clark	Dane	Northland	PU or PU Development Contract
Suckling	Marshall	Canterbury	PU or PU Development Contract
Sullivan	Bailyn	Waikato	PU or PU Development Contract
Sweeney	Dwayne	Waikato	PU or PU Development Contract
Sword	Regan	Wellington	PU or PU Development Contract
Symon-Burke	Tyler	Hawkes Bay	Academy
Taavao-Matau	Angus	Taranaki	PU or PU Development Contract
Tafa	Pu'a	Wairarapa Bush	Heartland
Tagi	Romero	Counties Manukau	PU or PU Development Contract
Tagicakibau	Vuga	Counties Manukau	PU or PU Development Contract
Tahuriorangi	Te Toiroa	Taranaki	PU or PU Development Contract
Taia	Junior	Canterbury	Heartland
Taiapa	Hone	Horowhenua-Kapiti	Heartland
Tailua	Anthony	Buller	Heartland
Tait	Junior	South Canterbury	Heartland
Takarangi	Raniera	Waikato	PU or PU Development Contract
Talakai	Sione Latu	Waikato	PU or PU Development Contract
Talataina-Mu	William	Rugby Southland	PU or PU Development Contract
Talitui	Sione	Auckland	PU or PU Development Contract
Tamanivalu	Setareki	Taranaki	PU or PU Development Contract
Tamatea	William	Poverty Bay	Heartland
Tamoaieta	Michael	North Harbour	PU or PU Development Contract
Tamou	Kane	Horowhenua-Kapiti	Heartland
Tamura-Paki	Emersen	Auckland	PU or PU Development Contract
Tangaere	Jorian	Hawkes Bay	PU or PU Development Contract
Tapa	Tuipulotu	Waikato	Academy
Taramai	Murphy	North Harbour	PU or PU Development Contract
Tatafu	Raymond	Rugby Southland	PU or PU Development Contract
Tau	Erenimo	Tasman	Heartland
Tauatelavu	Andrew	Poverty Bay	Heartland
Taufa	Sepuloni	Counties Manukau	PU or PU Development Contract
Taufale	Galu	Wellington	PU or PU Development Contract
Taufalele	Suliasi	Counties Manukau	PU or PU Development Contract
Taufua	Sa (Jordan)	Tasman	PU or PU Development Contract
Taufu'i	Tevita	Waikato	PU or PU Development Contract

Taukeiaho	Samisoni	Waikato	PU or PU Development Contract
Taulani	Viliani	Counties Manukau	PU or PU Development Contract
Taumateine	Jonathan	Counties Manukau	PU or PU Development Contract
Tauwhare	Troy	West Coast	Heartland
Tauwhare	Brad	West Coast	Heartland
Tavuyara	Iliesa	Waikato	PU or PU Development Contract
Tawake	Samuela	Canterbury	PU or PU Development Contract
Taylor	Dylan	Horowhenua-Kapiti	Heartland
Taylor	Beau	King Country	Heartland
Taylor	Jaxson	Manawatu	Heartland
Taylor	Codie	Canterbury	PU or PU Development Contract
Taylor	Travis	Manawatu	PU or PU Development Contract
Te Aute	Isaac	Bay of Plenty	PU or PU Development Contract
Te Huna	Joey	Manawatu	PU or PU Development Contract
Te Rakau	Peter	West Coast	Heartland
Te Rure	Jade	Manawatu	PU or PU Development Contract
Telea	Mark	North Harbour	PU or PU Development Contract
Tele'a	Tanielu	Auckland	PU or PU Development Contract
Teu	Sione	Otago	PU or PU Development Contract
TeWhata-Colley	Coree	Counties Manukau	PU or PU Development Contract
Thambiran	Leon	North Harbour	PU or PU Development Contract
Third	Joshua	North Harbour	Academy
Thomas	Tepasu	Rugby Southland	PU or PU Development Contract
Thomas	Flynn	Rugby Southland	PU or PU Development Contract
Thompson	Robert	Canterbury	PU or PU Development Contract
Thompson	Jaye	Rugby Southland	PU or PU Development Contract
Thompson	Kane	Wellington	PU or PU Development Contract
Thompson-Paringatai	Tiwana	Horowhenua-Kapiti	Heartland
Thomson	Kyle	Northland	Academy
Thomson	Robert	West Coast	Heartland
Thomson	Blade	Taranaki	PU or PU Development Contract
Thrupp	Alex	Bay of Plenty	Heartland
Thwaites	Jeff	Bay of Plenty	PU or PU Development Contract
Tia	Toma	Auckland	PU or PU Development Contract
Tiatia	Chase	Bay of Plenty	PU or PU Development Contract
Timu	Josh	Otago	PU or PU Development Contract
Tiopira	Slade	East Coast	Heartland
Tipoki	Naera	Wellington	PU or PU Development Contract
Toala	Danny	Hawkes Bay	PU or PU Development Contract
Todd	Matthew	Canterbury	PU or PU Development Contract
Tofa	Viki	Wanganui	Heartland
Tokolahi	Siate	Canterbury	PU or PU Development Contract
Tolai	Luteru	North Harbour	PU or PU Development Contract

Toma	Te Aihe	Bay of Plenty	PU or PU Development Contract
Tomkinson	Patelesio	Otago	PU or PU Development Contract
Tomlinson	Joshua	West Coast	Heartland
Tongia	Ryan	Rugby Southland	PU or PU Development Contract
To'o	Denzelle	Wellington	PU or PU Development Contract
Toomaga Allen	Jeffery	Wellington	PU or PU Development Contract
Toomalatai	Carisbrook	Canterbury	Heartland
Topou	Sitiveni	Thames Valley	Heartland
Tora	Vatiliai	South Canterbury	Heartland
Torrance	Micaiah	Taranaki	PU or PU Development Contract
Tosi	Viliame	Rugby Southland	PU or PU Development Contract
Toumohuni	Loni	South Canterbury	Heartland
Tovio	Sheldon	Waikato	PU or PU Development Contract
Tovo	Louie	Horowhenua-Kapiti	Heartland
Trainor	Jordan	Auckland	PU or PU Development Contract
Trask	Kaleb	Bay of Plenty	PU or PU Development Contract
Treeby	Shaun	North Harbour	PU or PU Development Contract
Tremain	William	Hawkes Bay	PU or PU Development Contract
Trevathan	Jared	South Canterbury	Heartland
Tua	Tamati	Northland	PU or PU Development Contract
Tucker	William	Canterbury	PU or PU Development Contract
Tucker	Shae	North Harbour	PU or PU Development Contract
Tucker	Bradley	Taranaki	PU or PU Development Contract
Tucker	James	Waikato	PU or PU Development Contract
Tudreu	Newton	Manawatu	PU or PU Development Contract
Tudreu	Nathan	Manawatu	PU or PU Development Contract
Tufala	Tovia	King Country	Heartland
Tufuga	Kirk	Manawatu	PU or PU Development Contract
Tufuga	Sam	Manawatu	PU or PU Development Contract
Tufuga Piopa	Ueta	Manawatu	PU or PU Development Contract
Tufui	Sosaia	Wellington	Heartland
Tuidriva	Joshua	Buller	Heartland
Tuiloma	Kalolo	Counties Manukau	PU or PU Development Contract
Tuimavave	Tauasosi	Rugby Southland	PU or PU Development Contract
Tu'inukuafe	George	North Harbour	PU or PU Development Contract
Tuipulotu	Sione	Counties Manukau	Academy
Tuipulotu	Patrick	Auckland	PU or PU Development Contract
Tuitama	Malo	Wellington	PU or PU Development Contract
Tuitupou	Vincent	North Harbour	PU or PU Development Contract
Tuivaga	Isi	Otago	PU or PU Development Contract
Tuivai	Bruno	Auckland	Heartland
Tukana	Amenatave	Canterbury	Heartland
Tukania	Salimoni	Counties Manukau	PU or PU Development Contract

Tupaea	Quinn	Waikato	PU or PU Development Contract
Tupou	Sesimani	Counties Manukau	PU or PU Development Contract
Tupou	Jimmy	Counties Manukau	PU or PU Development Contract
Tuputupu	Sione	Bay of Plenty	Academy
Turnbull	Dylan	West Coast	Heartland
Turner	Stephan	King Country	Heartland
Tutauha	Roman	Wanganui	Heartland
Tuungafasi	Isi	Auckland	PU or PU Development Contract
Tu'ungafasi	Ofa	Auckland	PU or PU Development Contract
Tu'ungafasi	John	North Harbour	PU or PU Development Contract
Tweed	Blair	Otago	PU or PU Development Contract
Tyrell	Joshua	North Harbour	PU or PU Development Contract
Uhila	Loniketi	Waikato	PU or PU Development Contract
Ulufonua	Sam	Auckland	PU or PU Development Contract
Uluilakepa	Kaliopasi	Wellington	PU or PU Development Contract
Ululelata	Tumua	Thames Valley	Heartland
Uluiviti	Epineri	Northland	Academy
Umaga-Jensen	Thomas	Wellington	PU or PU Development Contract
Umaga-Jensen	Peter	Wellington	PU or PU Development Contract
Unga	Reuben	Counties Manukau	Academy
Va'a	Reuben	Wellington	Academy
Va'a	Tennessee	Wellington	PU or PU Development Contract
Vaai	Matthew	Counties Manukau	PU or PU Development Contract
Vaai	Tupou	Taranaki	PU or PU Development Contract
Vaatausili	Nathan	North Harbour	PU or PU Development Contract
Vaega	TJ	Hawkes Bay	PU or PU Development Contract
Vaega	Cardiff	Hawkes Bay	PU or PU Development Contract
Vaega	Matthew	North Harbour	PU or PU Development Contract
Vaeno	Latu	Taranaki	PU or PU Development Contract
Vaha'akolo	Freedom	Auckland	PU or PU Development Contract
Vaihu	Sione	Rugby Southland	Academy
Vainerere	Christian	Mid-Canterbury	Heartland
Vaka	Sosefo	Tasman	PU or PU Development Contract
van Dam	Leroy	Otago	PU or PU Development Contract
Van Der Heyden	Hendricus	Bay of Plenty	PU or PU Development Contract
Vatubua	Sailosi	Auckland	Heartland
Veamatahau	Filipo	North Otago	Heartland
Veikune	Josateki	South Canterbury	Heartland
Vella	Hone	Wairarapa Bush	Heartland
Vella	Nathan	Canterbury	PU or PU Development Contract
Vermeulen	Ian	Auckland	PU or PU Development Contract
Verney	Regan	Wellington	PU or PU Development Contract
Vesasio	Domenic	Mid-Canterbury	Heartland

Vocea	Matthew	North Otago	Heartland
Volavola	Ben	North Harbour	PU or PU Development Contract
Vosaki	Sisa	King Country	Heartland
Vosaki	Ratu	King Country	Heartland
Vosayaco	Rupeni	Thames Valley	Heartland
Vuki	Isaia	Bay of Plenty	Heartland
Waa	Namatahi	Northland	PU or PU Development Contract
Waaka	Noah	West Coast	Heartland
Waaka	Beaudein	Taranaki	PU or PU Development Contract
Wade	Ethan	Horowhenua-Kapiti	Heartland
Wainui	Sean	Taranaki	PU or PU Development Contract
Waipouri	Gabriel	West Coast	Heartland
Waite	Shaan	Taranaki	Academy
Waite	Daniel	Taranaki	PU or PU Development Contract
Waiti	Sy	Rugby Southland	PU or PU Development Contract
Waitokia	Te Rangatira	Manawatu	PU or PU Development Contract
Walden	Teihorangi	Otago	PU or PU Development Contract
Walker	Rhys	East Coast	Heartland
Walker-Leawere	Isaia	Wellington	PU or PU Development Contract
Wallace	Jahvis	Rugby Southland	PU or PU Development Contract
Walsh	Joseph	Rugby Southland	PU or PU Development Contract
Wanden	Sean	King Country	Heartland
Waqainabete	Filimoni	North Harbour	PU or PU Development Contract
Waqanibau	Poasa	Canterbury	PU or PU Development Contract
Ward	Kahu	East Coast	Heartland
Wardlaw	Baden	Bay of Plenty	PU or PU Development Contract
Watson	Cole	Counties Manukau	Academy
Watson	Luke	Buller	Heartland
Watson	Phillip	Canterbury	Heartland
Watters	Dylan	Counties Manukau	Academy
Webber	Joseph	Bay of Plenty	PU or PU Development Contract
Weber	Brad	Hawkes Bay	PU or PU Development Contract
Weepu	Piri	Wairarapa Bush	Heartland
Weir	Jahmarl	Taranaki	Academy
Wells	Andrew	Wellington	PU or PU Development Contract
Werahiko	Nick	Canterbury	PU or PU Development Contract
Werthmuller	Ben	Manawatu	PU or PU Development Contract
West	Ihaia	Hawkes Bay	PU or PU Development Contract
Whaanga	Matt	Otago	Academy
Whaitiri-White	Callan	East Coast	Heartland
Whakataka	Raniera	Bay of Plenty	Academy
Whale	Dane	Hawkes Bay	Heartland
Whata	Te Ra	Bay of Plenty	PU or PU Development Contract

Whitburn	Jared	North Otago	Heartland
White	Jack	Taranaki	Academy
White	Fawn	Poverty Bay	Heartland
Whitelock	Samuel	Canterbury	PU or PU Development Contract
Whitelock	Luke	Canterbury	PU or PU Development Contract
Wiki	Keepa	Northland	Academy
Wilkinson	Jonny	Counties Manukau	PU or PU Development Contract
Williams	Jesse	King Country	Heartland
Williams	Sonny Bill	Counties Manukau	PU or PU Development Contract
Williams	Angus	Otago	PU or PU Development Contract
Williamson	Adam	Mid-Canterbury	Heartland
Willshire	Matthew	Taranaki	PU or PU Development Contract
Wilson	Ellery	Hawkes Bay	PU or PU Development Contract
Wilson	Regan	Rugby Southland	PU or PU Development Contract
Wise	Anthony	Waikato	Heartland
Wisnewski	Hayden	Thames Valley	Heartland
Witana	George	Otago	Academy
Wood	Jonty	Thames Valley	Heartland
Wright	Jack	Wellington	Academy
Wright	Roni	Auckland	Academy
Wright	Te Wehi	Wellington	Heartland
Wright	Willie	South Canterbury	Heartland
Wright	Roni	Auckland	PU or PU Development Contract
Wright	Mathew	Northland	PU or PU Development Contract
Wright	Ross	Northland	PU or PU Development Contract
Wrightson	Willy	Counties Manukau	Academy
Wyness	Benjamin	Manawatu	PU or PU Development Contract
Wyrill	Adrian	Taranaki	PU or PU Development Contract

NEW ZEALAND RUGBY UNION

Player Movement Regulations

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Part 1 • Definitions

1 DEFINITIONS

In these Regulations, unless the context requires or indicates otherwise, the following definitions shall apply:

“Captured Union” has the meaning set out in clause 4.1;

“Collective Agreement” means the Collective Agreement entered into by the NZRU and the RPC which came into effect in 2016;

“Contract Year” means the calendar year (commencing on 1 January and concluding on 31 December) and may be defined with reference to a particular year (e.g. Contract Year 2018);

“Development Compensation Fee” means the payment a Transferring Union is required to make to a Player’s Captured Union pursuant to these Regulations;

“Heartland Championship Captured Player” has the meaning set out in clause 6.1;

“Heartland Championship” means the Heartland Championship as provided for under the NZRU Domestic Competition Regulations.

“Heartland Championship Union” means a Provincial Union competing in the Heartland Championship;

“Home Super Rugby Franchise” has the meaning set out in the Collective Agreement;

“NZRU” means the New Zealand Rugby Union Incorporated;

“Player” means a rugby union player who is a Premier Competition Captured Player or a Heartland Championship Captured Player;

“Playing 23” means the fifteen selected players plus eight reserves as recorded on the team sheet provided to the NZRU for any Premier Competition match;

“Playing 22” means the fifteen selected players plus seven reserves as recorded on the team sheet provided to the NZRU for any Heartland Championship match;

“Premier Competition Captured Player” has the meaning set out in clause 5.1;

“Premier Competition” means the Premier Competition as provided for under the NZRU Domestic Competition Regulations;

“Premier Competition Union” means a Provincial Union competing in the Premier Competition;

“Provincial Union” means an Affiliated Union as defined in the NZRU Constitution;

“Provincial Union Contract” means the contract set out in the Collective Agreement;

“Provincial Union Development Contract” means the contract set out in the Collective Agreement;

PART 1

“Provincial Union Term” has the meaning set out in the Collective Agreement;

“Provincial Union Development Term” has the meaning set out in the Collective Agreement;

“Registered” means, in relation to a player:

- having completed the NZRU Senior Player Registration Form for that Contract Year; or
- having an approved online Senior Player registration recorded in the Sportsground Online Rugby Registration system; or
- having an active registration in the National Rugby Database;

“RPC” means the Rugby Players Collective Inc;

“Super Rugby Competition” has the meaning set out in the Collective Agreement;

“Super Rugby Eligibility Date” is a date specified by the NZRU in agreement with the RPC (with such agreement to be reached no later than the end of August in each Contract Year);

“Transfer” is the process by which a Player alters his Provincial Union by moving from his Captured Union to the Transferring Union pursuant to these Regulations;

“Transfer Period” is the period beginning 1 October in one Contract Year to the Friday following the Super Rugby Competition final in the immediately following Contract Year;

“Transferring Union” in relation to a particular Player means the Provincial Union to which that Player wishes to transfer;

Part 2 • Player Movement

2 INTRODUCTION

- 2.1 These Regulations govern the process by which a Player alters their Provincial Union.
- 2.2 The Transfer of any Player wishing to be eligible to play for a Provincial Union other than the Player's Captured Union must take place in accordance with these Regulations.
- 2.3 There is no restriction upon the number of Players that may Transfer from, or to, any Provincial Union.

3 TRANSFER PERIOD

- 3.1 The Transfer of a Player wishing to play in the Premier Competition must occur in the **Transfer Period**.
- 3.2 If the Transfer of a Player is agreed in writing and notified to the NZRU prior to the Super Rugby Eligibility Date (even if it is to take effect at a later date in the Transfer Period) the Player's Transferring Union will be taken into account for the purpose of determining his Home Franchise for the following Super Rugby Competition.
- 3.3 A Player may transfer only once in the Transfer Period.

4 CAPTURED UNION

- 4.1 A Premier Competition Captured Player or a Heartland Championship Captured Player shall be deemed to be captured by the Provincial Union in which he is currently Registered. This Provincial Union will be the Player's **Captured Union** until otherwise determined pursuant to these Regulations.
- 4.2 A Player is not eligible to be selected for the Playing 22 or 23 as applicable of a Provincial Union, other than his Captured Union, for the Premier Competition immediately following the Transfer Period during which the Player becomes a Premier Competition Captured Player or Heartland Championship Captured Player unless the Player has transferred in accordance with these Regulations, or has been loaned in accordance with the *NZRU Player Eligibility Regulations*.

5 TRANSFER OF PREMIER COMPETITION CAPTURED PLAYERS

- 5.1 A Premier Competition Captured Player is a player who is:
 - (a) party to a Provincial Union Contract or a Provincial Union Development Contract at any time during the Transfer Period; or
 - (b) enrolled in one of the 14 Regional Rugby Academies and Registered with a club affiliated to a Premier Competition Union during the Contract Year in which the Transfer Period commences; or
 - (c) Registered with a club affiliated to a Premier Competition Union and is either:
 - (i) named in any New Zealand Under 20 representative squad announced during the Contract Year in which the Transfer Period commenced; or

PART 2

- (ii) named in any New Zealand Under 20 representative squad announced during the Transfer Period.
- 5.2 A Player who is a party to a Provincial Union Contract (or Provincial Union Development Contract) may only Transfer following the expiry of that Player's Provincial Union Term (or Provincial Union Development Term, as the case may be) or earlier termination of these contracts. For the avoidance of doubt, a Player is not in breach of any employment obligation by entering into discussions during his Provincial Union Term or Provincial Union Development Term concerning employment arrangements which are proposed for a period after the expiry of that Term.
- 5.3 A Player who is not a party to a Provincial Union Contract or Provincial Union Development Contract may enter into a Provincial Union Contract or Provincial Union Development Contract at any time.
- 5.4 A Premier Competition Captured Player may Transfer to another Premier Competition Union during the Transfer Period using the Player Movement Form attached as Schedule 1.
- 5.5 A Premier Competition Captured Player may Transfer to a Heartland Championship Union without using the Player Movement Form. Such Transfer will be completed by registering in the Heartland Championship Union.
- 5.6 No Development Compensation Fee is payable where a Premier Competition Captured Player Transfers.

6 TRANSFER OF HEARTLAND CHAMPIONSHIP CAPTURED PLAYERS

- 6.1 A Heartland Championship Captured Player is a player who is:
 - (a) Registered with a club affiliated to a Heartland Championship Union and is selected in the Playing 22 of that Heartland Championship Union on one or more occasions during the Heartland Championship taking place at the time the Transfer Period commences; or
 - (b) Registered with a club affiliated to a Heartland Championship Union and is either:
 - (i) named in any New Zealand Under 20 representative squad announced during the Contract Year in which the Transfer Period commences; or
 - (ii) named in any New Zealand Under 20 representative squad announced during the Transfer Period; or
 - (c) Registered with a club affiliated to a Heartland Championship Union and is either:
 - (i) named in the New Zealand Secondary Schools representative squad announced during the Contract Year in which the Transfer Period commences; or
 - (ii) named in any New Zealand Secondary Schools representative squad announced during the Transfer Period.

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- 6.2 A Heartland Championship Captured Player may Transfer to a Premier Competition Union during the Transfer Period using the Player Movement Form attached as Schedule 2. A Heartland Championship Captured Player may Transfer to a Heartland Championship Union without using the Player Movement Form. Such Transfer will be completed by registering in the Heartland Championship Union.
- 6.3 A Player who is a party to an agreement with a Heartland Championship Union may only Transfer following the expiry of that agreement.
- 6.4 A Development Compensation Fee may be payable where a Heartland Championship Captured Player Transfers to a Premier Competition Union. The maximum Development Compensation Fee in these circumstances is as follows:

Category of Player	Maximum Development Compensation Fee
“Heartland Championship” as defined in 6.1(a)	\$15,000
“New Zealand Under 20” as defined in 6.1 (b)	\$15,000
“New Zealand Secondary Schools” as defined in 6.1 (c)	\$10,000

- 6.5 Where a Heartland Championship Captured Player wishes to Transfer to a Premier Competition Union there are two alternatives available to the Transferring Union:
- (a) The Transferring Union may agree a Development Compensation Fee with the Captured Union to be paid at the time the Transfer takes place during the Transfer Period; or
- (b) The Transferring Union may agree at the time of the Transfer to pay the Captured Union a Development Compensation Fee for that Heartland Championship Captured Player in the event that the Transferring Union contracts that Player on a Provincial Union Contract or Provincial Union Development Contract during the Contract Year in which the Transfer Period finishes. For the avoidance of doubt:
- (i) the amount of such Development Compensation Fee need not be determined at the time of the Transfer; and
- (ii) the Development Compensation Fee will be payable at the time the Player enters into a Provincial Union Contract or Provincial Union Development Contract.

In the event the Transferring Union cannot agree the amount of the Development Compensation Fee with the Captured Union, the Transferring Union may refer the matter to the CEO of the NZRU. Upon referral, the CEO will establish a panel of senior management to determine the amount of the Development Compensation Fee taking into account the submissions of the Captured Union and Transferring Union and any other interested stakeholder, the number of years that the player has been registered to the Captured Union, the costs incurred in developing the player, the financial capacity of the Transferring Union to pay, and any other relevant factors.

- 6.6 In the event a Transferring Union fails to pay to the Captured Union any agreed Development Compensation Fee the NZRU may deduct the amount from the next NZRU grant due to be paid to the Transferring Union.

PART 2

6.7 The NZRU shall within 10 working days of deducting it from any NZRU grant, pay the full amount to the Captured Union.

7 NOTIFICATION OF TRANSFER

7.1 No Transfer of a Player to a Premier Competition Union will be recognised by the NZRU unless a Player Movement Form as set out in Schedule 1 or 2 has been submitted to the NZRU.

7.2 All Player Movement Forms must be submitted to the NZRU prior to the end of the Transfer Period.

7.3 At the end of the Transfer Period the NZRU shall notify all Provincial Unions of all Transfers to Premier Competition Unions that occurred during the Transfer Period. Any Player will no longer be captured by his Captured Union and shall be entitled to be selected and play for the Playing 22/23 of the Transferring Union from the transfer date noted on the Player Movement Form submitted to the NZRU or on the date that the transfer is acknowledged by the NZRU, whichever is the later.

Part 3 • General

8 CHANGES TO REGULATIONS

- 8.1 These Regulations have been developed pursuant to the Collective Agreement.
- 8.2 In the event the NZRU wishes to make amendments to these Regulations it must comply with the following process:
- (a) in the first instance, the NZRU must meet with the RPC and attempt to obtain its agreement to any amendment;
 - (b) if the RPC withholds agreement, the NZRU may proceed to make the amendment (provided that, in that event the RPC may seek to rely upon the problem resolution provisions of the Collective Agreement).

9 BREACH OF REGULATIONS

- 9.1 Any breach of these Regulations by a Provincial Union will be dealt with by the NZRU in accordance with clause 14 of the NZRU *Domestic Competition Regulations*.
- 9.2 Prior to reaching a conclusion that there has been a breach of these Regulations, the NZRU will notify the RPC of the nature of the alleged breach and provide the RPC with access to any information and an opportunity to have input into the investigation of any alleged breach, including any submissions RPC wish to make about penalty.

SCHEDULE 1

PLAYER MOVEMENT FORM • PREMIER COMPETITION CAPTURED PLAYER

1. Player Details *(Player to complete)*

Name:
(First name/s) *(Surname)*

(a) Captured Union (Union transferring from):

(b) Transferring Union (Union transferring to):

Status during the Transfer Period (tick relevant option/s):

Provincial Union or Provincial Union Development Contract

Rugby Academy Member

New Zealand Under 20 Representative

This Transfer will take effect from:
(Transfer Date)

.....
(Signature of Player) *(Date)*

2. Details of Transfer *(Provincial Unions to complete)*

We, the Provincial Unions specified below, agree that the above named Player will Transfer in accordance with the NZRU Player Movement Regulations. From the Transfer Date the Player will be eligible to play for the Transferring Union in the Premier Competition or Heartland Championship. If this form is agreed by all parties and notified to the NZRU before the Super Rugby Eligibility Date this Transfer will be taken into account for the Super Rugby Selection Process, regardless of the Transfer Date.

Name of Captured Union:

.....
(Signature of Authorised Person from the Captured Union)

Name: Position: Date:

Name of Transferring Union:

.....
(Signature of Authorised Person from the Transferring Union)

Name: Position: Date:

For Office use only:
1. *Date Form received:*
2. *Agreed Transferring Union:*

SCHEDULE 2

PLAYER MOVEMENT FORM • HEARTLAND CHAMPIONSHIP CAPTURED PLAYER

1. Player Details *(Player to complete)*

Name:
(First name/s) *(Surname)*

(a) Captured Union (Union transferring from):

(b) Transferring Union (Union transferring to):

Status during the Transfer Period (tick relevant option/s):

	Maximum Development Compensation Fee	
Heartland Championship Provincial Union Rep	\$15,000	<input type="checkbox"/>
New Zealand Under 20 Representative	\$15,000	<input type="checkbox"/>
New Zealand Secondary Schools Representative	\$10,000	<input type="checkbox"/>

This Transfer will take effect from:
(Transfer Date)

.....
(Signature of Player) *(Date)*

2. Details of Transfer *(Provincial Unions to complete)*

We, the Provincial Unions specified below, agree that the above named Player will Transfer in accordance with the NZRU Player Movement Regulations. From the Transfer Date the Player will be eligible to play for the Transferring Union in the Premier Competition. If this form is agreed by all parties and notified to the NZRU before the Super Rugby Eligibility Date this Transfer will be taken into account for the Super Rugby Selection Process, regardless of the Transfer Date.

Name of Captured Union:

.....
(Signature of Authorised Person from the Captured Union)

Name: Position: Date:

Name of Transferring Union:

Either: *(Delete if not applicable)*

In accordance with clause 6.5(a), the Transferring Union agrees to pay by way of a Development Compensation Fee at the time of the Transfer of this Player.

Or:

In accordance with clause 6.5(b), the Transferring Union agrees to pay a Development Compensation Fee in the event that the Transferring Union contracts that Player on a Provincial Union Contract or Provincial Union Development Contract during the Contract Year in which the Transfer Period finishes.

.....
(Signature of Authorised Person from the Transferring Union)

Name: Position: Date:

For Office use only:

1. *Date Form received:*
2. *Agreed Development Compensation Fee:*
3. *Agreed Transferring Unions*

NEW ZEALAND RUGBY UNION
Competition Regulations Handbook • 2018
Domestic Competitions

NEW ZEALAND RUGBY UNION

Domestic Competition Regulations

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1 COMPOSITION

- 1.1 The domestic interprovincial competitions are conducted by the NZRU on an invitation basis and there is no obligation for a Provincial Union to participate.
- 1.2 In the event that a Provincial Union's application to participate in the domestic competitions ("Domestic Competitions") is accepted by the NZRU, it is a condition of continued participation in the Domestic Competitions that the Provincial Union comply with the terms of their application and the Participation Agreement as far as that relates to participation in the Domestic Competitions.
- 1.3 The Domestic Competitions will be played in two divisions:
 - a. Premier Competition; and
 - b. Heartland Championship.
- 1.4 The NZRU may, at its discretion, on an annual basis decide to establish a B Competition for Provincial Unions participating in the Premier Competition. If a B Competition is established, all Provincial Unions participating in the Premier Competition will be required to participate in the B Competition.

2 DEFINITIONS

- 2.1 In these Regulations, unless the context requires or indicates otherwise, the following definitions shall apply:

"Board" means the Board of the NZRU;

"Competition Manual" means the manual published by the NZRU from time to time relating to the operation of the Domestic Competition;

"Finals Round" has the meaning set out in clauses 15-17 of Appendix 1 and clauses 11-12 of Appendix 2;

"NZRU Fixture" has the meaning set out in the NZRU Regulations Relating to the Definition of an NZRU Fixture, the Order of Precedence and First Class Fixtures;

"Home Union" has the meaning set out in clause 5.3;

"Home Match" means a match to be played at the venue specified in the Provincial Union's application for participation in the Domestic Competitions;

"NZRU" means the New Zealand Rugby Union Incorporated;

"Playing Uniform" means rugby jerseys, shorts, tracksuits, socks, boots, boot studs, laces, headgear, mouth guards, mitts, visible undergarments, protectors, elastic bandages and any other type of "strapping", used for the purposes of participating in, or preparing for, any rugby match, including as a substitute;

"Provincial Union" means an Affiliated Union as defined in the NZRU Constitution;

"Visiting Union" has the meaning set out in clause 6.1.

3 FORMAT

- 3.1 The Premier Competition will be played in the format set out in Appendix 1 to these Regulations.
- 3.2 The Heartland Championship will be played in the format set out in Appendix 2 to these Regulations.
- 3.3 If played, the B Competition will be played in the format set out in Appendix 3 to these Regulations.

4 SCHEDULING AND CANCELLATION

- 4.1 The NZRU will set the dates, venues and times for all Domestic Competition matches.
- 4.2 The NZRU has the right to appoint a match as the main curtain-raiser for any Domestic Competition match.
- 4.3 All Domestic Competition matches during the Premier Competition or Heartland Championship are NZRU Fixtures.
- 4.4 Subject to clause 4.6, each Provincial Union participating in the Domestic Competition must play all matches that it is scheduled to play as directed by the NZRU pursuant to clause 4.1.
- 4.5 Subject to clause 4.6, if:
 - a. A Domestic Competition match is not played on its scheduled day; and
 - b. In the opinion of the NZRU, a valid reason exists for that Domestic Competition match not being played on that day;

the NZRU shall, in consultation with the Provincial Unions who were to have participated in the match and with the cooperation of those Provincial Unions, arrange for the match to be rescheduled on an alternative date (which is to be as soon as reasonably possible after the originally scheduled date) and, if required by the NZRU at an alternative venue.

- 4.6 If a Domestic Competition match is not played on its scheduled day and, in the opinion of the NZRU, no valid reason exists for that match not being played on that day, the NZRU may, in its discretion:
 - a. Determine that one or both of the Provincial Unions who were to have participated in the match was responsible for the match not being played on that day; and
 - b. Impose any of the penalties set out in clause 13 of these Regulations on that Provincial Union or Unions.
- 4.7 If a Domestic Competition match is not played on its scheduled day, the NZRU may direct that the match is cancelled if:
 - a. The result of that match would have no effect on determining the semifinalists (if relevant), or the finalists of that Competition; and
 - b. both of the Provincial Unions who would have participated in the match agree to the match being cancelled; and

DOMESTIC COMPETITION REGULATIONS

- c. If (a) and (b) occur, the points for the match will be shared on the basis of two points to each team.
- 4.8 All Provincial Unions are required to ensure that all travel arrangements made for its Domestic Competition team allow for the arrival of the team with sufficient time to ensure that Domestic Competition matches are played at the scheduled date, time and venue.
- 4.9 All Provincial Unions are required to ensure that they have a home venue that meets the “Minimum Stadia Requirements” as set out in the Competition Manual available for the entire period of the Domestic Competition including any Finals Round. In the event that a Provincial Union advises the NZRU that it does not have a home venue available for a Home Match scheduled in accordance with clause 4.1 to the satisfaction of the NZRU the match will be moved at the NZRU’s discretion to:
- a. the home venue of the Visiting Union participating in the match; or
 - b. an alternative neutral venue as determined by the NZRU.

5 REFEREES AND ASSISTANT REFEREES

- 5.1 The NZRU will appoint referees for all matches in the Domestic Competitions, unless otherwise directed in the Competition Manual.
- 5.2 The NZRU will appoint both assistant referees and the television match official for all Finals Round matches, unless otherwise directed in the Competition Manual.
- 5.3 The Provincial Union for whom the Domestic Competition match is a Home Match (“the Home Union”) will appoint two suitably qualified and experienced referees as assistant referees for Round Robin matches and shall identify one of those assistant referees as the reserve referee for that match.
- 5.4 The Home Union will appoint other match officials as may be directed by the NZRU as per the Competition Manual.

6 FUNDING

- 6.1 The NZRU will provide travel for the team of the Provincial Union for whom the Domestic Competition match is not a Home Match (“the Visiting Union”) as follows:
- a. Except as provided for in (c) below, air travel for the Visiting Union from the most appropriate departure airport (as determined by the NZRU in consultation with the Visiting Union) to the most appropriate airport close to the venue of the match.
 - b. Coach transport to and from:
 - i. The home base departure point, where the airport is outside the home base city or town.
 - ii. The arrival point, where the match is to be played outside the environs of the arrival city or town.
 - c. Where (in the opinion of the NZRU) air travel is impractical, coach transport from the home base to the venue. Guidelines will be provided in the Competition Manual.

6.2 All other expenses associated with the Visiting Union's participation in all Domestic Competitions matches are the responsibility of the Visiting Union, subject to the express provisions of these Regulations and Appendices.

6.3 Gate charges for all matches will be determined at the discretion of the Home Union.

7 COMPLIMENTARY TICKETS

7.1 Each Union will allocate complimentary tickets to the following with the number to be prescribed from time to time in the Competition Manual:

- a. To the Visiting Union.
- b. To the NZRU for distribution to the NZRU's sponsors and officials or other persons nominated by the NZRU.

8 MATCH BALLS

8.1 Only balls manufactured or supplied by the NZRU's official supplier of rugby footballs are to be used for Domestic Competition matches.

9 PLAYING STRIP COLOUR CLASHES

9.1 Where the NZRU determines a colour clash will arise in a Domestic Competition match, the team that will be required to play in an alternative strip will be determined as follows:

- a. in accordance with any approval of colours given by the CEO in terms of sub clause 20.2 of the NZRU Constitution; and
- b. if not determined by (a) above, then the Visiting Team will play in its alternative strip.

10 ADVERTISING ON PLAYER UNIFORMS

10.1 Any advertising, sponsor or manufacturer marks on Playing Uniforms must comply with:

Directions made by the NZRU (in accordance with World Rugby Regulations), with respect to size, location and number of marks.

10.2 Provincial Unions are required to affix the Domestic Competition logo, as provided by the NZRU, to the centre bottom of the right hand sleeve of their team's playing jersey including any alternate jersey. Each Provincial Union will provide the NZRU with an example of its Team's playing jersey each year for promotional and display purposes.

11 TEAM NUMBERING

11.1 All playing jerseys must be numbered according to generally accepted Rugby practice and in particular in the manner provided in Regulation 15.1 of the World Rugby Regulations Relating to the Game.

12 TEAM NAMING

12.1 Provincial Unions are required to announce publicly 24 hours prior to the kick-off of any Domestic Competition match the 15 players who will start that match and their respective positions together with the seven replacements/substitutes.

13 PENALTY

- 13.1 If satisfied that an administrative error or an oversight has occurred that may cause or has caused a breach of these Regulations, or may result or has resulted in unfair consequences that are contrary to the purpose of one or more provisions of the NZRU Player Movement Regulations or the NZRU Player Eligibility Regulations, NZRU Management can, at its discretion, take the necessary steps to remedy the error or oversight or avoid the unfair consequences without the need to refer the matter to the Board if the implications of the breach or unfair consequences are or would be manifestly disproportionate or unfair in light of the conduct in question.
- 13.2 Subject to clause 13.1, the Board has jurisdiction to determine whether or not there has been any breach of these Regulations, the *NZRU Player Movement Regulations*, the *NZRU Player Eligibility Regulations*, or the *NZRU Super Rugby Contracting Regulations*. For the avoidance of doubt, any breach of the *NZRU Salary Cap Regulations* will be dealt with in accordance with the relevant provisions of the *NZRU Salary Cap Regulations* and not these Regulations.
- 13.3 Where the Board considers a breach of the Regulations referred to in clause 13.2 has occurred it may impose any penalty as, in its discretion it considers appropriate, including one or more of the following:
- a. A financial penalty (which may, in the case of a Provincial Union in breach of clause 4.6, be paid in whole or in part to the Provincial Union whose team were available to play);
 - b. A deduction in points awarded to a Provincial Union on the points table for the Domestic Competition; and/or
 - c. Where the Board considers that there are exceptional circumstances and that a fair result requires a reallocation of points, any points deducted from a Provincial Union may be awarded to another Provincial Union or Provincial Unions on the points table for the Domestic Competition;
 - d. The awarding of points to the Provincial Union not at fault;
 - e. Expulsion from the Domestic Competition.

14 DISPUTES AND INTERPRETATION

- 14.1 Subject to Rule 10 of the NZRU Constitution, any dispute as to:
- a. The meaning or interpretation of these Regulations; or
 - b. As to any matter or questions relating to matches played as part of the Domestic Competition but not provided for in these Regulations
- will be determined by the NZRU.

Appendix 1 • Regulations Relating Solely to the Premier Competition

ENTRY

1. Entry to the Premier Competition is at the discretion of the Board.
2. Continued participation in the Premier Competition is at the discretion of the Board acting reasonably and is subject to on-going compliance with the terms of application and the Participation Agreement as far as it relates to the Domestic Competition.
3. The Premier Competition will contain up to 14 Provincial Unions as determined by the Board.

FORMAT

4. The Premier Competition will be played as the Premiership and Championship.
5. Each Team plays ten competition matches prior to semi-finals and/ or finals. The Premiership and the Championship will play:
 - a. The Round Robin as set out in clauses 7-9 of this Appendix; followed by
 - b. The Finals Round as set out in clauses 14-16 of this Appendix.

SEEDING

6. The seedings for the Premier Competition will be allocated in accordance with this clause, and clauses 21 and 22:

1 st seed	The winner of the final of the Premiership in the immediately preceding year.
2 nd seed	The loser of the final of the Premiership in the immediately preceding year.
3 rd seed	The losing semifinalist in the Premiership in the immediately preceding year which, in that year, had the higher aggregate number of competition points in the Round Robin of the losing semifinalists. If no semifinals were played in the immediately preceding year, then of the remaining Provincial Unions, the Union that finished with the highest aggregate number of competition points in the Round Robin.
4 th seed	The losing semifinalist in the Premiership in the immediately preceding year which, in that year, had the lower aggregate number of competition points in the Round Robin of the losing semifinalists. If no semifinals were played in the immediately preceding year, then of the remaining Provincial Unions, the Union that finished with the next highest aggregate number of competition points in the Round Robin.
5 th and 6 th seeds	The remaining Provincial Unions that played in the Premiership in the immediately preceding year (other than the Provincial Union with the lowest aggregate number of competition points), ranked according to their aggregate number of competition points in the Round Robin in that year.
7 th seed	The winner of the Championship final in the immediately preceding year.
8 th seed	The Provincial Union that played in the Premiership in the immediately preceding year that had the lowest number of aggregate points.

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- 9th seed The loser of the final of the Championship in the immediately preceding year.
- 10th seed The losing semifinalist in the Championship in the immediately preceding year which, in that year, had the higher aggregate number of competition points in the Round Robin of the losing semifinalists. If no semifinals were played in the immediately preceding year, then of the remaining Provincial Unions, the Union that finished with the highest aggregate number of competition points in the Round Robin
- 11th seed The losing semifinalist in the Championship in the immediately preceding year which, in that year, had the lower aggregate number of competition points in the Round Robin of the losing semifinalists. If no semifinals were played in the immediately preceding year, then of the remaining Provincial Unions, the Union that finished with the next highest aggregate number of competition points in the Round Robin.
- 12th - 14th seeds The remaining Provincial Unions that played in the Championship in the immediately preceding year, ranked according to their aggregate number of competition points in the Round Robin in that year.

- a. In the event that two or more Provincial Unions have the same number of competition points, that tie will be broken in accordance with clause 11 of this Appendix.
- b. The teams seeded 1st-7th will be in the Premiership, seeded 1st-7th respectively. The teams seeded 8th-14th will be in the Championship, seeded 8th-14th respectively.

ROUND ROBIN

7. The Round Robin will consist of each Provincial Union playing:
 - a. Six matches against the other teams in the Premiership for Premiership teams, and six matches against the teams in the Championship for Championship teams (round robin matches), of which three matches will be home and three will be away matches; and
 - b. Four matches against teams from the Premiership for Championship teams, and four matches against teams in the Championship for Premiership teams (crossover matches), of which two matches will be home and two will be away matches.
8. The NZRU will be responsible for determining the draw for the Round Robin including the order of matches and the allocation of home and away matches.
9. The way in which the crossover matches will be determined is as follows:
 - a. For one of the crossover matches, the draw will be based on the team seeded first in the Premiership playing the team seeded seventh in the Championship, the team seeded second in the Premiership playing the team seeded sixth in the Championship, and so on. These matches will be home matches for the Championship Teams.
 - b. For the other three crossover matches, there will be a selection process in which there will be three rounds of picks that take place as follows:
 - i. In the first round of picks matches are selected by Championship Teams in reverse order of seeding (i.e. the lowest seeded Championship Team has

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first pick, the second lowest seeded Championship Team has second pick, and so on). These matches will be played as home matches for the Championship Teams;

- ii. In the second round of picks matches are selected by Premiership Teams in order of seeding (i.e. the first seeded Premiership Team has first pick, the second seeded Premiership Team has second pick, and so on). These matches will be played as home matches for the Premiership Teams;
 - iii. In the third round of picks matches are selected by Championship Teams in order of seeding (i.e. the highest seeded Championship Team has first pick, the second highest seeded Championship Team has second pick, and so on). These matches will be played as home matches for the Premiership Teams;
- c. in making any selection:
- i. a Team may not select a Team that it will already play (for example, as a result of a pick made by another Team in a previous round); and
 - ii. where the process necessarily results in the situation described in the previous paragraph, the previous two picks in that round will be ruled void, and must be made again (and must be made differently).
- d. the above selections will be made, on a sequential basis, on the same day at an event dedicated for this purpose.

STATUS OF MATCHES

10. All matches in the Round Robin carry full competition points.

TIES DURING OR AT CONCLUSION OF ROUND ROBIN

11. In the event that two or more Premiership teams or two or more Championship teams have the same number of competition points the positions of the Provincial Unions will be determined in accordance with the following criteria, which will be applied in the order in which they appear below until the tie is broken:
- a. Where any two Provincial Unions are tied:
 - i. The winner of any Round Robin match played between the two Provincial Unions in that year will have the higher position.
 - ii. The Provincial Union which has the higher points difference in the Round Robin will have the higher position.
 - b. Where three or more Provincial Unions are tied:
 - i. if all tied Provincial Unions have played each other the tied Provincial Union with the most competition points in that year against the other tied Provincial Unions shall have the higher position.
 - ii. if all tied Provincial Unions have not played against the other tied Provincial Unions, the tied Provincial Union which has the higher points difference in the Round Robin will have the higher position.

APPENDIX 1

- c. If a tie cannot be broken by the criteria set out in subclauses (a) and (b) of this clause:
 - i. The Provincial Union that scored the most tries in the Round Robin shall have the higher position.
 - ii. The Provincial Union that scored the most points in the Round Robin shall have the higher position.
 - iii. The toss of a coin will be used.

FINALS RANKING

12. The four Provincial Unions in the Premiership and the four teams in the Championship with the highest number of competition points at the completion of the Round Robin will proceed to the Finals Round. In the event that two or more Provincial Unions in the Premiership or two or more teams in the Championship have the same number of competition points, that tie will be broken in accordance with clause 11 of this Appendix. The remaining 6 Provincial Unions will take no further part in the Premier Competition.
13. The four Provincial Unions in the Premiership and the four teams in the Championship with the highest number of competition points at the completion of the Round Robin will be allocated a Finals Ranking from 1 to 4, as follows:

Finals Rankings

1. Provincial Union with the highest number of competition points at the completion of the Round Robin
- 2-4 Provincial Unions with the next-highest number of competition points at the completion of the Round Robin in descending order from 2 to 4

FINALS ROUND

14. Based on the Finals Rankings for the Premiership and the Championship, the semi-finals will be played as follows:
 - a. 1 plays 4;
 - b. 2 plays 3;
15. The winning semi-finalists in the Premiership will play each other in the Premiership final. The winning semi-finalists in the Championship will play each other in the Championship final.
16. The winning finalist in the Premiership will be awarded the Premier Competition trophy. The winning finalist in the Championship will be promoted to the Premiership for the following year.

VENUES FOR FINALS ROUND

17. The venue for all Finals Round matches will be the home venue of the Provincial Union with the higher Finals Ranking of the two teams participating in that match. This is subject to the NZRU having the right to change the venue if circumstances necessitate it.

TIES IN FINALS ROUND

18. In the event that teams are tied at the end of a semi-final or final match, the winner will be determined by the following criteria, which shall be applied in the order in which they appear until a result is determined:
 - a. The winner following a further ten (10) minutes of extra time each way.
 - b. The team scoring the most tries in the match (including extra time).
 - c. The winner of any Round Robin match played in that year between the two teams.
 - d. The team having the higher points difference at the end of the Round Robin.
 - e. The team that scored the most tries in the Round Robin.
 - f. The team that scored the most points in the Round Robin.
 - g. The team with the higher Finals Ranking.

FINALS PAYMENT

19. The Visiting Union for a semi-final or final match of either the Premiership or the Championship will be entitled to receive payment of actual and reasonable costs from the Home Union with the maximum amounts to be determined by the NZRU from time to time and set out in the Competition Manual.
20. The NZRU reserves the right to audit the ticket receipts of Home Unions for all Finals Round matches and the Unions must provide the NZRU with access to all relevant records and such assistance as the NZRU may reasonably require for this purpose.

PROMOTION AND RELEGATION

21. The winner of the Championship final will be automatically promoted to the Premiership for the following year and will be the seventh seed.
22. The Provincial Union in the Premiership with the lowest number of competition points at the completion of the Round Robin will be automatically relegated to the Championship for the following year and will be the eighth seed. In the event that two or more Provincial Unions in the Premiership have the same number of competition points, that tie will be broken in accordance with clause 11 of this Appendix.

Appendix 2 • Regulations Relating Solely to the Heartland Championship

ENTRY

1. Entry to the Heartland Championship is at the discretion of the NZRU.
2. Continued participation in the Heartland Championship is at the discretion of the NZRU acting reasonably and is subject to on-going compliance with the terms of application and the Participation Agreement as far as it relates to the Domestic Competitions.
3. The Heartland Championship will contain up to 12 Provincial Unions as determined by the Board.

MEADS CUP AND LOCHORE CUP

4. The Meads Cup and the Lochore Cup will be contested in the Heartland Championship.
5. If the holder of either the Meads Cup or the Lochore Cup is not a participant in the Heartland Championship, that Cup will be returned to the NZRU.

FORMAT

6. The Heartland Championship will be played over ten weeks:
 - a. In one round of pool play (“Round Robin”); followed by
 - b. Semifinals and finals (“the Finals Rounds”) in the Meads Cup and the Lochore Cup.

ROUND ROBIN

7. The Round Robin will consist of each Provincial Union playing eight matches, four of which will be home matches and four will be away matches
8. The NZRU will be responsible for determining the draw for the Round Robin including the order of matches and the allocation of home and away matches.

STATUS OF MATCHES

9. All matches in the Round Robin carry full competition points.

TIES DURING OR AT CONCLUSION OF ROUND ROBIN

10. In the event that two or more Provincial Unions in the Heartland Championship have the same number of competition points, the positions of the Provincial Unions will be determined in accordance with the following criteria, which will be applied in the order in which they appear below until a result as to the positions of the relevant Provincial Unions is determined:
 - a. Where any two Provincial Unions are tied:
 - i. The winner of any Round Robin match played between the two Provincial Unions in that year will have the higher position.
 - ii. The Provincial Union which has the higher points difference in the Round Robin will have the higher position.

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- b. Where three or more Provincial Unions are tied:
 - i. if all tied Provincial Unions have played each other the tied Provincial Union with the most competition points in that year against the other tied Provincial Unions shall have the higher position.
 - ii. if all tied Provincial Unions have not played against the other tied Provincial Unions, the tied Provincial Union which has the higher points difference in the Round Robin will have the higher position.
- c. If a tie cannot be broken by the criteria set out in subclauses (a) and (b) of this clause:
 - i. The Provincial Union that scored the most tries in the Round Robin shall have the higher position.
 - ii. The Provincial Union that scored the most points in the Round Robin shall have the higher position.
 - iii. The toss of a coin will be used.

FINALS ROUND

- 11. The four Provincial Unions with the highest number of competition points at the completion of the Round Robin will proceed to the Meads Cup Finals.
- 12. The four Provincial Unions with the fifth highest to the eighth highest number of competition points at the completion of the Round Robin will proceed to the Lochore Cup Finals.

MEADS CUP FINALS

- 13. The semifinals in the Meads Cup will be played as follows:
 - a. The Provincial Union in the Meads Cup semifinals with the highest number of competition points in the Round Robin will play the Provincial Union in the Meads Cup semifinals with the lowest number of competition points in the Round Robin; and
 - b. The Provincial Union in the Meads Cup semifinals with the second-highest number of competition points in the Round Robin will play the Provincial Union in the Meads Cup semifinals with the second-lowest number of competition in the Round Robin.
- 14. The winning semifinalists will play each other in the Meads Cup final. The winning finalist will be awarded the Meads Cup.

LOCHORE CUP FINALS

- 15. The semifinals in the Lochore Cup will be played as follows:
 - a. The Provincial Union in the Lochore Cup semifinals with the highest number of competition points in the Round Robin will play the Provincial Union in the Lochore Cup semifinals with the lowest number of competition points in the Round Robin.

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- b. The Provincial Union in the Lochore Cup semifinals with the second-highest number of competition points in the Round Robin will play the Provincial Union in the Lochore Cup semifinals with the second-lowest number of competition points in the Round Robin.
16. The winning semifinalists will play each other in the Lochore Cup final. The winning finalist will be awarded the Lochore Cup.

VENUES FOR FINALS ROUND

17. The venue for all Finals Round matches will be the home venue of the Provincial Union with the higher number of competition points in the Round Robin of the two teams participating in that match. Ties will be broken in accordance with clause 10 of this Appendix.

TIES IN FINALS PLAY

18. In the event that teams are tied at the end of a semifinal or final match, the winner will be determined by the following criteria, which shall be applied in the order in which they appear until a result is determined:
- a. The winner following a further ten (10) minutes of extra time each way.
 - b. The team scoring the most tries in the match (including extra time).
 - c. The winner of any Round Robin match played in that year between the two teams.
 - d. The team having the higher points difference in the Round Robin.
 - e. The team that scored the most tries in the Round Robin.
 - f. The team that scored the most points in the Round Robin.
 - g. The team with the higher number of competition points in the Round Robin.

FINALS PAYMENT

19. The NZRU will pay an amount to the Visiting Union competing in a semifinal or final match in either the Meads Cup or the Lochore Cup, with the amount to be determined by the NZRU from time to time and set out in the Competition Manual.
20. The NZRU reserves the right to audit the ticket receipts of Home Unions for all Finals Round matches and the Unions must provide the NZRU with access to all relevant records and such assistance as the NZRU may reasonably require for this purpose.

Appendix 3 • Regulations Relating Solely to the B Competition

ENTRY

1. If played, the B Competition will be made up of teams from each of the Provincial Unions participating in the Premier Competition.

FORMAT

2. The B Competition will be determined by the NZRU and set out in the Competition Manual.

SEEDING

3. Seedings for the B Competition will be determined by the NZRU and set out in the Competition Manual.

NEW ZEALAND RUGBY UNION

Competition Regulations Handbook • 2018

Regulations for the Women's Competition

NEW ZEALAND RUGBY UNION

Regulations for the Women's Competition

ENTRY

1. Entry to the Women's Competition is at the discretion of the NZRU.
2. Continued participation in the Women's Competition is at the discretion of the NZRU acting reasonably.

FORMAT

3. The Women's Competition format will be determined by the NZRU following consultation with Provincial Unions and subject to team numbers. The format will be set out in the Domestic Competition Manual.

SCHEDULING AND CANCELLATION

4. The NZRU will be responsible for determining the draw for the Women's Competition including the order of matches and the allocation of home and away matches.
5. Each Provincial Union participating in the Women's Competition must play all matches that it is scheduled to play as directed by the NZRU.

6. If:

- a) A Women's Competition match is not played on its scheduled day; and

- b) In the opinion of the NZRU, a valid reason exists for that Women's Competition match not being played on that day;

the NZRU shall, in consultation with the Provincial Unions who were to have participated in the match and with the cooperation of those Provincial Unions, arrange for the match to be rescheduled on an alternative date (which is to be as soon as reasonably possible after the originally scheduled date) and, if required by the NZRU, at an alternative venue.

7. If a Women's Competition match is not played on its scheduled day and, in the opinion of the NZRU, no valid reason exists for that match not being played on that day, the NZRU may, in its discretion:

- a) Determine that one or both of the Provincial Unions who were to have participated in the match was responsible for the match not being played on that day; and

- b) Impose any of the penalties set out in clause 14 of the Domestic Competition Regulations on that Provincial Union or Unions.

8. If a Women's Competition match is not played on its scheduled day, the NZRU may direct that the match is cancelled if:

- a) The result of that match would have no effect on determining the finalists of that Competition; and

- b) both of the Provincial Unions who would have participated in the match agree to the match being cancelled; and
 - c) If a and b occur, the points for the match will be shared on the basis of two points to each team.
9. All Provincial Unions are required to ensure that all travel arrangements made for its Women's Competition team allow for the arrival of the team with sufficient time to ensure that Women's Competition matches are played at the scheduled date, time and venue.

PLAYER ELIGIBILITY

10. All players must be female.
11. Players must be at least 16 years of age as at the date of the first match in the Women's Competition in the particular year in order to participate in the Women's Competition. Any Provincial Union wishing to select a front row player that is under 19 years of age as at that date, or any other player that is under 18 years of age as at that date, must obtain prior written approval from the NZRU in the manner set out in the Competition Manual.
12. Each Provincial Union team will comprise only of players who:
- a) are registered with a club affiliated to that Provincial Union ("Local Player"); or
 - b) are registered with a club that is not affiliated to that Provincial Union, but who play for a club team that plays primarily in that Provincial Union's club competition and the Provincial Union that the player's club is affiliated to does not have a team in the NZRU Women's Competition ("Local Club Player"); or
 - c) are registered with a club affiliated to another Provincial Union, provided that the prior written consent of that Provincial Union is provided to the Provincial Union that wishes to select that player, and copied to the NZRU ("Loan Player"). This consent will not be unreasonably withheld;

provided however that, if a player has been registered with a club or rugby organisation overseas, the NZRU has received a completed World Rugby International Clearance in compliance with World Rugby Regulation 4.

13. Loan Players

13.1 A Loan Player must be party to a Loan Arrangement as follows:

- (a) the terms of the Loan Arrangement for that Loan Player are recorded in writing in the form set out in Schedule 1; and
- (b) the Loan Arrangement is signed by the Lending Provincial Union, the Borrowing Provincial Union and the Loan Player and is provided to the NZRU prior to the Loan Player being included in the Playing 22 for the Borrowing Provincial Union.

13.2 A Loan Player is only eligible to be named in the Playing 22 for the Semi-Final and Final matches of the current Women's Provincial Championship provided that:

- (a) the player has not been named in the Playing 22 for the Lending Union in the current Women's Provincial Championship; or

- (b) the player has been named in the Playing 22 for a Lending Union in the current Women's Provincial Championship but has subsequently:
 - (i) entered into a Loan Arrangement with the Borrowing Union;
 - (ii) been named in the Playing 22 for the Borrowing Union prior to the final Round Robin match; and
 - (iii) has not been named in the Playing 22 for the Lending Union following their loan.

TIES DURING OR AT CONCLUSION OF ROUND ROBIN

14. In the event that two or more Provincial Unions finish the Round Robin with the same number of competition points, the finishing positions of the Provincial Unions will be determined in accordance with the following criteria, which will be applied in the order in which they appear below until a result as to the positions of the relevant Provincial Unions is determined:

a) Where any two Provincial Unions are tied:

- i) The winner of any Round Robin match played between the two Provincial Unions in that year shall have the higher position;
- ii) The Provincial Union which has the higher points difference in the Round Robin will have the higher position.

b) Where three or more Provincial Unions are tied:

- i) The tied Provincial Union with the most competition points in that year against the other tied Provincial Unions, shall have the higher position;
- ii) If three or more Provincial Unions have an equal number of competition points against the other tied Provincial Unions, the tied Provincial Union which has the higher points difference in the Round Robin will have the higher position.

c) If a tie cannot be broken by the criteria set out in subclauses (a) and (b) of this clause:

- i) The Provincial Union that scored the most tries in the Round Robin shall have the higher position;
- ii) The Provincial Union that scored the most points in the Round Robin shall have the higher position;
- iii) The toss of a coin will be used.

FINALS RANKING & FINALS ROUND

15. The finals ranking will be determined by the NZRU as set out in the Domestic Competitions Manual.

VENUES FOR FINAL

16. The venue for the final will be determined by the NZRU.

TIES IN FINALS PLAY

17. In the event that teams are tied at the end of a final match, the winner will be determined by the following criteria, which shall be applied in the order in which they appear until a result is determined:
 - a) The winner following a further ten (10) minutes of extra time each way.
 - b) The team scoring the most tries in the match (including extra time).
 - c) The winner of any Round Robin match played in that year between the two teams.
 - d) The team having the higher points difference at the end of the Round Robin.
 - e) The team that scored the most tries in the Round Robin.
 - f) The team that scored the most points in the Round Robin.
 - g) The team with the higher Finals Ranking.

FINALS PAYMENT

18. The NZRU will pay an amount to the Visiting Union competing in the final, with the maximum amount to be determined by the NZRU from time to time and set out in the Competition Manual. For the avoidance of doubt, if the final is played at a neutral venue, both Provincial Unions will be entitled to a finals payment.

TEAM NUMBERING

19. All playing jerseys must be numbered according to generally accepted Rugby practice and in particular in the manner provided in Regulation 15.1 of the World Rugby Regulations Relating to the Game.

BREACH OF REGULATIONS

20. Any breach of these Regulations by a Provincial Union will be dealt with by the NZRU in accordance with clause 14 of the Domestic Competition Regulations.

LOAN ARRANGEMENT

Parties

Player Name:

Lending Provincial Union:

Borrowing Provincial Union:

Loan Period

Loan Start Date:

Loan Expiry Date:

Terms of Loan

Other Terms: *(please list any additional terms here, use the reverse if necessary)*

Consents and Confirmations

.....
(Signature of Player) (Date)

Name of Lending Provincial Union:

.....
(Signature of Authorised Person from the Lending Provincial Union)

Name: Position: Date:

Name of Borrowing Provincial Union:

.....
(Signature of Authorised Person from the Borrowing Provincial Union)

Name: Position: Date:

NEW ZEALAND RUGBY UNION

Competition Regulations Handbook • 2018

Ranfurly Shield

NEW ZEALAND RUGBY UNION

Regulations for the Ranfurly Shield

1. The Ranfurly Shield (the “Shield”) shall be a challenge open to all Affiliated Unions.
2. The Affiliated Union from time to time holding the Shield (the “holder”) shall hold it subject to the rights of challenge by an Affiliated Union in accordance with these Regulations.
3. The references in Regulations 5 to 11 inclusive to the “holder” are references to the holder of the Shield at the beginning of the relevant Rugby season.

CONDITIONS FOR ALL CHALLENGE MATCHES

4.
 - a. The holder shall not be required to but may at its sole discretion play any challenge match before the first day of July.
 - b. Unless the consent of the NZRU is obtained, no challenge match shall be played during the Pool Rounds or Round Robin of the Domestic Competitions by the holder against an Affiliated Union which is in a different Domestic Competition from that of the holder.
 - c. No challenge match shall be played after the last day of the Pool Rounds or Round Robin of the Domestic Competitions.
5. All home Round matches in the Pool Rounds or Round Robin of the Domestic Competitions played by the holder shall be challenge matches (“mandatory challenges”).
6. Affiliated Unions wishing to play a challenge match, other than a mandatory challenge, must give the holder notice in writing by no later than one week after the final of the Premier Competition or the Heartland Championship, whichever is the latter, in the preceding year (“non-mandatory challenges”).
7. Provided sufficient non-mandatory challenges have been lodged then;
 - a. If the holder is in the Premier Competition, it shall accept not less than two non-mandatory challenges from Affiliated Unions not in the Premier Competition. A challenge lodged under clause 6 by the holder of the Meads Cup must be accepted.
 - b. If the holder is not in the Premier Competition it shall accept not fewer than one non-mandatory challenge from an Affiliated Union in the Premier Competition.

If a Premier Competition holder has only received one non-mandatory challenge as set out above it shall accept that non-mandatory challenge received from an Affiliated Union not in the Premier Competition.
8. The holder must, not later than three weeks after the date of the final of the Premier Competition or the Heartland Championship, whichever is the latter, in the year the non-mandatory challenges are received:

REGULATIONS FOR RANFURLY SHIELD COMPETITION

- (a) give notice to the NZRU and all Affiliated Unions who have lodged non-mandatory challenges of:
 - (i) the non-mandatory challenges which have been accepted; and
 - (ii) the dates on which the non-mandatory challenge matches are to be played as agreed with the Affiliated Unions concerned (or failing such arrangement, the date fixed by the NZRU).
- 9. All challenge matches shall be played on a ground of the holder unless the holder, at its option, agrees to play a challenge match on a ground of the challenging Affiliated Union.
- 10. The NZRU shall appoint the referee for all challenge matches.

ADDITIONAL CONDITIONS WHERE THE HOLDER IS DEFEATED PART WAY THROUGH THE SEASON

- 11. All matches to be played by the new holder against other Affiliated Unions on any ground of the holder, up to and including the final weekend of the Pool Rounds or Round Robin of the Domestic Competitions, are challenge matches.
- 12. An Affiliated Union which did not previously have a match arranged with the new holder on a ground of the holder may within six days of the new holder winning the Shield, notify the holder and the NZRU of its challenge for the Shield.
- 13. The new holder may accept additional challenges lodged in accordance with Regulation 12 of these Regulations. However in determining which additional challenges are to be accepted, the new holder shall give priority to Affiliated Unions which had a challenge accepted by the holder of the Shield at the beginning of the season and whose challenge remained unplayed. The new holder shall declare within eight days of winning the Shield which additional challenges lodged under the provisions of Regulation 12 it has accepted.
- 14. If the holder is defeated but regains the Shield in the same season, then any challenges previously accepted by the Affiliated Union for dates subsequent to the date on which it regained the Shield shall be automatically reinstated.

EXPENSES

- 15. A challenging Affiliated Union which is in a different Domestic Competition to that of the holder, shall be eligible to receive a special travel grant from the holder as detailed below, provided however that this grant shall not exceed 10 per cent of the gross ticket receipts for that match.

0 to	100km	\$1,000 + GST
101 to	250km	\$2,000 + GST
251 to	500km	\$3,000 + GST
501 to	750km	\$4,000 + GST
751 to	1,000km	\$5,000 + GST
Over	1,000km	\$6,000 + GST

- 16. For the avoidance of doubt, the distances set out in clause 16 are distances for the return trip.

REGULATIONS FOR RANFURLY SHIELD COMPETITION

17. A challenging Affiliated Union that is the holder of the Meads Cup shall be eligible to receive a special grant of up to \$5,000 from the NZRU based on the net cost of the challenge if the challenge match is played on a ground of the holder.

DISPUTES AND INTERPRETATION

18. Subject to Rule 10 of the NZRU Constitution, any dispute as to:
 - a. The meaning or interpretation of these Regulations, or
 - b. As to any other matter or questions not provided for in these Regulations,will be determined by the NZRU.

NEW ZEALAND RUGBY UNION

Competition Regulations Handbook • 2018

**Regulations Relating to the Definition of an
NZRU and First Class Fixture and the Order of
Precedence**

NEW ZEALAND RUGBY UNION

Regulations Relating to the Definition of an NZRU and First Class Fixture and the Order of Precedence

NZRU FIXTURES

1. NZRU Fixtures are matches where the NZRU has a direct involvement including but not limited to:
 - (a) All Black matches wherever played
 - (b) Matches in official tours by visiting National teams
 - (c) Matches involving any other New Zealand Representative Team
 - (d) Trial matches for all New Zealand Representative Teams
 - (e) Super Rugby matches
 - (f) Ranfurly Shield matches
 - (g) Premier Competition matches
 - (h) Heartland Championship matches
 - (i) Women's Competition matches
 - (j) Such other matches as the NZRU Board may from time to time determine.

ORDER OF PRECEDENCE

2. The Order of Precedence of teams and assemblies is as follows, provided that the Board may from time to time include additional teams or vary the order;
 - (a) The Senior National Representative Team (ie The All Blacks)
 - (b) The Next Senior National Representative Team (ie The Junior All Blacks)
 - (c) The New Zealand Sevens Team competing in the Rugby World Cup Sevens Tournament, Olympic or Commonwealth Games
 - (d) New Zealand Trials for the Senior National Representative Team
 - (e) The New Zealand Maori Team
 - (f) Super Rugby Teams
 - (g) The New Zealand Sevens Team
 - (h) The New Zealand Under 20 Team and Trial Teams
 - (i) Teams playing Ranfurly Shield matches

- (j) Teams playing in the Premier Competition matches
 - (k) Teams playing in the Heartland Championship
 - (l) New Zealand Heartland XV Team
 - (m) Affiliated Union Senior Representative Teams playing matches against teams of equivalent or higher status
 - (n) Affiliated Union Senior Representative Teams playing matches against another Affiliated Union's Next Senior Representative Team.
 - (o) Teams playing in the "B" competition
 - (p) Regional Maori Representative Teams playing in matches against other Regional Maori Representative Teams
 - (q) The New Zealand Universities Team playing against Affiliated Union Senior Representative Teams or teams of equivalent or higher status
 - (r) The New Zealand Defence Force Representative Team playing against Affiliated Union Senior Representative Teams or teams of equivalent or higher status.
3. In the event that there is a potential clash of scheduling between two or more of the teams listed in clause 2 NZRU High Performance will have the discretion to vary the Order of Precedence in relation to an individual player taking into account the following factors:
- (a) What is in the best development and welfare interests of the individual player;
 - (b) The views of the respective team coaches;
 - (c) Any identified positional strengths and weaknesses in the respective teams;
 - (d) Any other relevant factors.

FIRST CLASS FIXTURES - MEN'S RUGBY

4. To qualify as a First Class Fixture, a match must be played strictly within the Laws of the Game.
5. Subject to clause 4, matches involving the men's teams set out below shall automatically be accorded First Class Fixture status:
- (a) The Senior National Representative Team (i.e. The All Blacks)
 - (b) The Next Senior National Representative Team (i.e. The Junior All Blacks)
 - (c) New Zealand Trials for the Senior National Representative Team
 - (d) The New Zealand Maori Team
 - (e) New Zealand Heartland XV Team
 - (f) Super Rugby Teams

- (g) The New Zealand Under 20 Team
 - (h) Teams playing Ranfurly Shield matches
 - (i) Teams playing in Premier Competition matches
 - (j) Teams playing in Heartland Championship matches
 - (k) Matches in official tours by visiting National teams
 - (l) Such other matches as the NZRU Board may from time to time determine
6. Subject to clause 4, matches involving the men's teams set out below may be accorded First Class Fixture Status at the discretion of the NZRU. The NZRU will only exercise this discretion where it has received an application from the relevant Rugby playing organisation which hosted the match made within 14 days of the match being played, stating the names of the players for both teams on official teamsheets (including match officials and points scoring details) and the reasons why the match should be classified as a First Class Fixture:
- (a) Provincial Union Senior Representative Teams playing matches against teams of equivalent or higher status
 - (b) Provincial Union Senior Representative Teams playing matches against another Provincial Unions Next Senior Representative Team
 - (c) Regional Maori Representative Teams playing in matches against other Regional Maori Representative Teams
 - (d) The New Zealand Universities Team playing against a Provincial Unions Senior Representative Teams or teams of equivalent or higher status
 - (e) The New Zealand Defence Force Representative Team playing against Provincial Unions Senior Representative Teams or teams of equivalent or higher status

FIRST CLASS FIXTURES - WOMEN'S RUGBY

7. To qualify as a First Class Fixture, a match must be played strictly within the Laws of the Game.
8. Subject to clause 7, matches involving the women's teams set out below shall automatically be accorded First Class Fixture status:
- (a) The Senior National Representative Team (i.e. The Black Ferns)
 - (b) The Next Senior National Representative Team
 - (c) New Zealand Trials for the Senior National Representative Team
 - (d) Teams playing for the Provincial Union Senior Representative Team in the National Women's Rugby Competition
 - (e) Matches in official tours by visiting National teams
 - (f) Such other matches as the NZRU Board may from time to time determine.

NEW ZEALAND RUGBY UNION

Salary Cap Regulations

1 September 2013

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Part 1 • Definitions and Interpretation

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Regulations, unless the context requires or indicates otherwise, the following definitions will apply:

“Agent” means any person or organisation who acts as an agent on behalf of a Player for the purposes of negotiating or securing Payments or Benefits for that Player;

“Appeal Council” means the NZRU Appeal Council constituted under the *NZRU Constitution*;

“Associated Entity” means any company, trust, partnership or other entity (whether incorporated or not) established by or operating with one of its purposes being to provide Payments or Benefits to a Player, or any spouse, civil union partner, de facto partner, family member or close relative of a Player;

“Athletic Apparel” means athletic apparel and athletic accessories used primarily for the practice, training or playing of sport including but not limited to:

a. sports $\frac{3}{4}$ and $\frac{7}{8}$ pants, sports socks, sweatshirts, t-shirts, polo shirts, sports shorts (including lycra shorts, thermal shorts and compression shorts) stadium jackets, tracksuits, sweatpants, rain jackets and pants, windbreakers, polar fleece tops, singlets, headwear (including caps, beanies and visors), swimwear, compression tights (including socks); and

b. sports bags (including gym bags, gear bags and boot bags), sports backpacks, eyewear (excluding protective and prescription eyewear), gloves, mitts, scarves, headbands and wristbands, practice bibs, and drink bottles;

“Available” means that All Blacks management has notified a Provincial Union that a Current All Black is available for selection for a Provincial Union team;

“Benefit” has the meaning given to it in clause 18;

“Board” means the Board of the NZRU;

“Borrowing Provincial Union” means the Provincial Union to which a Player is loaned pursuant to a Loan Arrangement;

“by a Provincial Union” has the meaning given to it in clause 22;

“Casual Wear” means clothing or apparel that is normally worn on casual occasions;

“Collective Agreement” means the Collective Agreement entered into by the NZRU and the RPC which came into effect from 1 January 2013;

“Compliance Obligation” has the meaning given to it in clause 10;

“Compliance Statement” means a Compliance Statement issued by the NZRU in accordance with clause 11;

“Contract Year” means the calendar year (commencing on 1 January and concluding on 31 December) and may be defined with reference to a particular year (eg Contract Year 2010);

“Conversion Rate” means the rate at which foreign currency is to be converted to New Zealand dollars as determined by the rates published by the NZRU’s main bankers at the time the Remuneration is Paid by a Provincial Union to a Player;

“Current All Black” means a Player who was selected in the initial All Blacks squad for the Rugby Championship during the current Contract Year.

“Determination” means a determination issued by the NZRU Salary Cap Manager in accordance with clause 13;

“Educational Fees” means genuine and legitimate educational course fees charged by an Educational Institution recognised under the Education Act 1989. For the avoidance of doubt, Educational Fees do not include any related costs such as books, accommodation, transport etc;

“Educational Institution” means a “Tertiary Education Provider” as defined under section 159 of the Education Act 1989;

“Employment Relationship Problem” has the meaning given to it in the Employment Relations Act 2000;

“Employment Services” means Playing Services, Promotional Services and Media Interviews and associated travel as those terms are defined in the Collective Agreement;

“End of Year Tour” means the tour undertaken by the All Blacks after the completion of the ITM Cup Competition or, in any year where there is a Rugby World Cup, the Rugby World Cup;

“Excess Salary Cap Payments” means Salary Cap Payments in excess of the Salary Cap in a Contract Year;

“Exempt” means exempt from being treated as a Salary Cap Remuneration Payment or a Salary Cap Non-Financial Benefit as the context requires;

“Explanatory Notice” means a notice issued by the NZRU Salary Cap Manager in accordance with clause 12;

“Final Super Rugby Squad” means the Players named in a Final Super Rugby Squad pursuant to the NZRU’s Super Rugby Selection Process as set out in the Collective Agreement;

“Finals Round Match” means a match in the finals round of the ITM Cup Competition as set out in the *Domestic Competition Regulations* being, for the avoidance of doubt, a semifinal or final;

“Financial Loan” means a loan as set out in clause 30;

“Formal Wear” means clothing or apparel that is normally worn on official ceremonial occasions or on any other occasion that may be required by a Provincial Union, including pursuant to any formal dress wear policy;

“Former All Black” means a Player who was selected to the All Blacks in a game forming part of the Inbound Tour during the current Contract Year or End of Year Tour in the preceding Contract Year, the Inbound Tour or Rugby Championship Teams in the preceding Contract Year or the End of Year Tour prior to that preceding Contract Year. For the purposes of this definition a Player is selected to the All Blacks game where they are named in the Playing 22;

“Gross” means prior to any deductions (including, without limitation, PAYE and ACC employee contribution deductions);

“Inbound Tour” means all senior international representative matches in New Zealand between senior national representative teams where at least one of the teams is a Senior Representative Team other than a match in the Rugby Championship;

“Injury Amounts” means the amounts set out in Part 14;

“Interest Rate” means the rate of 2% above the 12 month-fixed mortgage rate of the NZRU’s main bankers as at 1 January each year;

“International Clearance” means an official clearance given by the NZRU for a Player to be available to play rugby in a National Union other than New Zealand;

“ITM Cup Competition” means the Premier Competition as provided for under the Collective Agreement and *NZRU Domestic Competition Regulations*. Any reference to “ITM Cup” has the same meaning as “Premier Competition” in the Collective Agreement;

“ITM Cup Competition Team” means the Players selected in the Playing 22 of a Provincial Union’s team for a Match in the ITM Cup Competition;

“Lending Provincial Union” means the Provincial Union from which a Player is loaned pursuant to a Loan Arrangement;

“Loan Arrangement” means an agreement for the loan of a Player, as contemplated in the *Player Eligibility Regulations* and clause 77 of the Collective Agreement, and required by these Regulations to be recorded in the form set out in Schedule 1;

“Loan End Date” means the earlier of:

- a. the final Match of the ITM Cup Competition in that Contract Year; or
- b. if provided for in the Loan Arrangement, the date on which the Player returned to the Lending Provincial Union due to an injury to another Player;

“Loan Period” means the period of a Loan Arrangement from the Loan Start Date to the Loan End Date;

“Loan Player” means a Player who has agreed to be loaned to another Provincial Union pursuant to a Loan Arrangement;

“Loan Start Date” means the date on which a Loan Arrangement is to commence;

“Loan Team” means the Borrowing Provincial Union’s ITM Cup Competition Team;

“**Match**” means a match in the ITM Cup Competition including (for the avoidance of doubt), Finals Round Matches;

“**NZRU**” means the New Zealand Rugby Union Incorporated;

“**NZ Rugby Contract**” means the contract set out in Appendix 4 of the Collective Agreement;

“**NZRU Direction**” means a direction issued by the NZRU to a Player and a Provincial Union advising that a Player is not available for selection in a team;

“**NZ Rugby Interim Contract**” means the contract set out in Appendix 5 of the Collective Agreement;

“**NZRU Salary Cap Manager**” means the person or persons employed, engaged or appointed by the NZRU to implement, monitor, manage and enforce the Salary Cap as covered by the Collective Agreement and these Regulations;

“**NZRU Sevens Contract**” means the contract set out in Appendix 8 of the Collective Agreement;

“**NZ Rugby Wider Training Group Contract**” means the contract set out in Appendix 6 of the Collective Agreement;

“**Paid**” includes paid, expended, provided, conferred, settled, advanced, reimbursed, rewarded, recompensed;

“**Payment**” has the meaning given to it in clause 17;

“**Part-Season Loan**” means a Loan Arrangement, the Loan Period of which is less than a Season;

“**Player**” means a rugby union player;

“**Player Apparel**” means:

a. rugby jerseys, shorts, socks, headbands and wristbands used for the purposes of playing in, or training for, any rugby match;

b. Athletic Apparel required for, or incidental to, playing in or training for any rugby match (including apparel used and/or required on the sideline at any Match);

c. Casual Wear required, by a Provincial Union, to be worn by a Player on the day of a Match;

d. Formal Wear;

e. Sports Footwear;

“**Playing Contract**” means an NZ Rugby Contract, NZ Rugby Wider Training Group Contract, NZ Rugby Interim Contract, NZRU Sevens Contract, NZRU Sevens Wider Training Group Contract and/or Provincial Union Contract or Provincial Union Development Contract;

“**Player Property**” has the meaning given to it in clause 13.1 of the Collective Agreement;

“**Player’s Team**” means:

a. where a Player is not a Loan Player, the ITM Cup Competition Team; or

b. where a Player is a Loan Player and it is during the Loan Period, the Player’s Loan Team; or

c. where a Player is a Loan Player and it is outside the Loan Period, the ITM Cup Competition Team.

“**Playing 22**” means the fifteen selected Players plus seven reserves;

“**Pre-Season Audit Information**” means the information to be provided by a Provincial Union in respect of the Payments Paid by it to its Players from the start of a Contract Year up to and including the Salary Cap Pre-Audit Date, as advised by the NZRU Salary Cap Manager to Provincial Unions from time to time;

“**Pre-Season Statutory Declarations**” means the Statutory Declarations to be completed by the Chief Executive Officer and Chairman of each Provincial Union in relation to, and to be provided with, the Pre-Season Audit Information in the form advised by the NZRU Salary Cap Manager to Provincial Unions from time to time;

“**Provincial Union**” means an Affiliated Union as defined in the *NZRU Constitution* participating in the ITM Cup Competition;

“**Provincial Union Commercial Revenue**” means the aggregate annual consolidated revenue of a Provincial Union and its subsidiaries and any related entities (as confirmed in audited financial statements for each financial year), less any revenue received from gaming or community trusts and any funding received from the NZRU that is tagged for community rugby expenditure on a specific activity or service (as confirmed in audited financial statements for each financial year);

“**Provincial Union Contract**” means the contract set out in Appendix 10 of the Collective Agreement;

“Provincial Union Development Contract” means the contract set out in Appendix 11 of the Collective Agreement;

“Provincial Union Non-Financial Benefits” has the meaning in clause 72.7 of the Collective Agreement;

“Provincial Union Team Performance Incentives” means Payments Paid by a Provincial Union to a Player in recognition of that Provincial Union’s ITM Cup Competition Team playing in a Finals Round Match of the ITM Cup Competition;

“Regulations” means these Salary Cap regulations as may be amended by the NZRU Board from time to time;

“Round Robin Matches” means the Round Robin of the ITM Cup Competition (i.e. excluding Finals Round Matches);

“RPC” means the Rugby Players Collective Inc;

“Rugby Cap” means the NZRU’s online salary cap database;

“Rugby Championship” means the competition played annually in New Zealand, Australia, South Africa, and Argentina in which the senior national representative teams from these nations play each other on a home and away tournament basis;

“Salary Cap” means the amount(s) set out in clause 15;

“Salary Cap Final Audit Date” means 31 December in each Contract Year;

“Salary Cap Non-Financial Benefits” has the meaning given to it in clause 20;

“Salary Cap Payments” has the meaning given to it in clause 14;

“Salary Cap Pre-Audit Date” is a date following the conclusion of the Super Rugby competition and prior to the commencement of the Premier Competition in the Contract Year during the term of the Collective Agreement;

“Salary Cap Remuneration Payments” has the meaning given to it in clause 19;

“Season” means the period over which the ITM Cup Competition is run in a Contract Year, being from the Monday before the first Round Robin Match to the Sunday immediately after the ITM Cup Competition final (inclusive). For the avoidance of doubt, if the first Round Robin Match is on a Monday, that Monday will be the first day of the Season, and if the ITM Cup Competition final is on a Sunday, that Sunday will be the last day of the Season;

“Season End Audit Information” means the information to be provided by a Provincial Union in respect of the Payment Paid by it to its Players over a Contract Year, as advised by the NZRU to Provincial Unions from time to time;

“Season End Statutory Declarations” means the Statutory Declarations to be completed by the Chief Executive Officer and Chairman of each Provincial Union in relation to, and to be provided with, the Season End Audit Information in the form advised by the NZRU to Provincial Unions from time to time;

“Season Loan” means a Loan Arrangement, the Loan Period of which is a Season;

“Senior Representative Team” in respect of an Inbound Tour means the most senior team which represents one or more countries or nations;

“Sports Footwear” means sports and leisure footwear including but not limited to:

- a. boots suitable for use in playing rugby;
- b. running shoes;
- c. cross-training shoes;
- d. gym shoes;
- e. sandlettes;

“Super Rugby Competition” has the meaning set out in clause 42.1 of the Collective Agreement;

“Test Match” means a match against the senior national representative team of any National Union that is designated test status by the IRB;

“Transferring Provincial Union” in relation to a particular Player means the Provincial Union to which a Player has transferred;

“Transferor Provincial Union” in relation to a particular Player means the Provincial Union from which a Player has transferred;

“to a Player” has the meaning given to it in clause 21;

“Veteran Player” means a Player who has played at least one game (except where unavailable for an entire competition due to injury or as a result of NZRU Direction) in the ITM Cup Competition for the same ITM Cup Competition Team (and/or its predecessor competitions), in eight or more Contract Years;

“Warning Notice” means a notice issued pursuant to clause 65.1a;

“Working Day” means a day (other than a Saturday or Sunday) which is not a public holiday in Wellington.

1.2 Rules of Interpretation: In these Regulations, unless the context otherwise requires:

(a) **Headings:** headings are for ease of reference only and will be deemed not to form any part of these Regulations;

(b) **Plural and Singular:** words importing the singular number will include the plural and vice versa;

(c) **Persons:** references to persons will be deemed to include references to natural persons, companies, corporations, firms, partnerships, joint ventures, associations, organisations, trusts, states or agencies of state, government departments and local and municipal authorities in each case whether or not having separate legal personality;

(d) **Clauses, Schedules and Parts:** references to clauses, Schedules and Parts are references to clauses, Schedules and Parts in these Regulations;

(e) **Obligations:** any obligation not to do something will be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something will be deemed to include an obligation to cause that thing to be done;

(f) **Currency:** all amounts referred to in these Regulations are denominated in New Zealand dollars;

(g) **Amounts:** all amounts referred to are Gross amounts;

(h) **Legislation:** references to any statutory provisions includes any amendments made to, or subordinate legislation made under, those provisions.

1.3 Any terms which are not defined in this Part have the same meaning as in the Collective Agreement.

Part 2 • Introduction

2 INTRODUCTION

2.1 The NZRU and RPC are parties to a Collective Agreement. Under the Collective Agreement these parties have agreed to a Salary Cap for Provincial Unions whose teams compete in the ITM Cup Competition.

2.2 These Regulations are deemed to have commenced on 1 January 2013. The Regulations applicable to the Contract Years 2006-2012 continue to apply to those Contract Years.

2.3 The NZRU including the Board will act reasonably when exercising any power or discretion conferred on them under these Regulations.

3 OBJECTS

3.1 The objects of these Regulations are as follows:

- (a) to assist the NZRU in the management of the Salary Cap as agreed in the Collective Agreement;
- (b) to provide a mechanism whereby the NZRU can ensure that Provincial Unions are complying with the Collective Agreement and these Regulations;
- (c) to provide for appropriate penalties to be imposed in the event that any breach of these Regulations is established.

4 DESIRED OUTCOMES

4.1 The desired outcomes the NZRU is seeking from the Salary Cap are as follows:

- (a) to provide a mechanism whereby the ITM Cup Competition is even and contestable, exciting, affordable and aspirational;
- (b) to enable the NZRU to maximise the public benefits from a more even competition including:
 - (i) a competition where the players and the stakeholders aspire to be involved with or associated with the ITM Cup Competition,
 - (ii) a competition that enables the NZRU and Provincial Unions to optimise revenue;
 - (iii) the enhanced international competitiveness of New Zealand rugby; and
 - (iv) the ITM Cup Competition is enjoyed by those who participate directly and the administrators, volunteers and fans who support the game.

5 CONSISTENCY WITH THE COLLECTIVE AGREEMENT

5.1 These Regulations have been developed pursuant to clause 80.2 of the Collective Agreement.

5.2 In the event the NZRU wishes to make amendments to these Regulations it must comply with the following process:

- (a) in the first instance, the NZRU must meet with the RPC and attempt to obtain its agreement to any amendment;
- (b) if the RPC withholds agreement, the NZRU may proceed to make the amendment (provided that, in that event, the RPC may seek to rely upon the problem resolution provisions of the Collective Agreement).

Part 3 • General Duties on Provincial Unions

6 PROVINCIAL UNION CONDUCT

6.1 Each Provincial Union will act in good faith and in accordance with the objectives, intention and purpose of these Regulations.

6.2 No Provincial Union will willingly, negligently or recklessly engage in any conduct or assist, aid, abet or encourage any other person in any conduct which has as one of its purposes, or which might have the effect of, avoiding, evading or undermining the obligations on Provincial Unions under these Regulations.

6.3 For the avoidance of doubt, where a director, officer, employee, agent and/or contractor of a Provincial Union acts in any of the ways referred to in clause 6.2 that Provincial Union will be deemed to have contravened clause 6.2.

6.4 To assist the NZRU in monitoring and enforcing these Regulations, and to assist in ensuring the objectives, intention and purposes of these Regulations are met, Provincial Unions will forthwith notify the NZRU in writing of any possible breaches of these Regulations by any Provincial Union.

7 DUTY TO COOPERATE

7.1 Each Provincial Union will fully cooperate with the NZRU to assist the NZRU in ensuring that all Provincial Unions comply with their respective obligations under these Regulations.

8 PROVIDE INFORMATION

8.1 Provincial Unions will provide all information requested by the NZRU Salary Cap Manager to enable them to monitor and enforce these Regulations.

9 JURISDICTION

9.1 These Regulations apply to all Provincial Unions.

Part 4 • Provincial Union Compliance Obligation

10 COMPLIANCE OBLIGATION

10.1 A Provincial Union may not make Salary Cap Remuneration Payments, or extend Salary Cap Non-Financial Benefits, other than agreed in a Provincial Union Contract or a Provincial Union Development Contract or Loan Arrangement under the Collective Agreement and these Regulations.

10.2 A Provincial Union may not employ any person to play rugby on any type of arrangement other than a Provincial Union Contract or Provincial Union Development Contract. A Provincial Union may, however, enter into other types of non-employment arrangements to retain persons provided that a person must become a party to a Provincial Union Contract or a Provincial Union Development Contract, in order to participate in the ITM Cup.

10.3 A Provincial Union may not do anything to restrict or restrain a Player who is not a party to a Provincial Union Contract or Provincial Union Development Contract from entering into a Provincial Union Contract or Provincial Union Development Contract at any time.

10.4 For the avoidance of doubt:

(a) in the event a Provincial Union performs an act in contravention of clause 10.1, 10.2 or 10.3 it will have breached its Compliance Obligation;

(b) in the event a Provincial Union performs more than one act in contravention of clause 10.1 or 10.2 in the same Contract Year where the circumstances in which the breach occurred are sufficiently similar the NZRU Salary Cap Manager may elect to treat the breaches as a single breach of this Compliance Obligation;

(c) any Payments or Benefits Paid or deemed pursuant to these Regulations to have been Paid in respect of Employment Services in breach of the Compliance Obligation and which take the amount Paid (or deemed to have been Paid) to a Player above the maximum amount as set out in clause 19A in a Contract Year, will count towards a Provincial Union's Salary Cap Payments in that Contract Year.

Part 5 • Information

11 COMPLIANCE STATEMENTS

11.1 The NZRU Salary Cap Manager may, from time to time, issue Compliance Statements advising Provincial Unions:

- (a) how particular provisions of these Regulations are to be interpreted and/or applied;
- (b) whether any Payment or Benefit (or any part of any Payment or Benefit) is a Salary Cap Remuneration Payment or Salary Cap Non-Financial Benefit;
- (c) whether any Payment or Benefit (or any part of any Payment or Benefit) is Exempt;
- (d) of any other matter relating to these Regulations which may be appropriate to include in a Compliance Statement.

11.2 For the avoidance of doubt, a Compliance Statement may set out any Determination (or any part thereof) provided that any such Compliance Statement will not disclose any information identifying any individual Player or Provincial Union.

11.3 Subject to 11.4, a Compliance Statement will be binding on all Provincial Unions with effect from the date set out therein.

11.4 Where appropriate a Compliance Statement may allow for existing contractual arrangements between Provincial Unions and Players and provide that these are not covered by the Compliance Statement for the duration of the term of the existing contractual arrangement.

11.5 A Compliance Statement may be updated and/or amended by the NZRU Salary Cap Manager from time to time. The NZRU Salary Cap Manager will notify all Provincial Unions of any such updates and/or amendments which will have effect from the date set out in such notice.

12 EXPLANATORY NOTICES

12.1 The NZRU Salary Cap Manager may, from time to time, issue Explanatory Notices to assist Provincial Unions in understanding and/or interpreting these Regulations.

12.2 Explanatory Notices will be issued to all Provincial Unions.

12.3 Any Explanatory Notice issued may be updated and/or amended by the NZRU Salary Cap Manager from time to time.

13 DETERMINATIONS

13.1 A Provincial Union may request that the NZRU Salary Cap Manager issue a Determination, or alternatively the NZRU Salary Cap Manager may decide to issue a Determination without any such request from a Provincial Union, setting out:

- (a) whether a particular Payment or Benefit (or any part of any Payment or Benefit) is a Salary Cap Remuneration Payment or Salary Cap Non-Financial Benefit;
- (b) whether any Payment or Benefit (or any part of any Payment or Benefit) is Exempt, including:
 - (i) whether any Payment or Benefit is a genuine employment agreement;
 - (ii) whether any Payment or Benefit is a Player Agreement;
- (c) how particular provisions of these Regulations are to be interpreted and/or applied to a particular Provincial Union; and/or
- (d) whether a particular action or proposed action not expressly contemplated by these Regulations contravenes these Regulations.

13.2 A request for a Determination by a Provincial Union must:

- (a) be made in writing to the NZRU Salary Cap Manager;
- (b) specify the nature and purpose of the Payment or Benefit, action in question or matter that is, the subject in respect of which the Determination is sought;
- (c) be accompanied by any statements, information and/or documents the Provincial Union considers may be necessary for the NZRU Salary Cap Manager to make its Determination.

13.3 Where a request for a Determination is made, or the NZRU Salary Cap Manager indicates that they are seeking to make a Determination, a Provincial Union will provide the NZRU Salary Cap

Manager (within 5 Working Days of request) any additional information and/or documents the NZRU Salary Cap Manager considers necessary to make the Determination.

13.4 On being satisfied that all necessary information and supporting documentation has been received, the NZRU Salary Cap Manager will make the Determination and advise the Provincial Union of that Determination.

13.5 All Determinations made by the NZRU Salary Cap Manager pursuant to this clause, will be binding on the Provincial Union concerned.

13.6 Where the NZRU Salary Cap Manager has provided a Determination and reliable evidence subsequently comes to the NZRU Salary Cap Manager's attention which in their opinion is such that, had they known of the evidence at the time of providing the Determination, they would not have provided the Determination in its present form the NZRU Salary Cap Manager may, at any time, reverse the original decision and issue a new Determination.

Part 6 • Salary Cap

14 SALARY CAP PAYMENTS

14.1 Salary Cap Payments are, in relation to a particular Provincial Union, the aggregate of the following in a particular Contract Year:

- (a) the Salary Cap Remuneration Payments made by the Provincial Union; plus
- (b) the Salary Cap Non-Financial Benefits made by the Provincial Union;

less any Injury Amounts as calculated under clause 47 and any discount pursuant to Part 11.

14.2 In respect of Loan Players, the Salary Cap Remuneration Payments and the Salary Cap Non-Financial Benefits will be calculated pursuant to Part 13.

14.3 A Provincial Union's Salary Cap Payments in a particular Contract Year must not in aggregate exceed that particular Provincial Union's salary cap level for that specified Contract Year.

14.4 For the avoidance of doubt, where a Provincial Union's Salary Cap Payments are less than its Salary Cap in any Contract Year, it will not carry forward the amount of the difference by way of credit to any subsequent Contract Year.

15 SALARY CAP LEVEL

15.1 In each of Contract Years 2013, 2014, and 2015 the level of the Salary Cap for each Provincial Union shall be the lesser of:

(a) a figure representing 36% of that Provincial Union's Provincial Union Commercial Revenue for the Contract Year two Contract Years prior to the current Contract Year; and

- (i) for Contract Year 2013 - \$1,100,000;
- (ii) for Contract Year 2014 - \$1,025,000;
- (iii) for Contract Year 2015 - \$1,025,000.

(b) for each of Contract Years 2013, 2014 and 2015 provided that where, in any Contract Year, there are eight or more Provincial Unions whose Salary Cap is at this maximum level, this figure will increase by 5% for the year following the next Contract Year and the same will apply in each subsequent Contract Year in which eight or more Provincial Unions are at the maximum salary cap level.

15.2 A Provincial Union whose Salary Cap for any Contract Year is determined by the level of its Provincial Union Commercial Revenue can apply in writing to the NZRU and the RPC by no later than 1 June in that Contract Year to have its Salary Cap increased up to the maximum salary cap level for that Contract Year, in accordance with the following provisions:

(a) the Provincial Union must establish that its Provincial Union Commercial Revenue is reasonably expected to increase in the current Contract Year;

(b) in assessing whether, and by how much, to increase that Provincial Union's salary cap level, the determining factors are:

(i) new secured commercial revenue streams or commercial contracts in relation to the future; combined with

(ii) Provincial Union Commercial Revenue for the Contract Year immediately prior to the current Contract Year;

(c) any decision to increase a Provincial Union's salary cap level must be agreed between the NZRU and the RPC, and in the event that agreement cannot be reached an arbitrator will be appointed and asked to make a binding decision.

16 NOTIFICATION OF PROVINCIAL UNIONS SALARY CAP LEVEL

16.1 The NZRU must calculate, by the Salary Cap Pre-Audit Date in each Contract Year, each Provincial Union's Provincial Union Commercial Revenue for the Contract Year two Contract Years prior to the current Contract Year.

16.2 As soon as practicable after calculating each Provincial Union's Commercial Revenue, the Salary Cap Manager must notify:

- (a) each Provincial Union of their salary cap level for the Contract Year; and
- (b) the RPC of each Provincial Union's salary cap level for the Contract Year.

Part 6A • 2013 Exemption

16A 2013 TRANSITIONAL RULE

16A.1 For the 2013 Contract Year only, a Provincial Union which is found to have paid Excess Salary Cap Payments in 2013 may apply to the NZRU for an exemption from any penalty on certain limited grounds set out in this clause. In order to be granted such an exemption the Provincial Union must demonstrate on the balance of probabilities that the main contributing factor to having paid Excess Salary Cap Payments in 2013 was because of one or more of the following:

- (a) Player contracting commitments entered into before 18 April 2013, including where such commitments did not of themselves breach the Salary Cap but left insufficient scope for the Provincial Union to prudently complete its Player contracting for the 2013 Contract Year; or
- (b) Player Loan costs in 2013; or
- (c) Player cost increases that are minor and that are to at least some degree unpredictable, for instance where a Player who is paid a retainer of less than \$7,500 per annum (and would therefore not have his payments count towards the Provincial Union's Salary Cap Payments) is paid replacement Player fees to a level that could not reasonably have been foreseen, with the result that total payments to that Player exceed \$7,500 per annum (and therefore all such payments count towards the Provincial Union's Salary Cap Payments); or
- (d) An unforeseeable change to the pattern of injury discounts, such that a Provincial Union receives significantly less injury discounts than it would reasonably have anticipated.

16B APPLICATION FOR EXEMPTION UNDER THE OF 2013 TRANSITIONAL RULE

16B.1 A Provincial Union wishing to request an exemption under the 2013 Transitional Rule set out in 16A must:

- (a) Apply in writing to the NZRU Salary Cap Manager; and
- (b) Specify the reason or reasons that it seeks to rely on the 2013 Transitional Rule; and
- (c) Provide the NZRU Salary Cap Manager with any statements, information, and/ or documents the Provincial Union considers may be necessary to satisfy the NZRU that the main contributing factor towards it exceeding the 2013 salary cap level was because of one or more of the reasons set out in 16A.

16B.2 Where an application pursuant to this clause is made, a Provincial Union will provide the NZRU Salary Cap Manager (within 5 working days of request) any additional information and documents the NZRU Salary Cap Manager considers necessary.

Part 7 • Payments and Benefits

17 MEANING OF PAYMENT

17.1 Payment means:

any payment, including payments by way of salary, wage, retainer, compensation, fee, profit, reward, remuneration, earnings, allowance, bonus, consideration, money, incentive, advance, financial benefit given or promised, refund, reimbursement, financial obligation or expense incurred or paid, investment made, rebate, reparation, disbursement, expenditure, restitution, royalty, gratuity, perquisite, emolument, redundancy or termination payment.

17.2 Without limiting clause 17.1, Payment includes any payment by way of:

- (a) match fee, match bonus, win bonus, year-end or season-end bonus, loyalty payment, per diem, sign-on fee, transfer payment, relocation allowance or payment;
- (b) expense including, without limitation, any:
 - (i) amount paid to any person acting for and/or on behalf of a Player (including, without limitation, fees Paid to an Agent);
 - (ii) insurance premium and/or superannuation payment;
 - (iii) loan principal or interest payment;
 - (iv) child support maintenance payment;
 - (v) accommodation or relocation cost;
 - (vi) holiday cost;
 - (vii) personal expense;
 - (viii) education expense;
 - (ix) travel expense;
 - (x) tax payment;
- (c) loan;
- (d) any payment made under the Holidays Act 2003.

18 MEANING OF BENEFIT

18.1 Benefit means any benefit including a benefit by way of a fringe benefit.

18.2 Without limiting clause 18.1, Benefit includes any benefit such as:

- (a) holidays;
- (b) vehicles;
- (c) match tickets;
- (d) membership fees;
- (e) food;
- (f) any other goods, services, and/or other non-financial benefit.

Part 8 • Salary Cap Remuneration Payments and Salary Cap Non-Financial Benefits

19 SALARY CAP REMUNERATION PAYMENTS

19.1 Subject to Part 9, Salary Cap Remuneration Payments means the aggregate of the following Payments Paid to a Player by a Provincial Union after making any discounting adjustments pursuant to Part 11:

- (a) Provincial Union Retainers;
- (b) Provincial Union Development Retainers;
- (c) Provincial Union Individual Performance Incentives;
- (d) Provincial Union Assembly Fees;
- (e) Provincial Union Training Fees;
- (f) 35 per cent of the fair value remuneration received by a Player pursuant to a genuine agreement (other than a Provincial Union Contract or Provincial Union Development Contract, or other genuine employment agreement);
- (g) Where the Provincial Union is a Borrowing Provincial Union, an apportionment of the Loan Player's Salary Cap Remuneration Payments according to Part 13 (irrespective of whether the Borrowing Provincial Union is obliged to make such payments); and
- (h) any other Payment that is Paid directly or indirectly by a Provincial Union to a Player in consideration of that Player's Employment Services.

19.2 A Player who, prior to the cut-off date in the Collective Agreement, was contractually entitled to receive, in aggregate, more than \$55,000 in Salary Cap Remuneration Payments (or more than \$85,000 in the case of a Veteran Player) in 2013, 2014, or 2015 under his Provincial Union Contract shall be deemed for the purposes of these Regulations and for the 2013, 2014 and/or 2015 Contract Years (as applicable) to have received \$55,000 in Salary Cap Remuneration Payments (\$85,000 in the case of a Veteran Player), and any amount of the Player's Provincial Union remuneration above \$55,000 (or \$85,000 for Veteran Players) shall not form any part of the Player's Provincial Union's Salary Cap Remuneration Payments for the relevant Contract Year.

19.3 The NZRU Salary Cap Manager can determine whether any form of agreement or contract (for the purposes of this clause referred to as a contract) between a Provincial Union and a Player is for Employment Services and as a result any Payment or Benefit Paid is a Salary Cap Remuneration Payment or Salary Cap Non-Financial Benefit, and in doing so may take into account the following factors:

- (a) whether the contract covers training for and playing rugby, promotional services and media interviews;
- (b) the level of any Payments or Benefits Paid under the contract;
- (c) whether the effect of the contract is to restrain a Player;
- (d) the intention of the parties;
- (e) the substance of the contract;
- (f) the form of the contract;
- (g) the skills, experience and stage of a Player in his playing career; and/or
- (h) any other matter which may be relevant to determining whether the agreement or contract is for Employment Services.

19A MAXIMUM AMOUNTS

19A.1 In respect of each Contract Year during the Term, the maximum amount which can be Paid to a Player by way of the aggregate of Provincial Union Retainer, Provincial Union Individual Performance Incentives and Provincial Union Non-Financial Benefits is \$55,000, provided that each Provincial Union may pay up to two Veteran Players up to \$85,000 in each Contract Year.

19A.2 For the avoidance of doubt, any amount Paid to or deemed to have been Paid to a Player in excess of \$55,000 or \$85,000, as applicable, will count towards a Provincial Union's Salary Cap Payments in that Contract Year.

20 SALARY CAP NON-FINANCIAL BENEFITS

20.1 Subject to Part 9, Salary Cap Non-Financial Benefits means the aggregate of any Benefits Paid to a Player by a Provincial Union.

21 MEANING OF “TO A PLAYER”

21.1 In the Salary Cap, including these Regulations, wherever the terms “to Players (or to a third party on behalf of a Player)”, “to a Player”, “to that Player”, or any variation thereof are used, they include:

- (a) to, or at the direction of, a Player;
- (b) for the benefit of a Player;
- (c) to or for the benefit of the spouse, civil union partner, de facto partner, family member, relative or trustee of a Player;
- (d) to or for the benefit of any Associated Entity
- (e) to or for the benefit of any Agent, manager or other advisor of a Player;
- (f) to or for the benefit of any creditor of any person set out in a to e;
- (g) in any other circumstance deemed by the NZRU Salary Cap Manager to be Paid to a Player.

22 MEANING OF “BY A PROVINCIAL UNION”

22.1 In these Regulations and with regard to the Salary Cap, including these Regulations, wherever the terms “by a Provincial Union”, “by a Lending Provincial Union”, or “by a Borrowing Provincial Union” or any variation thereof are used, they include:

- (a) by or on behalf of a Provincial Union;
- (b) by a third party to ensure or assist in ensuring a Player is available to provide his Employment Services to a Provincial Union;
- (c) deemed by the NZRU Salary Cap Manager, to be by or on behalf of a Provincial Union.

23 TIME WHEN SALARY CAP REMUNERATION PAYMENTS OR SALARY CAP NON-FINANCIAL BENEFITS PAID

23.1 For the purposes of these Regulations, a Salary Cap Remuneration Payment or Salary Cap Non-Financial Benefit will be regarded as being Paid, when:

- (a) it is actually Paid; or
- (b) it is deemed by the NZRU to be Paid (in which case the NZRU will notify the Provincial Union of the time at which the Salary Cap Remuneration Payment or Salary Cap Non-Financial Benefit is deemed to have been Paid).

23.2 For the avoidance of doubt, it is irrelevant for the purposes of clause 23.1 whether:

- (a) the Salary Cap Remuneration Payment or Salary Cap Non-Financial Benefit has been, or is to be, Paid before, during or after the term of any Playing Contract or other arrangement pursuant to which a Player is Paid a Salary Cap Remuneration Payments or Salary Cap Non-Financial Benefits by a Provincial Union;
- (b) the term of any Playing Contract or other arrangement pursuant to which a Player is Paid Salary Cap Remuneration Payments or Salary Cap Non-Financial Benefits by a Provincial Union has commenced, expired or been terminated;
- (c) a Player plays for or is selected in a Provincial Union team; and/or
- (d) a Player is in New Zealand.

Part 9 • Exempt Payments or Benefits

24 EXEMPT PAYMENTS OR BENEFITS

24.1 The following forms and/or proportions of Payments or Benefits are not Salary Cap Remuneration Payments or Salary Cap Non-Financial Benefits (“Exempt”):

- (a) Payments or Benefits Paid by a Provincial Union to a Player pursuant to a genuine employment agreement as set out in clause 25;
- (b) 65 percent of the fair value remuneration received by a Player pursuant to a genuine agreement (other than a Provincial Union Contract or a Provincial Union Development Contract, or other genuine employment agreement);
- (c) Provincial Union Team Performance Incentives as set out in clause 27;
- (d) Player Apparel as set out in clause 28;
- (e) Loan Player relocation expenses as set out in clause 29;
- (f) Financial Loans as set out in clause 30;
- (g) Payments or Benefits Paid by a Provincial Union to a Player in settlement of an Employment Relationship Problem as set out in clause 31;
- (h) Match Tickets as set out in clause 32;
- (i) Meals as set out in clause 33;
- (j) Travel assistance as set out in clause 34;
- (k) Educational Fees in respect of a Player in accordance with clause 35;
- (l) Minimum Compulsory employer contributions to the KiwiSaver superannuation scheme in accordance with clause 36;
- (m) Payments made by a Super Rugby Franchise pursuant to clause 72.9 of the Collective Agreement;
- (n) Premier Competition Incentive Payments as provided for in clause 75.7 of the Collective Agreement;
- (o) any Payments or Benefits (in whole or in part) the NZRU Salary Cap Manager considers, should be Exempt (whether set out in a Determination, Compliance Statement or otherwise).

25 GENUINE EMPLOYMENT AGREEMENTS

25.1 Payments or Benefits payable by a Provincial Union to a Player pursuant to a genuine employment agreement will be Exempt provided, that the NZRU Salary Cap Manager is satisfied that the Payments or Benefits payable under that agreement reflect fair value remuneration.

25.2 In considering whether an agreement is a genuine employment agreement for fair value remuneration, the NZRU Salary Cap Manager may have regard to the following factors:

- (a) whether the agreement is genuine, including what work, if any, is actually performed pursuant to the agreement;
- (b) the obligations of the parties under the agreement;
- (c) whether the Player is required to perform services wearing any Player Apparel;
- (d) the degree of control the “employer” party has over the performance, by the Player, of his obligations under the agreement;
- (e) the amount of Payments or Benefits payable under the agreement;
- (f) the form of Payment or Benefit payable under the agreement (including whether it is in a lump sum);
- (g) whether the Player could be required to perform the work provided for under the agreement pursuant to the Collective Agreement;
- (h) whether the agreement contemplates the Player providing Employment Services;
- (i) what other persons are being paid to perform work of a similar nature in that location or area;
- (j) the profile of the Player;
- (k) any relevant skills, qualifications or experience the Player may have;
- (l) remuneration surveys or other factors that might indicate what the “market” value of a particular service is; and/or
- (m) any other matter which may be relevant to determining whether the agreement is a genuine employment agreement.

For the avoidance of doubt, a Provincial Union may seek a Determination as to whether any Payment or Benefit is Paid to a Player by a Provincial Union pursuant to a genuine employment agreement.

25.3 Where a Provincial Union and a Player enter into a genuine employment agreement, the Provincial Union must notify the NZRU Salary Cap Manager of the existence and provide a copy of the agreement within 10 working days.

26 PLAYER AGREEMENTS

26.1 Sixty-five percent of Payments or Benefits payable by a Provincial Union to a Player pursuant to a genuine agreement (being a contract other than a Provincial Union Contract, Provincial Union Development Contract, or genuine employment agreement) (“player agreement”) will be Exempt provided, that the NZRU Salary Cap Manager is satisfied that the Payments or Benefits payable under that agreement reflect fair value remuneration.

26.2 In considering whether an agreement is a player agreement, the NZRU Salary Cap Manager may have regard to the following factors:

- (a) whether the agreement is genuine;
- (b) whether the agreement provides for the use of Player Property or whether the Player Property is used or not;
- (c) whether the Player in fact performs the services provided for under the agreement;
- (d) the obligations of the parties under the agreement;
- (e) the amount of Payments or Benefits payable under the agreement;
- (f) the form of Payment or Benefit payable under the agreement (including whether it is in a lump sum);
- (g) whether the Player could be required to perform the services provided for under the agreement pursuant to the Collective Agreement;
- (h) Payments or Benefits Paid for similar services or products in the relevant market;
- (i) the profile of the Player; and/or
- (j) any other matter which may be considered relevant to determining whether the agreement is a player agreement.

For the avoidance of doubt, a Provincial Union may seek a Determination as to whether any Payment or Benefit is Paid to a Player by a Provincial Union pursuant to a player agreement.

26.3 Where a Provincial Union and a Player enter into a player agreement, the Provincial Union must notify the NZRU Salary Cap Manager of the existence and provide a copy of the agreement within 10 working days.

27 PROVINCIAL UNION TEAM PERFORMANCE INCENTIVES

27.1 Where a Provincial Union’s ITM Cup Competition Team plays in a Finals Round Match in a Contract Year, Provincial Union Team Performance Incentives will be Exempt provided:

- (a) the total amount of all Provincial Union Team Performance Incentives for a Provincial Union:
 - (i) playing an away Match in the semifinals of the ITM Cup Competition in a Contract Year does not exceed \$25,000;
 - (ii) playing a home Match in the semifinals of the ITM Cup Competition in a Contract Year does not exceed \$50,000;
 - (iii) playing an away Match in the final of the ITM Cup Competition in a Contract Year does not exceed \$50,000;
 - (iv) playing a home Match in the final of the ITM Cup Competition in a Contract Year does not exceed \$75,000;
 - (v) winning the final of the ITM Cup Competition in a Contract Year (irrespective of whether the Match is a home or away Match) does not exceed \$25,000,

where the amounts payable are cumulative.

For the avoidance of doubt, these payments apply to the Finals Round Matches in both the Championship and the Premiership.

27.2 Provincial Union Team Performance Incentives must be Paid in the same Contract Year as the ITM Cup Competition to which they relate.

27.3 Payments Paid as Provincial Union Team Performance Incentives in excess of the amounts set out above will be included as Salary Cap Remuneration Payments in equal amounts across all Players on Provincial Union Contracts in that Provincial Union.

28 PLAYER APPAREL

28.1 Player Apparel provided by a Provincial Union to a Player will be Exempt, provided, prior to any amount being Exempt:

- (a) the NZRU is satisfied that the amount of Player Apparel provided by a Provincial Union to a Player is reasonable with regard to the amount of Player Apparel provided to the Provincial Union's other Players and the amount of Player Apparel provided by other Provincial Unions to their Players; and
- (b) the NZRU has been provided with satisfactory evidence of the value of the Player Apparel provided by a Provincial Union to a Player.

28.2 The value of the amount of Player Apparel in excess of what is considered reasonable will be treated by the NZRU as Salary Cap Non-Financial Benefits unless and until the NZRU is satisfied that all Player Apparel provided to a Player by a Provincial Union should be treated as Exempt.

29 RELOCATION EXPENSES

29.1 Relocation Expenses Paid by a Borrowing Provincial Union to a Loan Player will be Exempt, provided the actual amount is fair and reasonable and does not exceed the aggregate of:

- (a) \$1,500 for relocation and travel (including up to three return trips to the Player's home); and
- (b) up to:
 - (i) \$250 per week for single Players; or
 - (ii) up to \$500 per week for Players relocating with their family (i.e. with children),

for the costs of rental accommodation and associated utilities (excluding telephone and food).

29.2 The NZRU may request a Provincial Union to provide it with satisfactory evidence that the actual relocation expenses Paid are fair and reasonable in the circumstances.

29.3 If the NZRU is not satisfied that, based on the evidence provided, the actual relocation expenses Paid are fair and reasonable, the amount of excess expenses will be categorised as Salary Cap Remuneration Payments or Salary Cap Non-Financial Benefits.

30 FINANCIAL LOANS

30.1 Any amount advanced by a Provincial Union to a Player in the form of a Financial Loan will be Exempt provided that the NZRU is satisfied that:

- (a) no part of the loan (including all applicable interest) has been waived or otherwise forgiven by the Provincial Union; and
- (b) the interest rate payable in respect of the loan is not less than the Interest Rate.

30.2 For the avoidance of doubt:

(a) where in respect of any Financial Loan:

- (i) no interest is payable; or
- (ii) the interest rate applicable to that loan is less than the Interest Rate; or
- (iii) the full amount of interest due in respect of the loan is not paid,

the difference between the amount of interest payable at the interest rate applicable to the loan and actually paid, and the amount of interest that would be payable at the Interest Rate, will be treated as Salary Cap Remuneration Payments (and will not be Exempt) in the Contract Year in which the benefit of the reduced interest rate or non-payment of interest is received by the Player; and

(b) where a part or all of a Financial Loan has been waived or otherwise forgiven by a Provincial Union the amount waived or forgiven (as the case may be) will be treated as Salary Cap Remuneration Payments (and will not be Exempt) in the Contract Year in which the waiver or forgiveness occurs.

31 EMPLOYMENT SETTLEMENTS

31.1 A Payment Paid by a Provincial Union to a Player in the form of settlement of an Employment Relationship Problem will be Exempt provided the Employment Relationship Problem is genuine and the terms of settlement have been recorded in an agreement signed by a Mediator of the Department of Labour pursuant to the Employment Relations Act 2000.

32 MATCH TICKETS

32.1 Match Tickets provided by a Provincial Union to a Player will be Exempt provided:

- (a) the Player does not receive more than 4 tickets for any Match; and
- (b) the Player does not sell or otherwise dispose of those tickets for any form of Payment.

33 MEALS

33.1 Meals provided by a Provincial Union to a Player will be Exempt provided the meals are ordinarily and necessarily provided in connection with the performance of Employment Services by a Player.

34 TRAVEL ASSISTANCE

34.1 A Payment Paid by a Provincial Union to a Player in the form of travel assistance (including, without limitation, the provision of travel and/or the payment or part payment of any travel expenses) will be Exempt provided the NZRU is satisfied that the Payment is required under the Collective Agreement to be provided in respect of the provision of Employment Services by the Player.

34.2 Under the Collective Agreement, each Provincial Union must arrange, and meet any expenses associated with, any travel and accommodation necessary for its players in the provision of their Employment Services. Provided that such expenses are genuine, they are not included in the calculation of that Provincial Union's Salary Cap Remuneration Payments.

35 EDUCATIONAL FEES

35.1 Educational Fees will be Exempt, provided:

- (a) the Educational Institution has waived the Educational Fees and the Provincial Union has not directly Paid for the Player(s) to attend the course or programme; or
- (b) the Educational Fees are waived by the Educational Institution pursuant to a written sponsorship agreement with that Provincial Union and any course of study to which those waived fees are applied are undertaken by Players on Provincial Union Development Contracts or who are in that Provincial Union's academy; and
- (c) the Provincial Union has clearly set out in the Pre-Season Audit Information (if the fees were Paid or waived prior to the Salary Cap Pre-Audit Date) and the Season End Audit Information that the Educational Fees have been Paid or waived in respect of such Players.

36 COMPULSORY EMPLOYER CONTRIBUTIONS TO KIWISAVER SCHEMES

36.1 The minimum compulsory employer contributions as determined from time to time by Order in Council Paid to a Player's account under the KiwiSaver scheme as set up pursuant to the KiwiSaver Act 2006 will be Exempt.

Part 10 • Valuation of Salary Cap Remuneration Payments or Salary Cap Non-Financial Benefits

37 VALUATION OF SALARY CAP REMUNERATION PAYMENTS

37.1 Salary Cap Remuneration Payments Paid by a Provincial Union to a Player in the form of cash will be valued at their Gross amount.

37.2 Salary Cap Remuneration Payments Paid by a Provincial Union to a Player in the form of cash other than in New Zealand currency will be converted to New Zealand currency at the Conversion Rate and valued at the Gross converted amount.

37.3 Salary Cap Remuneration Payments and Salary Cap Non-Financial Benefits paid by a Provincial Union to a Player shall be valued on a GST exclusive basis where applicable.

38 MOTOR VEHICLES

38.1 This clause contains the NZRU Valuation Policy in relation to motor vehicles.

38.2 Where any Salary Cap Non-Financial Benefit is in the form of the use of a motor vehicle and that motor vehicle has, as at the date on which it is provided to the Player, a retail value (inclusive of all on road costs) of:

(a) between \$0 and \$20,000, the sum of \$5,000 will be a Salary Cap Non-Financial Benefit for each Contract Year in which the motor vehicle is provided to the Player;

(b) between \$20,001 and \$40,000, the sum of \$10,000 will be a Salary Cap Non-Financial Benefit for each Contract Year in which that motor vehicle is provided to the Player;

(c) between \$40,001 and \$60,000, the sum of \$15,000 will be a Salary Cap Non-Financial Benefit for each Contract Year in which that motor vehicle is provided to the Player;

(d) \$60,001 or more, the NZRU Salary Cap Manager will determine what amount will be a Salary Cap Non-Financial Benefit.

Provided that in the event the motor vehicle is provided to the Player for part of the Contract Year only, the Salary Cap Non-Financial Benefit will be pro-rated based on the number of days the motor vehicle is provided to the Player.

38.3 For the avoidance of doubt, where any Salary Cap Non-Financial Benefit is in the form of the transfer of ownership of a motor vehicle, the full retail value (inclusive of all on road costs) of that motor vehicle as at the date of transfer will be a Salary Cap Non-Financial Benefit in the Contract Year in which the vehicle is transferred to the Player.

38.4 Where:

(a) any Salary Cap Non-Financial Benefit is in the form of the use of a motor vehicle; or

(b) any Salary Cap Non-Financial Benefit is in the form of the transfer of ownership of a motor vehicle,

a Provincial Union will provide the NZRU with evidence in writing of the value of the motor vehicle as at the date it is provided or transferred to a Player (as the case may be).

38.5 If the NZRU is not satisfied with the evidence provided pursuant to clause 38.4, the NZRU may attribute, by reference to the retail market for such a motor vehicle, another value to the vehicle which will be treated as the retail value of that vehicle for the purposes of clause 38.4(a) or 38.4(b) until the NZRU is satisfied otherwise.

38.6 A Provincial Union may apply to the NZRU for a Determination as to the value of a motor vehicle for the purposes of clauses 38.4(a) or 38.4(b), prior to providing:

(a) any Salary Cap Non-Financial Benefit to a Player in the form of the use of a motor vehicle; or

(b) any Salary Cap Non-Financial Benefit to a Player in the form of the transfer of ownership of a motor vehicle.

39 ACCOMMODATION RELOCATION AND TRAVEL EXPENSES

39.1 The value of a Salary Cap Non-Financial Benefit in the form of:

(a) accommodation (including, without limitation, the provision of rental accommodation and/or the payment or part payment of any accommodation expenses);

- (b) relocation assistance (including, without limitation, the payment or part payment of any relocation expenses); and/or
- (c) travel (including, without limitation, the provision of travel and/or the payment or part payment of any travel expenses),

will be determined in accordance with the NZRU Valuation Policy set out in Compliance Statements issued by the NZRU from time to time.

39.2 Where any Salary Cap Non-Financial Benefit is in one of the forms set out in clause 39.1, a Provincial Union will provide the NZRU with evidence in writing of what it considers to be the fair value of that Salary Cap Non-Financial Benefit as at the date(s) it is Paid.

39.3 Unless the NZRU is satisfied with the evidence provided pursuant to clause 39.2, the NZRU may attribute another value as the fair value of such expenses Paid by the Provincial Union to the Player which will be the value of the Salary Cap Non-Financial Benefits (in which case the NZRU will notify the Provincial Union of such valuation).

40 OTHER FORMS OF SALARY CAP NON-FINANCIAL BENEFITS

40.1 The NZRU may, from time to time, issue Compliance Statements setting out how forms of Salary Cap Non-Financial Benefits not specifically provided for in these Regulations are to be valued. The NZRU Valuation Policies set out in such Compliance Statements will be used to determine the value of the forms of Salary Cap Non-Financial Benefits covered by those statements.

40.2 Where any Salary Cap Non-Financial Benefit in a form not specifically provided for by these Regulations or any Compliance Statement or Determination is Paid by a Provincial Union to a Player, a Provincial Union will provide the NZRU with evidence in writing of what it considers is the fair value of that Salary Cap Non-Financial Benefits as at the date it is Paid.

40.3 If:

(a) the NZRU is satisfied with the evidence provided pursuant to clause 40.2, the value of the Salary Cap Non-Financial Benefit will be that evidenced by the Provincial Union;

(b) the NZRU is not satisfied with the evidence provided pursuant to clause 40.2, the NZRU may attribute, by reference to the fair value of such Salary Cap Non-Financial Benefit, another value which will be deemed to be the value of the Salary Cap Non-Financial Benefit (in which case the NZRU will notify the Provincial Union of the amount to be counted).

40.4 For the avoidance of doubt, a Provincial Union may apply to the NZRU for a Determination as to the value of a Salary Cap Non-Financial Benefit not specifically provided for in these Regulations prior to providing that Salary Cap Non-Financial Benefit. Any such Determination will be conclusive of the value of the Salary Cap Non-Financial Benefit.

Part 11 • Discounting of Salary Cap Remuneration Payments and Salary Cap Non-Financial Benefits

41 DISCOUNTING OF SALARY CAP REMUNERATION PAYMENTS AND SALARY CAP NON-FINANCIAL BENEFITS

41.1 For the purpose of calculating a Provincial Union's Salary Cap Payments the following will apply:

(a) where the total of all Salary Cap Remuneration Payments and Salary Cap Non-Financial Benefits provided to a Player in a Contract Year (prior to any discounts applicable in (c)-(e) below) are less than \$7,500, the sum of \$0 will be counted; and

(b) where the total of all Salary Cap Remuneration Payments and Salary Cap Non-Financial Benefits provided to a Player in a Contract Year (prior to any discounts applicable in (c)-(e) below) are \$7,500 or more, the full amount of the Salary Cap Remuneration Payments and Salary Cap Non-Financial Benefits (and not just the amount above \$7,500) will be counted; and

(c) where a Player is a Current All Black, the value of all Salary Cap Remuneration Payments and Salary Cap Non-Financial Benefits Paid to that Player will be discounted by 90% with the balance being counted. For the avoidance of doubt, a Current All Black's discounted Salary Cap Remuneration Payments and Salary Cap Non-Financial Benefits are to be included in a Provincial Union's Salary Cap Payments irrespective of whether that Player is Available or not. For the avoidance of doubt, if a Current All Black plays one or more games in the current Premier Competition, the value of all Salary Cap Remuneration Payments and Salary Cap Non-Financial Benefits Paid to that Player will still be discounted by 90%;

(d) where a Player is a Former All Black, the value of all Salary Cap Remuneration Payments and Salary Cap Non-Financial Benefits Paid to that Player will be discounted by 40% with the balance being counted; and

(e) where a player is a Veteran Player, the value of all Salary Cap Remuneration Payments and Salary Cap Non-Financial Benefits Paid to that Player will be discounted by 40% with the balance being counted.

42 NZRU NOTICE

42.1 The NZRU Salary Cap Manager will:

(a) following the commencement of these Regulations, notify Provincial Unions of the Players who are Veteran Players as at the Salary Cap Pre-Audit Date;

(b) by 20 December each year, notify Provincial Unions of the Players who will be, as from 1 January the following year, Veteran Players;

(c) as soon as practicable after the Salary Cap Pre-Audit Date each year notify Provincial Unions of the Players who are, in that Contract Year:

(i) Current All Blacks; and

(ii) Former All Blacks.

42.2 For the avoidance of doubt, a Player's status may change for the current Contract Year following the notification referred to in clause 42.1 where that Player becomes a Current All Black during the Rugby Championship.

Part 12 • Transfers

43 ANTI-AVOIDANCE RULE

43.1 The NZRU may disregard for salary cap purposes (in whole or in part) a Transfer made under the NZRU's Player Movement Regulations where the NZRU Salary Cap Manager determines that the purpose or effect of the Transfer is to undermine or defeat the intention of these Regulations.

43.2 In assessing whether a Transfer has been made to undermine or defeat the intention of these Regulations the NZRU Salary Cap Manager may have regard to the following factors:

- (a) whether the Player actually relocates to the Transferring Provincial Union;
- (b) the number of matches the Player plays for the Transferring Provincial Union;
- (c) the financial arrangements entered into by the Transferring Provincial Union, or any other party including a Super Rugby Franchise, to fund the Player's Salary Cap Remuneration Payments or Salary Cap Non-Financial Benefits;
- (d) the financial condition of the Transferring Provincial Union;
- (e) whether the Player is subsequently loaned back to the Transferor Provincial Union; or
- (f) any other matter which may be relevant to determining whether the purpose or effect of the Transfer is to undermine or defeat the intention of these Regulations.

For the avoidance of doubt, when the NZRU Salary Cap Manager determines that the purpose or effect of the Transfer is to undermine or defeat the intention of these Regulations, the NZRU Salary Cap Manager may attribute Salary Cap Remuneration Payments, and Salary Cap Non-Financial Benefits between the Transferring and Transferor Provincial Unions as the NZRU Salary Cap Manager considers appropriate.

Part 13 • Loan Players

44 SEASON LOAN

44.1 Where a Loan is a Season Loan that Player's Salary Cap Remuneration Payments, Salary Cap Non-Financial Benefits (including any additional Salary Cap Remuneration Payments or Salary Cap Non-Financial Benefits payable under the Loan Arrangement) will be included in the Borrowing Provincial Union's Salary Cap Payments irrespective of whether the Lending or Borrowing Provincial Union is obliged to make such payments.

45 PART-SEASON LOAN

45.1 Subject to clause 46, where a Loan is a Part-Season Loan the amount to be included in the Borrowing Provincial Union's Salary Cap Payments will be calculated as follows:

(a) all Salary Cap Remuneration Payments, Salary Cap Non-Financial Benefits under that Player's Provincial Union Contract or Provincial Union Development Contract; plus

(b) any additional Salary Cap Remuneration Payments or Salary Cap Non-Financial Benefits payable under the Loan Arrangement by the Lending Provincial Union; plus

(c) divided by the number of ITM Cup Round Robin Matches to be played by the Player's Team in that Contract Year, and then multiplied by the number of such Matches the Player's Borrowing Provincial Union's Team played during the Loan Period; plus

(d) any additional Salary Cap Remuneration Payments or Salary Cap Non-Financial Benefits payable under the Loan Arrangement by the Borrowing Provincial Union.

45.2 Subject to clause 46, where a Loan is a Part-Season Loan the amount to be included in the Lending Provincial Union's Salary Cap Payments will be calculated as follows:

(a) all Salary Cap Remuneration Payments, Salary Cap Non-Financial Benefits under that Player's Provincial Union Contract or Provincial Union Development Contract; plus

(b) any additional Salary Cap Remuneration Payments or Salary Cap Non-Financial Benefits payable under the Loan Arrangement by the Lending Provincial Union;

divided by the number of ITM Cup Round Robin Matches to be played by the Player's Team in that Contract Year, and then multiplied by the number of such Matches the Player's Lending Provincial Union's Team played outside the Loan Period.

46 NZRU REQUIREMENTS

46.1 Before any of the provisions set out in clauses 44 and 45 apply, the NZRU Salary Cap Manager:

(a) must have received a Loan Arrangement signed by the Borrowing Provincial Union, Lending Provincial Union and the Loan Player; and

(b) must be satisfied that:

(i) the Loan has been conducted in accordance with the Collective Agreement and the *NZRU Player Eligibility Regulations*; and

(ii) the Loan has been for legitimate purposes.

46.2 In assessing whether a Loan is for legitimate purposes, the NZRU may have regard to the following factors:

(a) whether the Player actually relocates to the Borrowing Provincial Union;

(b) the extent to which the Player participates in playing/training for rugby within the Borrowing Provincial Union;

(c) whether the Player is selected in a Playing 22 for the Borrowing Provincial Union;

(d) in the event that the Player is a Current All Black, whether the Player is selected in a Playing 22 for the Borrowing Provincial Union when the Player becomes Available;

(e) whether the Loan Player plays for the B team of the Borrowing Provincial Union when not selected for the ITM Cup Competition Team; and/or

(f) any other matter which may be relevant to determining whether the Loan is for legitimate purposes.

For the avoidance of doubt, where the NZRU Salary Cap Manager is not satisfied that the requirements set out in clause 46.1 have been met, a Player's Salary Cap Remuneration Payments and Salary Cap Non-Financial Benefits, will be included in the Lending Provincial Union's Salary Cap Payments.

Part 14 • Injury Amounts

47 INJURED PLAYERS

47.1 Where a Player is unavailable to play three or more consecutive Matches because of illness or injury (“Injury”), that Player’s Salary Cap Remuneration Payments and Salary Cap Non-Financial Benefits, divided by the number of ITM Cup Round Robin matches to be played by the Player’s team in that Contract Year, and then multiplied by the number of such Matches played by the Player’s Team during the period of that Injury, will be an Injury Amount, provided:

(a) prior to any amount being classified as an Injury Amount, a medical certificate is signed by the ITM Cup team doctor and the injured Player and is provided by a Provincial Union to the NZRU Salary Cap Manager and that medical certificate states:

(i) the continuous period of time over which the Player had the Injury;
(ii) that the Injury prevented the Player from being available for selection for the Player’s Team; and
(iii) the nature of the Injury; and

(b) the NZRU Salary Cap Manager is satisfied that, but for having the Injury, the Player would have been available for selection for a Provincial Union’s team during the period of the Injury; and

(c) where the Player is a Current All Black, the NZRU has notified the Provincial Union that the Player is Available (or, but for the Injury, would have been Available); and

(d) the Injury Amount cannot exceed the Player’s Salary Cap Remuneration Payments and Salary Cap Non-Financial Benefits.

47.2 The NZRU Salary Cap Manager may require, at their discretion, an Injury to be certified by an independent medical practitioner before any amount is regarded as an Injury Amount. The costs of such independent certification will be met by the NZRU.

47.3 Where a Player is unavailable to play in the ITM Cup because of selection in the All Blacks Sevens team, that Player’s Salary Cap Remuneration Payments and Salary Cap Non-Financial Benefits, divided by the number of ITM Cup Regular Season Matches to be played by the Player’s Team in that Contract Year, and then multiplied by the number of matches played by the Player’s Team during the period the Player is unavailable by reason of being assembled with the All Blacks Sevens team will be deemed to be an Injury Amount.

47.4 Where a Player is called into the Rugby Championship Squad as a replacement player, that Player’s Salary Cap Remuneration Payments and Salary Cap Non-Financial Benefits, divided by the number of ITM Cup Regular Season Matches to be played by the Player’s Team in that Contract Year, and then multiplied by the number of matches played by the Player’s Team during the period the Player is unavailable by reason of being assembled with the Rugby Championship will be deemed to be an Injury Amount.

48 INJURED PART-SEASON LOAN PLAYERS

48.1 For the purposes of clause 47.1:

(a) if, prior to the Player’s Injury, the Loan Arrangement records that the Loan Player will be Loaned to the Borrowing Provincial Union over the entire period of the subsequent Injury, the Injury Amount will be applicable only to the Borrowing Provincial Union; and

(b) if, prior to the Player’s Injury, the Loan Arrangement records that the Loan Player is Loaned to the Borrowing Provincial Union for part of the period of the subsequent Injury and the Lending Provincial Union for part of the period of that Injury:

(i) the Injury Amount applicable to the Borrowing Provincial Union will be that Player’s Salary Cap Remuneration Payments and Salary Cap Non-Financial Benefits, divided by the number of ITM Cup Round Robin matches to be played by the Player’s team in that Contract Year, and then multiplied by the number of such Matches played by the Borrowing Union’s Team over the period of the Injury during the Loan Period; and

(ii) the Injury Amount applicable to the Lending Provincial Union will be that Player’s Salary Cap Remuneration Payments and Salary Cap Non-Financial Benefits, divided by the number of ITM Cup Round Robin matches to be played by the Player’s team in that Contract Year, and then multiplied by the number of such Matches played by the Lending Union’s Team over the period of the Injury outside the Loan Period;

provided that in the event that the period of the Injury is more than the number of ITM Cup Round Robin matches to be played by the Player's team in that Contract Year, the Injury Amount will be limited to the Player's Salary Cap Remuneration Payments and Salary Cap Non-Financial Benefits and will be apportioned between the Borrowing Provincial Union and Lending Provincial Union based on the number of Matches played by the Borrowing Union's Team and the Lending Union's Team over the Injury Period.

Part 15 • Obligation to Maintain Records

49 PROVINCIAL UNION OBLIGATIONS

49.1 Each Provincial Union will create and maintain full and accurate records of its affairs relating to the contracting and associated activities involving Players and their Agents including the RPC including (without limitation):

- (a) a copy of every Provincial Union Contract, Provincial Union Development Contract and Loan Arrangement entered into by it, and any notice of termination of, or variation to, any such contract;
- (b) copies of every current and every previous written agreement pursuant to which Salary Cap Remuneration Payments and Salary Cap Non-Financial Benefits are Paid by that Provincial Union to a Player;
- (c) written summaries of every current and every previous oral arrangement, agreement, promise, undertaking or commitment pursuant to which Salary Cap Remuneration Payments or Salary Cap Non-Financial Benefits or any other Payments or Benefits are Paid by that Provincial Union to a Player, signed correct by the parties to those arrangements;
- (d) copies of all notes of discussions, proposals or other verbal negotiations with a Player and/ or that Player's Agent relating to arrangements pursuant to which Salary Cap Remuneration Payments or Salary Cap Non-Financial Benefits or any other Payments or Benefits are, are to be, or may be, Paid by that Provincial Union to a Player. For the avoidance of doubt, each Provincial Union is obliged to document by way of a file note any substantive discussions, proposals or other verbal negotiations relating to the provision of Payments or Benefits to a Player and retain them on file for access by the NZRU Salary Cap Manager as required;
- (e) copies of every written communication between that Provincial Union and any of its Players or their Agents relating to Salary Cap Remuneration Payments or Salary Cap Non-Financial Benefits or any other Payments or Benefits;
- (f) file notes of every substantive oral communication relating to Salary Cap Remuneration Payments or Salary Cap Non-Financial Benefits or any other Payments or Benefits to its Players between:
 - (i) the Provincial Union and any of its Players and any person whom the Provincial Union intended or proposed to employ as a Player;
 - (ii) the Provincial Union and any Agent for any Player or any person whom the Provincial Union intended or proposed to employ as a Player;

For the avoidance of doubt, notes of any substantive oral communication arrangements, negotiations, or communications must be created in order for a Provincial Union to fulfil its obligations under this Part;

- (g) records of all Salary Cap Remuneration Payments or Salary Cap Non-Financial Benefits or other Payments or Benefits Paid by that Provincial Union to its Players including (without limitation):
 - (i) income tax records;
 - (ii) bank statements;
 - (iii) cash payments journals; and
 - (iv) any other documents kept by or for the Provincial Union relating to the Salary Cap Remuneration Payments or Salary Cap Non-Financial Benefits or other Payments or Benefits Paid by it to its Players.
- (h) All agreements with Players pursuant to which Payments and Benefits are Paid.

50 PLAYERS TO KEEP RECORDS

50.1 Each Provincial Union will encourage Players to keep all records relating to any Payments or Benefits Paid by the Provincial Union to them including any agreement written or otherwise, any bank statements or other financial records relating to such Payments or Benefits.

Part 16 • Disclosure of Information and Records

51 INFORMATION

51.1 In addition to any other information a Provincial Union may provide the NZRU Salary Cap Manager pursuant to these Regulations, each Provincial Union will:

(a) within 10 Working Days of a Player entering into any Playing Contract or other agreement, undertaking, promise, commitment or other arrangement pursuant to which Salary Cap Remuneration Payments or Salary Cap Non-Financial Benefits or any other Payments or Benefits are, or are to be, Paid by a Provincial Union to that Player, provide the NZRU Salary Cap Manager with a completed Playing Contract and a copy of any other agreement, undertaking, promise, commitment or arrangement, provided that the Playing Contract must be provided to the Salary Cap Manager prior to the Player playing in the ITM Cup Competition;

(b) within 10 Working Days of a Player entering into any variation of any Playing Contract or other arrangement pursuant to which Salary Cap Remuneration Payments or Salary Cap Non-Financial Benefits or any other Payments or Benefits are, or are to be, Paid by a Provincial Union to that Player, provide the NZRU Salary Cap Manager with a completed updated Playing Contract and an updated copy of every agreement, undertaking, promise, commitment or arrangement.

(c) within 10 Working days of a Player entering into a Playing Contract, or entering into a variation of any Playing Contract, or entering into or varying any other arrangement, agreement, undertaking, promise or commitment pursuant to which Salary Cap Remuneration Payments or Salary Cap Non-Financial Benefits or any other Payments or Benefits are, or are to be, Paid by a Provincial Union to that Player, update Rugby Cap with the revised salary cap information.

51.2 In addition to the information provided in accordance with clause 51.1, the NZRU Salary Cap Manager may, where they consider they require further information to determine the Salary Cap Remuneration Payments or Salary Cap Non-Financial Benefits (and/or the particular forms of Salary Cap Remuneration Payments or Salary Cap Non-Financial Benefits) Paid by a Provincial Union to a Player, request additional information from a Provincial Union. If such a request is made, the Provincial Union will provide that information within 10 Working Days of receiving the request.

51.3 For the avoidance of doubt, for the purposes of clause 51.1 it is irrelevant whether:

(a) the agreement, undertaking, promise, commitment or other arrangement pursuant to which the Player is Paid Salary Cap Remuneration Payments or Salary Cap Non-Financial Benefits is in writing or not;

(b) the agreement, undertaking, promise, commitment or other arrangement relates to the Player playing for a Provincial Union team or otherwise.

51.4 The NZRU Salary Cap Manager will keep details received pursuant to clause 51.1 and 51.2 confidential and will not disclose that information other than:

(a) to the Board in respect of any matter referred to it pursuant to these Regulations;

(b) in aggregate form;

(c) to other NZRU employees for the purpose of monitoring, managing and enforcing the Collective Agreement or the Franchise Contracting Regulations;

(d) as required by law;

(e) to its professional advisers, provided it has first obtained an obligation of confidentiality from those advisers;

(f) to the RPC in accordance with Part 23 and the Collective Agreement.

52 OTHER RECORDS - PROVINCIAL UNIONS

52.1 The NZRU Salary Cap Manager may request any of the records (or a copy thereof) a Provincial Union is required to maintain pursuant to clause 49. If the NZRU Salary Cap Manager makes such a request, a Provincial Union will provide those records (or copies) within 10 Working Days of receiving the request.

53 OTHER RECORDS - PLAYERS

53.1 The NZRU Salary Cap Manager may, where it has reasonable grounds to believe that a Provincial Union has Paid to a Player Payments or Benefits other than pursuant to a Provincial Union Contract, or Provincial Union Development Contract or Loan Arrangement, request any records (or a copy thereof) a Player may hold. If the NZRU Salary Cap Manager makes such a request, the Provincial

Union will endeavour to ensure that the Player will provide the records (or copies) within 10 Working Days of the request.

Part 17 • Salary Cap Audits

54 PRE-SEASON DISCLOSURES

54.1 By 4.00pm on the last Friday in July in each Contract Year each Provincial Union will provide the NZRU Salary Cap Manager with:

- (a) the Pre-Season Audit Information for that Contract Year; and
- (b) Pre-Season Statutory Declarations relating to that Pre-Season Audit Information.

55 YEAR-END DISCLOSURES

55.1 By 4.00pm on 20 January in each Contract Year each Provincial Union will provide the NZRU Salary Cap Manager with:

- (a) the Season-End Audit Information in respect of the previous Contract Year; and
- (b) Season-End Statutory Declarations relating to that Season End Information.

Part 18 • NZRU Salary Cap Calculation

56 NZRU SALARY CAP CALCULATION

56.1 The NZRU Salary Cap Manager:

(a) may, at any time, calculate a Provincial Union's Salary Cap Payments; and

(b) will calculate a Provincial Union's Salary Cap Payments:

(i) as soon as reasonably practicable after receiving the Pre-Season Audit Information and Pre-Season Statutory Declarations; and

(ii) as soon as reasonably practicable after receiving the Season-End Audit Information and Season-End Statutory Declarations.

56.2 As soon as practical after making the calculations in clause 56 the NZRU Salary Cap Manager will provide each Provincial Union with a statement that confirms the amount of all that Provincial Union's Salary Cap Payments as at that time.

56.3 As soon as practical after making the calculations in clause 56 the NZRU Salary Cap Manager will provide the RPC with a statement of each Provincial Union's Salary Cap Payments at that time that confirms the amount of all that Provincial Union's Salary Cap Payments as at that time.

57 PRE-SEASON SALARY CAP PAYMENTS

57.1 In calculating a Provincial Union's Salary Cap Payments pursuant to clause 56.1b.i, the NZRU Salary Cap Manager will regard both the Salary Cap Payments Paid by a Provincial Union to its Players up to and including the Salary Cap Pre-Audit Date and the Salary Cap Payments payable by the Provincial Union to its Players from that date to the end of the Contract Year, as being Paid as at the Salary Cap Pre-Audit Date.

58 OTHER INFORMATION

58.1 For the avoidance of doubt, in calculating a Provincial Union's Salary Cap Payments, the NZRU Salary Cap Manager may take into account any information available, and if he or she considers it appropriate having considered that information, include any additional amounts in a Provincial Union's Salary Cap Payments as Salary Cap Remuneration Payments, or Salary Cap Non-Financial Benefits.

Part 19 • Investigations and Information

59 INVESTIGATIONS

59.1 The NZRU Salary Cap Manager:

(a) may at any time in order to satisfy itself of the accuracy of the information provided to it by a Provincial Union; and

(b) will if it considers a Provincial Union may breach or may have breached these Regulations (including, without limitation, where they consider a Provincial Union has, or may have, Paid Excess Salary Cap Payments or may pay Excess Salary Cap Payments in the future, or where they consider that a Provincial Union may have breached its Compliance Obligation);

(i) carry out such preliminary enquiries as it considers fit (“Preliminary Investigations”); or

(ii) carry out such investigations, interviews and/or audits it considers (in its sole and absolute discretion) appropriate (“Investigations”).

59.2 For the purpose of any Preliminary Investigation or Investigation, the NZRU Salary Cap Manager will be provided by the Provincial Union access to (amongst other things):

(a) any Provincial Union Contract and Provincial Union Development Contract (together with any agreement varying any such Playing Contract);

(b) any agreement between a Player and the NZRU, a Super Rugby Franchise or a Provincial Union;

(c) any arrangement between a Player and a related entity or subsidiary of a Provincial Union (or any other third party) which, on reasonable grounds, might give rise to a breach of the Provincial Union’s Compliance Obligation;

(d) any other information requested by the NZRU Salary Cap Manager.

60 AUDIT NOTICE

60.1 Where the NZRU Salary Cap Manager conducts an Investigation pursuant to clause 59.1, it will advise the Provincial Union:

(a) that it intends to undertake an Investigation; and

(b) of the proposed nature, extent and timeframe of the Investigation (“Audit Notice”).

60.2 For the avoidance of doubt, the proposed extent and timeframe of any Investigation set out in an Audit Notice may be varied at any time by the NZRU Salary Cap Manager.

61 BREACH NOTICE

61.1 Where the NZRU Salary Cap Manager conducts an Investigation pursuant to clause 59.1, it will:

(a) advise the Provincial Union of the provisions of these Regulations that it considers the Provincial Union may have breached or may breach in the future (“Breach Notice”);

(b) set out in the Breach Notice the reasons why the NZRU Salary Cap Manager considers the Provincial Union may breach, may have breached or may in the future breach, these Regulations; and

(c) provide the Provincial Union with an opportunity to respond in writing to the Breach Notice within 10 Working Days of receiving that notice (or such other longer period as the NZRU considers appropriate).

61.2 The NZRU Salary Cap Manager may continue its Investigation if:

(a) after receiving a response to a Breach Notice the NZRU Salary Cap Manager still considers that a Provincial Union may breach, may have breached or may in the future breach, these Regulations; or

(b) the NZRU Salary Cap Manager does not receive a response to a Breach Notice within the required timeframe.

61.3 If the NZRU Salary Cap Manager is, after receiving a response to a Breach Notice within the required timeframe, satisfied that a Provincial Union has not breached or will not breach these Regulations, it may discontinue its Investigation.

62 ASSISTANCE

62.1 Without limiting the other provisions of this Part, to assist the NZRU Salary Cap Manager in any Investigation, a Provincial Union will:

- (a) provide the NZRU Salary Cap Manager (within the timeframes stipulated by the NZRU Salary Cap Manager) with all information, documents and/or records in its possession or control which the NZRU Salary Cap Manager considers relevant to an Investigation;
- (b) make its Chief Executive Officer, Chairman, management and/or employees available to answer any questions in respect of an Investigation;
- (c) provide the NZRU Salary Cap Manager with access to its premises to facilitate the inspection by the NZRU Salary Cap Manager of any information, documents and/or records in the possession or control of the Provincial Union which the NZRU Salary Cap Manager considers relevant to an Investigation.

63 REQUESTS FOR INFORMATION

63.1 In addition to clause 51.2, the NZRU Salary Cap Manager may at any time require a Provincial Union to:

- (a) explain, in writing, the nature of any Salary Cap Remuneration Payments or Salary Cap Non-Financial Benefits Paid by it to a Player;
- (b) respond to any query in respect of compliance (or otherwise) with these Regulations;
- (c) provide any records required to be maintained pursuant to clause 49 or such other information, documents and/or records as the NZRU Salary Cap Manager may require which relate to, or which may relate to, Salary Cap Remuneration Payments or Salary Cap Non-Financial Benefits Paid by a Provincial Union to a Player;
- (d) provide a copy of any document and/or record in its possession or control certified true and correct by a solicitor which relates to, or which may relate to, Salary Cap Remuneration Payments or Salary Cap Non-Financial Benefits Paid by the Provincial Union to a Player.

63.2 Where the NZRU Salary Cap Manager requires a Provincial Union to do anything pursuant to clause 63.1, a Provincial Union will comply with its obligations under that clause:

- (a) within 10 Working Days of receiving the NZRU's Salary Cap Manager request (or such other longer period as may be advised by the NZRU Salary Cap Manager to the Provincial Union); and
- (b) at its own cost.

63.3 In the event that a Provincial Union fails to comply with its obligations under clauses 63.1 and/or 63.2, the NZRU Salary Cap Manager may include the whole or any part of any Salary Cap Remuneration Payments or Salary Cap Non-Financial Benefits about which the NZRU Salary Cap Manager is concerned in the calculation of that Provincial Union's Salary Cap Payments.

64 WARNING NOTICES AND BREACH PROCEEDINGS

64.1 Where, after completing an Investigation, the NZRU Salary Cap Manager considers that:

- (a) a Provincial Union may pay Excess Salary Cap Payments at some point in the future, it may issue a Warning Notice setting out a summary of the findings of the NZRU Salary Cap Manager's Investigation;
- (b) a Provincial Union has Paid Excess Salary Cap Payments, it may refer the matter to the Board ("Breach Proceedings").

64.2 Where, after completing an Investigation, the NZRU Salary Cap Manager considers that a Provincial Union has breached its Compliance Obligation, it may refer the matter to the Board ("Breach Proceedings"). In the event the alleged breach relates to two or more Players the NZRU Salary Cap Manager may include this as part of the same Breach Proceedings.

64.3 For the avoidance of doubt, the NZRU Salary Cap Manager may advise the Board that as a result of further available evidence it no longer considers that a Provincial Union has Paid Excess Salary Cap Payments or breached its Compliance Obligation, in which case the Board will not be required to determine any applicable Breach Proceedings referred to and pursuant to clause 64.1(b).

65 AMBIGUITY OR UNCERTAINTY

65.1 The NZRU Salary Cap Manager may refer any other matter relating to these Regulations to the Board for a decision if it considers that:

- (a) these Regulations do not fully or adequately provide for that matter; or
- (b) these Regulations do not clearly and unambiguously provide for that matter.

65.2 Any difference of opinion regarding any provision of these Regulations will be determined by the Board.

65.3 Subject to clause 72, the Board's decision in respect of any matter referred to it pursuant to clause 65.1 or 65.2 will be final.

Part 20 • Matters Referred to the Board

66 INFORMATION TO BE PROVIDED

66.1 Breach Proceedings referred to the Board by the NZRU Salary Cap Manager pursuant to clause 64.1(b) will be supported by a report compiled by the NZRU Salary Cap Manager setting out:

- (a) a summary of the reasons why the NZRU Salary Cap Manager considers a Provincial Union has Paid Excess Salary Cap Payments or breached its Compliance Obligation;
- (b) a summary of the NZRU Salary Cap Manager's Investigation;
- (c) all relevant material (or copies thereof) the NZRU Salary Cap Manager has in its possession and considers may be required by the Board to determine the Breach Proceedings;
- (d) a summary of any relevant expert advice (including for the avoidance of doubt legal, audit or financial advice) the NZRU Salary Cap Manager has obtained in respect of its Investigation.

66.2 The NZRU Salary Cap Manager will send a copy of the report required pursuant to clause 66.1 to the Provincial Union subject to the Breach Proceedings at the same time it is sent to the Board.

67 PROCEDURES TO BE ADOPTED BY THE BOARD

67.1 The Board may, subject to the express provisions of this Part, in determining any matter referred to it pursuant to these Regulations, regulate its own procedure as it thinks fit provided, however, that the Board observes the rules of natural justice in each instance.

67.2 In determining any Breach Proceedings referred to it pursuant to these Regulations, the Board will, pursuant to the NZRU Constitution, delegate its powers to determine those proceedings to an appropriately qualified independent person ("the Decision Maker").

67.3 The Board will from time to time issue guidelines as to the process to be followed in hearing and determining such Breach Proceedings referred to the Decision Maker.

68 CONFIDENTIALITY

68.1 The Decision Maker will keep all information, documents and/or records received by it in relation to any Breach Proceedings confidential and will not disclose that information other than:

- (a) as required by law;
- (b) as may be required by the Appeal Council in respect of any appeal made to that council by a Provincial Union pursuant to clause 72;
- (c) to any adviser, expert and/or investigator engaged by the Board in respect of any Breach Proceedings, provided the Board has first obtained an obligation of confidentiality from that adviser, expert and/or investigator;
- (d) to the RPC in accordance with Part 23 and the Collective Agreement.

69 DECISION MAKER MAY RECEIVE AND CALL FOR INFORMATION

69.1 The Decision Maker may receive any information, document and/or record, it considers (in its sole and absolute opinion), may assist it to determine any matter referred to it pursuant to these Regulations.

69.2 The Decision Maker may, if it considers (in its sole and absolute opinion) it requires any information, document or record to determine any Breach Proceedings, require a Provincial Union and/or the NZRU to provide that information, document and/or record within 10 Working Days of the request (or such other longer period as the Decision Maker may allow).

70 DECISION MAKER MAY APPOINT ADVISERS AND INVESTIGATORS

70.1 For the avoidance of doubt, the Decision Maker may engage any expert to advise, investigate and/or assist it in determining any matter referred to it pursuant to these Regulations.

71 COSTS OF BREACH PROCEEDINGS

71.1 Subject to clause 71.3, all costs and disbursements incurred by a Provincial Union in connection with any Breach Proceedings (including, without limitation, all legal, accounting and other expert advice and the costs of appearing before the Decision Maker (if necessary)) will be borne solely by the Provincial Union irrespective of the Decision Maker's decision or whether the NZRU Salary Cap Manager advises the Decision Maker that the matter no longer needs to be determined by it pursuant to clause 64.3.

71.2 If the decision of the Decision Maker is that a Provincial Union has Paid Excess Salary Cap Payments or breached its Compliance Obligation, the Decision Maker may require the actual and reasonable costs and disbursements incurred by the NZRU Salary Cap Manager in connection with its

Investigation and the Breach Proceedings (including, without limitation, all legal, accounting and other expert advice and the costs of appearing before the Board (if necessary)), to be paid by the Provincial Union.

71.3 The Decision Maker may require the actual and reasonable costs and disbursements incurred by a Provincial Union in connection with any Breach Proceedings (including, without limitation, all legal, accounting and other expert advice and the costs of appearing before the Board (if necessary)), to be paid by the NZRU, if the Decision Maker considers it was unreasonable for the NZRU Salary Cap Manager to commence or pursue the Breach Proceedings.

71.4 Subject to clause 72 all costs payable by a Provincial Union pursuant to this Part will be paid to the NZRU within 20 Working Days of notice of the imposition of those costs being received by the Provincial Union.

71.5 If any costs required to be paid by a Provincial Union pursuant to these Regulations are not paid within the timeframe required, the Provincial Union will be required to pay interest to NZRU on the amount of those costs at the Interest Rate.

71.6 If any costs and/or interest owing remain outstanding for 20 Working Days or more after the date of due payment, the NZRU may offset the amount of the costs and any interest owing against any amount owing by the NZRU to the Provincial Union.

72 APPEALS

72.1 A Provincial Union may appeal against the decision of the Decision Maker in respect of any Breach Proceedings or any matter referred to it pursuant to clause 64.1(b) to the Appeal Council in accordance with the NZRU Constitution, provided such appeal is lodged within 20 Working Days of the Board's decision being received by the Provincial Union.

72.2 A decision of the Decision Maker against which an appeal is lodged continues in force unless the Appeal Council determines otherwise, provided however, that no penalty and/or costs imposed by the Board pursuant to these Regulations will be enforceable until the Appeal Council has heard and decided the appeal.

Part 21 • Penalties

73 EXCESS SALARY CAP PAYMENTS

73.1 Where the Decision Maker concludes that a Provincial Union has Paid Excess Salary Cap Payments:

- (a) if the Provincial Union has not, in any of the 5 preceding Contract Years, Paid Excess Salary Cap Payments, the Decision Maker will impose a fine of \$3 for every \$1 of Excess Salary Cap Payments;
- (b) if the Provincial Union has, in any of the 5 preceding Contract Years, Paid Excess Salary Cap Payments in one other Contract Year, the Decision Maker will impose a fine of \$5 for every \$1 of Excess Salary Cap Payments;
- (c) if the Provincial Union has, in any of the 5 preceding Contract Years, Paid Excess Salary Cap Payments in two or more of those Contract Years, the Decision Maker will impose a fine of \$10 for every \$1 of Excess Salary Cap Payments.

73.2 For the avoidance of doubt, for the purposes of clause 73.1 it is irrelevant whether the Decision Maker has concluded that a Provincial Union has Paid Excess Salary Cap Payments in a previous Contract Year in separate Breach Proceedings relating to each Contract Year or single Breach Proceedings relating to a number of Contract Years.

73.3 Where a Provincial Union has received a Warning Notice in accordance with clause 64.1(a) and the Decision Maker concludes that that Provincial Union has Paid Excess Salary Cap Payments in the Contract Year to which the Warning Notice relates, the Decision Maker may (in its sole and absolute discretion) increase any penalty imposed pursuant to clause 73.1 by up to 200%.

73.4 If the Decision Maker concludes that a Provincial Union has intentionally or recklessly Paid Excess Salary Cap Payments, the Decision Maker may, in addition to all other penalties which may be imposed, impose an additional penalty of up to \$10 for every \$1 of Excess Salary Cap Payments.

73.5 The Decision Maker will not impose a penalty of the loss of Premier Competition Points or relegation unless the payment of Excess Salary Cap Payments is found to be deliberate, wilful or as a result of deceptive conduct, in which case the decision maker will consult with the NZRU and RPC but may award a deduction of points or relegation

73.6 The Decision Maker will notify a Provincial Union in writing of any penalties imposed by it.

73.7 The Decision Maker will, notwithstanding clause 73.1, if satisfied that exceptional circumstances exist which render the penalty manifestly disproportionate to the seriousness of the offending conduct, have the discretion to reduce the penalty or decide not to impose a penalty.

74 BREACH OF COMPLIANCE OBLIGATION

74.1 Where the Decision Maker concludes that a Provincial Union has breached its Compliance Obligation:

- (a) if the Provincial Union has not, in any of the 5 preceding Contract Years, breached its Compliance Obligation, the Decision Maker will impose a fine of \$5,000;
- (b) if the Provincial Union has, in any of the 5 preceding Contract Years, breached its Compliance Obligation in one other Contract Year, the Decision Maker will impose a fine of \$10,000;
- (c) if the Provincial Union has, in any of the 5 preceding Contract Years, breached its Compliance Obligation in two or more of those Contract Years, the Decision Maker will impose a fine of \$20,000.

74.2 If the Decision Maker concludes that a Provincial Union has intentionally or recklessly breached its Compliance Obligation, the Decision Maker may, in addition to all other penalties which may be imposed, impose an additional penalty of up to \$50,000.

74.3 The Decision Maker will not impose a deduction of Premier Competition points unless a breach of the Compliance Obligation under this sub-Part, is found to be deliberate, wilful or as a result of deceptive conduct, in which case the decision maker will consult with the NZRU and RPC but may award a deduction of points or relegation.

74.4 The Decision Maker will notify a Provincial Union in writing of any penalties imposed by it.

74.5 The Decision Maker will, notwithstanding clause 74.1, if satisfied that exceptional circumstances exist which render the penalty manifestly disproportionate to the seriousness of the offending conduct, have the discretion to reduce the penalty or decide not to impose a penalty.

75 OTHER BREACHES

75.1 If the NZRU Salary Cap Manager concludes that a Provincial Union has breached these Regulations other than in relation to having Paid Excess Salary Cap Payments or breached the Compliance Obligation, the Provincial Union will, wherever possible, immediately remedy that breach and the NZRU may impose a penalty of up to \$5,000 on that Provincial Union in respect of each such breach.

75.2 Examples of breaches to which clause 75.1 relates include (by way of example only and without limitation):

(a) the failure to provide the Pre-Season Audit Information and/or Pre-Season Declarations as required pursuant to clause 54;

(b) the failure to provide the Season End Audit Information and/or Season End Declarations as required pursuant to clause 55;

(c) the failure to provide any records, information and/or documents as may be required pursuant to clauses 51.2, 52, 62 and/or 63;

(d) the failure to maintain records as required pursuant to clause 49;

(e) the failure to provide the Decision Maker with any information, documents and/or records as may be required pursuant to clause 69;

75.3 The NZRU will notify a Provincial Union in writing of any penalties imposed by it.

75.4 Where a penalty is imposed on a Provincial Union by the NZRU for breaching these Regulations other than in relation to having Paid Excess Salary Cap Payments or having breached the Compliance Obligation, and a Provincial Union has not, wherever possible, remedied that breach within 20 Working Days of being notified of the NZRU's decision, the NZRU may impose a further penalty of up to \$2,000 for that breach (for example, where a Provincial Union continues not to provide a Player Contract)

76 PAYMENT

76.1 Subject to clause 72, all penalties imposed pursuant to this Part will be paid to the NZRU within 20 Working Days of notice of the penalty being received by the Provincial Union.

76.2 If any penalty imposed on a Provincial Union pursuant to these Regulations is not paid within the timeframe required by these Regulations, the Provincial Union will be required to pay interest to NZRU on the amount of the penalty at the Interest Rate.

76.3 If any penalties and/or interest owing remain outstanding for 20 Working Days or more after the date of due payment, the NZRU may offset the amount of the penalty and any interest owing against any amount owing by the NZRU to the Provincial Union.

Part 22 • Other

77 NOTICES

77.1 A notice under these Regulations must be in writing and may be delivered personally, sent by post or sent by fax.

77.2 A notice will be deemed to have been received:

- (a) if delivered personally, when delivered;
- (b) if sent by post, three Working Days after being sent by post (postage prepaid);
- (c) if sent by fax, on receipt by the sender of a transmission report indicating that the fax was sent in its entirety to the recipient's correct fax number;

provided, however, a notice delivered personally or sent by fax on a day other than a Working Day, or delivered or sent after 5pm on a Working Day, will be deemed to have been received at 9am on the next Working Day.

Part 23 • Role of Rugby Players Collective

78 INFORMATION

78.1 Prior to the NZRU Salary Cap Manager issuing:

- (a) a Compliance Statement in accordance with clause 11; or
- (b) an Explanatory Notice in accordance with clause 12; or
- (c) a Determination in accordance with clause 13;

the NZRU Salary Cap Manager will consult with the RPC in accordance with this clause with the RPC to respond in a timely manner.

78.2 Following the preparation of any draft Compliance Statement, Explanatory Notice or Determination the NZRU Salary Cap Manager will provide this draft to RPC.

78.3 In the event the RPC disagrees with the draft Compliance Statement, Explanatory Notice or Determination the following will apply:

- (a) the NZRU and RPC must endeavour to resolve the areas of disagreement;
- (b) if agreement can still not be reached, the NZRU Salary Cap Manager may proceed to finalise and issue the Compliance Statement, Explanatory Notice or Determination (provided that, in that event the RPC may seek to rely upon the problem resolution provisions of the Collective Agreement).

79 INVESTIGATIONS

79.1 Where the NZRU undertakes an Investigation of a Provincial Union in accordance with clause 59 the NZRU will notify the RPC at the same time as notice is given to the Provincial Union in accordance with these Regulations.

80 WARNING NOTICE OR BREACH PROCEEDINGS

80.1 Prior to issuing a Warning Notice in accordance with clause 64, or at the same time as a Provincial Union is advised of the commencement of Breach Proceedings in accordance with clause 64, the NZRU will notify the RPC of the nature of the alleged breach and provide the RPC with an opportunity to have input into the investigation of any alleged breach, including any submissions RPC wish to make about penalty.

81 RPC ACCESS TO INFORMATION

81.1 RPC may request access to any of the information it is entitled to under the Collective Agreement or these Regulations.

Schedule 1 • Loan Arrangement

Parties

Player Name:

Lending Provincial Union:

Borrowing Provincial Union:

Loan Period

Loan Start Date:

Date of Expiry of Loan:

Terms of Loan

I DO/DO NOT (*circle one*) wish to return to my Lending Provincial Union in the event of an injury to another Lending Provincial Union Player in a similar position.

Other Terms: (*please list any additional terms here, use the reverse if necessary*)

Consents and Confirmations

.....
(*Signature of Player*) (*Date*)

Name of Lending Provincial Union:

.....
(*Signature of Authorised Person from the Lending Provincial Union*)

Name: Position: Date:

Name of Borrowing Provincial Union:

.....
(*Signature of Authorised Person from the Borrowing Provincial Union*)

Name: Position: Date: