



RULES AND REGULATIONS

1. BNL MANAGEMENT COMMITTEE

1.1. Responsibility

1.1.1. The Management Committee has, on behalf of BNL, the specific responsibilities of:

1.1.1.1. overseeing BNL's areas of the business including, without limitation:

1.1.1.1.1. all basketball competitions;

1.1.1.1.2. merchandising;

1.1.1.1.3. television, radio and all other public media;

1.1.1.1.4. the image and identity of the BNL;

1.1.1.1.5. sponsorship;

1.1.1.2. taking such action as is necessary to enforce the BNL Rules;

1.1.1.3. determining, implementing and monitoring Player Payment Limits;

1.1.1.4. formulating the budget for approval of BNL;

1.1.1.5. implementing the appointment and remuneration of staff and consultants within guidelines set down by BNL and limitations imposed by the approved budget;

- 1.1.1.6. conducting tour and special games, including deciding venues;
- 1.1.1.7. conducting pre-season tournaments;
- 1.1.1.8. overseeing and implementing interaction with Basketball South Africa and other professional leagues outside of South Africa;
- 1.1.1.9. preparing and monitoring fixtures for the BNL Season including, without limitation, the final series and to approve any necessary changes to the fixtures and play-off dates as a result of, amongst others, unavailability of venues;
- 1.1.1.10. implementing the BNL Competitions' Doping Policy;
- 1.1.1.11. implementing and overseeing BNL Competitions' disciplinary procedures including behaviour both on and off the playing field;
- 1.1.1.12. monitoring BNL financial performance including the power to approve capital works or expenditure up to an amount determined by the BNL on any one item or project;
- 1.1.1.13. implementing and overseeing interaction with players' representative bodies and players' agents;
- 1.1.1.14. advising BNL as to policy;
- 1.1.1.15. deciding other specific matters as allocated to it by BNL;
- 1.1.1.16. implementing BNL's obligations, duties and responsibilities in terms of these Rules.

1.2. **Composition**

1.2.1. The Management Committee shall consist of the General Manager, 3 (three) members elected from BNL, 1 (one) outside member and other BNL staff who may be appointed or co-opted. Only the General Manager and BNL members of the BNL may vote.

1.3. **Election**

1.3.1. Election of members of the Management Committee is to be conducted annually at the Annual General Meeting of BNL.

1.3.2. Elections are to take the form of a single ballot with directors ranking their first preference number one, their second preference number two and so on. To be a valid vote, a ranking must be registered against each candidate.

1.3.3. In the case of the initial election for directors' representation, the 3 (three) candidates with the lowest scores are elected. The 1 (one) candidate with the lower score being elected for 2 (two) years and the other 2 (two) for 1 (one) year.

1.3.4. A similar process is to be followed for the initial election to fill the position for outside members.

1.4. **Advisors**

1.4.1. All consultants shall act as a non-voting advisor to the Management Committee.

1.4.2. The Management Committee may co-opt persons to act as non-voting advisors as the Management Committee sees fit.

1.5. **Quorum**

1.5.1. A quorum of 3 (three) voting Management Committee members and the General Manager or his duly nominated alternative is required to constitute an official meeting.

1.6. **Meetings**

1.6.1. Meetings of the Management Committee are to be held at intervals as decided upon by the Management Committee.

1.7. **Operational Responsibilities**

1.7.1. The operational responsibilities of BNL office will be set up by the General Manager to enable the Management Committee to perform its duties in an effective way.

2. BNL SPONSORSHIP

2.1. Clubs may not enter into negotiations and/or agreements with sponsors without the permission of the General Manager whose consent shall not be unreasonably withheld. If such approval is denied, the Club may appeal to the Management Committee.

2.2. The Management Committee is authorised to negotiate national accommodation and/or ground travel sponsorship which would be exclusive for travelling teams of each Club.

3. TELEVISION

3.1. Fixtures may be altered to meet television requirements.

3.2. No Club may enter into a television contract without prior approval of the General Manager. If such approval is denied, the Club may appeal to the Management Committee.

3.3. For television coverage of games, coaches and captains are to be made available by Clubs to be interviewed prior to the start of the second half of

each game and Clubs shall cooperate fully in making players and coaches available for interviews in general.

4. TRAVEL

4.1. Carrier – Air Travel

4.1.1. Unless otherwise determined by BNL, all teams shall be booked by BNL with a designated airline which shall be determined from time to time.

4.1.2. Other airlines may be used only when the designated airline does not operate the desired service. However, permission must be granted by the General Manager to use an alternate airline.

4.2. Carrier – Ground Travel

4.2.1. All teams shall be booked with a designated rent-a-car carrier service which shall be determined from time to time. Other rent-a-car carrier services may be used only when the designated rent-a-car carrier service does not operate the desired service. However, permission must be granted by the General Manager to use an alternative rent-a-car carrier.

4.2.2. The costs of ground travel will be the responsibility of the travelling team save in the case where ground travel is organised in lieu of air travel under the equalisation scheme. In this exception, reasonable ground travel cost will be met by BNL.

4.3. Booking Travel

4.3.1. All air travel, accommodation and ground travel bookings shall, unless the contrary is determined by BNL, be made by BNL.

4.4. Air Travel Booking Procedures

4.4.1. Air travel bookings shall be made for the entire BNL Season prior to the start of the BNL Season. A copy of the booking must be sent to both the Club's representative and the BNL office.

4.4.2. Bookings must be made on BNL air travel account direct with the designated official carrier (rather than through a travel agent) quoting the team's travel code reference.

4.4.3. The Clubs acknowledge that this rule is included to overcome booking difficulties at peak travel times including, without limitation, school holidays.

4.4.4. The Club shall, on a date determined by BNL, notify BNL of the Travelling Party.

4.5. **Travelling Party**

4.5.1. 15 (Fifteen) people (consisting of 12 (twelve) players and 3 (three) technical members) as the authorised number of the travelling team's party under the airfare equalisation scheme for the regular BNL Season ("the Travelling Party"). Clubs may, however, request BNL to book as many people as the Club may wish on the BNL air travel account but that Club must bear the full responsibility for payment of airfares in excess of 15 (fifteen) people.

4.5.2. Notwithstanding what has been set out in Rule 4.5.1 above, the Travelling Party for the playoffs and finals of the BNL League competition to be authorised under the cost equalisation structure shall be determined by BNL from time to time.

4.5.3. The Travelling Party for the playoffs and finals of the BNL League competition is currently 15 (fifteen).

4.6. **Accommodation**

4.6.1. Accommodation costs for the Travelling Party in any game forming part of any BNL Competition shall be borne by BNL.

4.7. **Other use of Designated Airline Account**

4.7.1. In the event that BNL authorises a Club to book airfares, the designated airline account number may be used by Clubs to book airfares other than those associated with team travel. There is an advantage to BNL in building up the amount of travel with the official carrier while Clubs will benefit by having their payment deferred until BNL has settled the account.

4.7.2. Invoices from BNL to Clubs for extra travel are to be paid within 14 (fourteen) days of the date of the invoice.

4.8. **Team Travelling Appearance and Behaviour**

4.8.1. All Clubs travelling should be conscious of their role in representing BNL to the general public. Clubs will use their best endeavours to ensure that the players and coaches of their teams are neatly dressed when travelling.

4.8.2. Rude or disruptive behaviour of teams in public will not be tolerated by BNL and misbehaviour will be subject to substantial fines.

5. COMPETITION RULES

5.1. **Participants' Agreement Guarantees**

BNL shall:

5.1.1. provide the highest level of competition between Clubs located in the larger towns and cities of the Republic of South Africa;

5.1.2. provide a complete National League competition annually ("the BNL League");

- 5.1.3. provide competitions acceptable to the public and to the media so that basketball games prominence and recognition as a major sport in the South African community;
- 5.1.4. provide a standard of competition which will assist in the preparation of the South African National Team for the world championships, Olympic Games and major international competitions;
- 5.1.5. agree that all Clubs, players and officials are subject to and comply with all FIBA regulations enforced from time to time, including (without limitation) regulations relating to foreign player licences and international clearances;
- 5.1.6. no transfer fees shall be imposed for players changing Clubs if the contract between the Club and player has expired through effluxion of time;
- 5.1.7. each Club is bound upon request (where such request is made not less than 14 (fourteen) days prior to the date upon which the individual is to be released) by Basketball SA (without charge of fee to Basketball SA) to release all such of each of the Club's players, coaches, managers, referees and other officials as is nominated by Basketball SA to fulfil the obligations of the South African National Team/Squad and/or to meet any other commitment reasonably deemed by Basketball SA to be in the interest of South African basketball. The Clubs agree that any player, coach or manager of a Club who declines, refuses or fails to fulfil any such obligation without a reason as considered by Basketball SA to be valid, shall be disqualified from competing in any BNL Competition during the period in which a player, coach or manager would have otherwise been committed to the South African National Team/Squad unless Basketball SA otherwise consents, which consent shall not be unreasonably withheld.

5.2. **Playing Rules**

- 5.2.1. All games shall be played in accordance with all FIBA guidelines of playing rules enforced from time to time.
- 5.2.2. **Playing Uniform:** The name of the player if it is on the playing uniform must be placed on the back of singlet above the playing number.

5.3. **Fixtures**

- 5.3.1. BNL shall arrange a fixture list for each competition conducted under BNL as far in advance of the BNL Season as possible in order to facilitate the booking of venues. Once the fixture has been agreed to by BNL, only in exceptional circumstances may Clubs rearrange the fixture by mutual agreement of the Clubs involved and with the concurrence of the General Manager. Clubs are required to respond promptly to the advice of available dates at the venue for the drafting of the fixture when requested by BNL office. The exception to the condition set out in this Rule 5.3.1 shall be in the case of live television and, to this end, reference is made to Rule 3.1 of these BNL Rules.
- 5.3.2. Friday, Saturday and Sunday shall be considered normal days of play. Games may, however, be played on other days by mutual agreement of the Clubs involved and the concurrence of the General Manager.

5.4. **Registration, Player/Coach Contracts and Player Eligibility**

- 5.4.1. All players must sign a BNL registration form annually and lodge it with BNL's office prior to participating in any game played under the auspices of BNL which shall include, without limitation, pre-season games. All registration papers must be lodged on or before a date or dates as determined by BNL from year to year.

No player shall be allowed to register after the date determined by BNL.

5.4.2. Players may play in a BNL Competition by Permit. A “Permit player” is a player who is a member of a University basketball team or school basketball team and who has permission from the University or school (as the case may be) to play with a Club. Clubs using a Permit player must have permission in writing from the University or school (as the case may be) in order to establish that player’s eligibility to play in a BNL Competition without a transfer from the University or school. A Permit player must sign the standard BNL registration form and must be contracted as any other player is required to do.

5.4.3. The General Manager shall not allow registration of players transferring to a Club (including restricted players) until that Club has satisfied him that these players can be included in the team roster without exceeding the player payment limit as referred to in Rule 13 of these BNL Rules. No restricted player may play in the playoffs and finals of the BNL League without having played in at least 80% (eighty percent) of the regular BNL League games in that particular BNL Season.

5.4.4. **Player/Coach Contract**

5.4.4.1. Salary Caps: All Clubs shall adhere to the player payment limit recorded in Rule 13 of these BNL Rules when contracting players.

5.4.4.2. Every player and coach must have a written contract with his Club whether that agreement be for monetary consideration or not. The foregoing requirement shall not be required in accordance with the provisions of Rule 12.14.2 of these BNL Rules

pertaining to replacement players under National Team waivers.

5.4.4.3. Clubs may contract only 15 (fifteen) players for any 1 (one) BNL Season and, to this end, the rules pertaining to transfer and clearances recorded in Rule 12 of these BNL Rules have reference.

5.4.4.4. A player dropped from the 15 (fifteen) person contract list may not be reactivated in that BNL Season unless as a substitute for a player placed on injury, waiver or National Team waiver.

5.4.4.5. All contract lists must be lodged with the General Manager on or before the date/dates determined by BNL.

5.4.4.6. Every player's contract shall be in the form of the BNL's standard player contract attached. The wording of BNL standard player contract may only be altered on a case by case basis with the prior written approval of the General Manager.

5.4.4.7. The appointment by a Club of a basketball player in a capacity other than as a basketball player is not included as part of the individual player contract but must be subject to a separate contract.

5.4.4.8. **Contract Disputes**

5.4.4.8.1. A dispute is recognised when a letter is sent to the General Manager outlining a particular problem.

5.4.4.8.2. Once a dispute has been established, the General Manager is authorised to offer an

opinion to both parties after seeking independent legal advice only on issues written in the contract.

5.4.4.8.3. A party has a right to refer the dispute to the Tribunal Officer.

5.4.5. **Player Eligibility**

5.4.5.1. All players must be registered and contracted in accordance with the provisions of Rule 5.4 of the BNL Rules.

5.4.5.2. Any player who has played in a fixture in any BNL Competition for 1 (one) Club is ineligible to play for another Club during that BNL Season. This Rule 5.4.5.2 shall not apply in the event that a Club withdraws its team during the regular BNL Season or has its authority to participate in any BNL Competition terminated during the regular BNL Season. In that event, players are permitted to contract and play with another Club provided the new Club remains within the player payment limit and the transfer of the player is effected prior to the new Club competing in its last game of the current regular BNL Season.

5.4.5.3. Players transferring from 1 (one) Club to another between BNL Seasons must fulfil the requirements outlined in Rule 12 of these BNL Rules.

5.4.5.4. Restricted players (as defined in Rule 10.1.2) shall comply with all the obligations set out in Rule 10.2.

- 5.4.5.5. Non-provincial players (as defined in Rule 10.1.3) shall comply with all the obligations set out in Rule 10.3.
- 5.4.5.6. Playing of an ineligible player by a Club shall result in the forfeiture of the game(s) in which that player plays and fines may be imposed by BNL.
- 5.4.5.7. Further eligibility qualifications for players are outlined in Rule 10 of these BNL Rules.

5.5. **Game Administration and Promotion**

5.5.1. **Pre-Season Games**

- 5.5.1.1. Pre-season games are the responsibility of BNL and all Clubs shall comply with all policies in relation to pre-season games as determined by BNL from time to time.
- 5.5.1.2. Clubs must register all pre-season games with BNL whether such games are against other Clubs or not. BNL shall appoint referees to all these games. The host Club shall pay a pre-season fee commensurate with the referees' current standard level (such a fee to be negotiated by BNL).

5.5.2. **Pre-Season and Pre-Match Material**

- 5.5.2.1. Clubs are required to supply, prior to the date determined by BNL information requested by BNL to enable the production of a media guide at the beginning of the BNL Season.
- 5.5.2.2. Clubs are required to supply to BNL, names and numbers of their Travelling Party on or before the

date/dates determined by BNL. Subsequent changes must be notified to BNL immediately. BNL is responsible for providing directions to the venue for the teams.

- 5.5.2.3. The onus is on each Club to advise BNL of upcoming milestones that the Club may wish to be recognised should the milestones be reached in a particular game.
- 5.5.2.4. BNL may, in its sole and absolute discretion, recognise all such milestones requested by a Club. Milestones for referees are to be recognised. Such recognition may be done through the game programme and/or over the public address system. In some cases, it may be in order to make a special presentation.
- 5.5.2.5. The onus is on each Club to establish what uniform colour will be worn by the other Club so as not to clash. Should a clash occur, BNL shall determine which Club must switch to the alternative uniform which they must have at the game. All Clubs must have an alternate uniform at each game. One uniform should be light based and the other dark based. Inordinate delays in the game starting time due to uniform clash could result in a Club (or both Clubs) being fined.
- 5.5.2.6. Prior to the start of every BNL Season each Club shall circulate a team photograph and individual head shots of all players and coaches to every other Club and the BNL office.

5.5.3. **Pre-Match Procedures**

- 5.5.3.1. BNL shall make known a liaison officer for the teams. The liaison officer shall be present at the games and shall look after the reasonable needs of the Clubs.
- 5.5.3.2. BNL shall appoint a press liaison officer responsible for attending to the reasonable needs of accredited press.
- 5.5.3.3. BNL shall make known a liaison officer for the game referees. The liaison officer shall be present at the game and shall look after the reasonable needs of the referees. The liaison officer should consult with the BNL Technical Director in order to determine what the BNL requirements are as to the welfare of the referee. The liaison officer for the game referees shall also be required to supply security for the referees when necessary.
- 5.5.3.4. Prior to the start of the game, BNL must have ensured that all equipment is fully functional. The hooter should be loud enough to be heard over the crowd noise, the scoreboard and timing gear should be fully functional with all scoreboard lights lit and foul bats should be in place. Numbers on the scoreboard must correspond to the actual numbers being worn by the players.
- 5.5.3.5. Prior to the start of the game, BNL is to ensure that all BNL signage as authorised by BNL from time to time is in place and in the position determined by BNL including (without limitation):

- 5.5.3.5.1. naming rights, sponsor, floor decals and kick away signs;
- 5.5.3.5.2. official product signage;
- 5.5.3.5.3. BNL logo fixed to each backboard in the bottom corner; and
- 5.5.3.5.4. score bench sign.
- 5.5.3.6. A trained statistics team of a minimum of 4 (four) persons must be supplied to record such statistics as required by BNL on forms supplied by BNL. A head statistician should be named by BNL. This person will be directly responsible to BNL for the accuracy and completeness of the game statistics.
- 5.5.3.7. All bench personnel must be trained through BNL bench official courses and registered with the BNL Technical Director. All bench personnel must be in possession of a bench official card which must be presented to the game referees upon request.
- 5.5.3.8. BNL is required to do everything possible to accommodate reasonable requests in setting up of television and/or radio broadcasts.
- 5.5.3.9. BNL is required to honour all BNL media passes; however, ample notification should be given to BNL if a journalist wishes to attend. Journalists must be given reasonable seating where special media sections are not available. Journalists must be given access to a room adequate for them to write up the game stories with telephone facilities to phone in reports.

- 5.5.3.10. BNL is required to offer free seating to any director of or official or guest invited by BNL or the Officers, Board of Control members or executive staff of BNL; however, ample notification should be given to BNL before the game day. Provision must be made to seat a referee supervisor and partner (if attending) and a partner for each game referee at no charge. Referees and supervisors are required to notify BNL of their partners' requirements no later than the Tuesday prior to the game.
- 5.5.3.11. BNL shall reserve 6 (six) free seats for supporters of each Club during the BNL Season. The Clubs are required to confirm use of these seats no later than Tuesday prior to the game day.
- 5.5.3.12. Should it be required, BNL shall provide 3 (three) warm-up balls to each team and refreshments on the bench for each team and the referees. The warm-up balls and game ball must be BNL approved brands. The game ball must not be used by either side in warm-ups, must be reasonably worn in and must not be marked with player or team names.
- 5.5.3.13. BNL shall nominate the game commissioner prior to the start of the BNL Season. The game commissioner should be a person of good standing and a person who will generally be in attendance at all games. If the game commissioner is not in attendance at the game, the game commissioner must appoint a proxy of similar standing. The proxy must make himself/herself known to the Chairman of the Bench and the referees prior to the start of the game. The game commissioner acts as an official

representative of BNL and after consultation with the referees and a representative from each team, is empowered to make decisions regarding aspects of the game not covered by the rules of basketball or the BNL Rules.

- 5.5.3.14. There shall be reciprocal rights for team cheerleaders to be on court (where physically possible).
- 5.5.3.15. BNL shall ensure that sponsorship of Clubs shall be acknowledged in the game program and by the game court announcer.
- 5.5.3.16. In principle, a signage space with television exposure shall be made available for sponsors of each Club. The onus is on each team to ensure that its sponsor does not conflict with BNL's sponsor as determined by BNL in its sole and absolute discretion. Each team shall be responsible for its own signage for its sponsors.

5.5.4. **Match Procedures**

- 5.5.4.1. All games should, insofar as it is possible, be videotaped. In the event that the Technical Director requires a video of the game and should BNL be in possession of a video of the game, the onus will be on the General Manager to furnish the Technical Director with a video of the game.
- 5.5.4.2. The matches will run under the playing rules outlined in Rule 5.2 of the BNL Rules.
- 5.5.4.3. Only the official party may be seated on the team bench. All non-playing personnel sitting on the team

bench shall be neatly attired. Slacks and sport shirts shall be the minimum requirements.

5.5.4.4. Teams are required to cooperate with all reasonable requests by BNL in the area of player introductions.

5.5.4.5. BNL shall ensure that medical personnel is in attendance at every game and available for consultation by either team.

5.5.4.6. BNL shall determine each team's initial offensive direction and the end at which the team shall have the right to warm-up

5.5.4.7. At all times while in the venue, the security of the teams are the responsibility of BNL. This includes the security of the players' bench where the teams must be sheltered from undue harassment or interference from the fans.

5.5.4.8. The score sheet is to be totalled on a quarter by quarter basis and a BNL official score sheet used. The FIBA international score sheet is to be used as the check sheet.

5.5.4.9. The BNL court announcer shall announce scores around the country provided by BNL broadcast communication service. Acknowledgements shall be made of the sponsor of the service when the scores are announced.

5.5.5. **Post-Game Procedures**

5.5.5.1. The game is not officially concluded until the referees have checked the score sheet and signed the score sheets.

5.5.5.2. The official attendance will be entered on the score sheets.

5.5.5.3. As soon as the game is concluded, both head coaches should be given MVP voting sheets. It is the responsibility of both coaches to ensure their votes are recorded.

5.5.6. **Statistics**

5.5.6.1. All statistics must be compiled and entered on the BNL team compilation form. The statistics must be double checked to agree with the score sheet as far as final scores, individual scores, two point shots made, three point shots made, foul shots attempted and made and personal fouls are concerned.

5.5.6.2. Time played statistics should be calculated and entered on the team compilation form.

5.5.6.3. Copies of both statistic worksheets, both compilation and both the time played worksheets should be given to both teams.

5.5.6.4. A competent game reporter shall enter the game details on the BNL game report form supplying such information as is required by BNL.

5.5.6.5. The following is to be emailed, faxed or hand delivered to the BNL office no later than 08:00 the morning after each game (subject to Rule 5.5.6.5.8):

5.5.6.5.1. the official score sheet signed by the referees and with the attendance figure entered;

- 5.5.6.5.2. the MVP sheet from both coaches signed by the head coaches;
 - 5.5.6.5.3. the compilation statistic sheet for both teams with the time played statistics entered on them;
 - 5.5.6.5.4. FIBA score sheets;
 - 5.5.6.5.5. the game report;
 - 5.5.6.5.6. statistic tally sheets and time played worksheets should not be sent;
 - 5.5.6.5.7. any report required in accordance with the provisions of Rule 5.5.7;
 - 5.5.6.5.8. in the case of Sunday afternoon games, results should be phoned into the league office immediately after the end of the game with the total information required to follow as soon as possible but by no later than 16:30.
 - 5.5.6.5.9. BNL shall phone in such results as required by the BNL office to specified media outlets.
- 5.5.6.6. On Monday morning, following the game, the originals with the score sheets and statistic compilation sheet should be delivered to the BNL office to arrive no later than the Wednesday after the game.
- 5.5.6.7. Quarter time scores along with the top scorers from each team at half time and full time are to phone in to the BNL broadcast communication number

immediately at the conclusion of each period and game conclusion, respectively.

5.5.7. Reports

5.5.7.1. Any reports that generate out of the game must be notified to the BNL office along with the referee(s) report(s). Such material must be forwarded by email or fax to the BNL office along with the other material described in Rule 5.5.6.5.

5.5.7.2. The video of the game in which there has been a report (if the game is not covered by a BNL broadcaster), must arrive either at the BNL office or the BNL Technical Director's office no later than Tuesday following a weekend game.

5.6. Post-Game Hospitality

5.6.1. BNL is required to offer reasonable post-game hospitality to the Clubs and their officials, BNL guests and the game referees and supervisors and their partners.

5.7. Promotional / Publicity

5.7.1. BNL shall endeavour to produce a program for every game.

5.7.2. Game programs must give acknowledgement to BNL sponsors as well as acknowledging naming rights sponsors of the Clubs.

5.7.3. Game programs must avoid making derogatory and/or inflammatory statements about Clubs, teams, players or referees.

5.8. Public Criticism

5.8.1. No Club, executive officer, official, employee, player or coach shall offer public criticism of game referees except through proper

channels of BNL office, BNL Technical Director or referee supervisors. Clubs will be held responsible for the comments of all their members which may subsequently appear in the media.

5.8.2. No Club executive officer, official, employee, coach or player shall make issue, authorise, offer or endorse any public criticism or any statement having or designed to have an effect prejudicial to the best interest of the game of basketball or BNL.

5.8.3. Any Club, executive officer, official, employee, coach or player who breaches any provision under Rule 5.8 shall render such person's Club and/or such person liable to a fine or to a suspension both at the absolute discretion of the BNL Tribunal Officer.

6. BNL LEAGUE COMPETITION

6.1. Placing on the BNL League Ladder during the Season

6.1.1. The position on the ladder during the regular BNL League season shall be determined by the ratio of games won over games played.

6.1.2. Should 2 (two) or more Clubs be tied with the same winning percentage during the regular season, they shall be ranked by the number produced by dividing total points scored against into total points scored for.

6.2. Final Placing at the end of the League Season

6.2.1. Positions on the BNL League ladder will be determined by the ratio of games won over games played.

6.2.2. Should 2 (two) or more Clubs be tied on game winning percentages at the conclusion of the fixtures, final placing shall be determined by the win/loss ratio in only those games played

between the tied Clubs. Should there still remain a tie, ranking shall be determined by the difference between the total points scored for and against each Club in only those games played between the tied Clubs. If the Clubs still remain tied, ranking shall be determined by points for over the points against percentages for the entire BNL League season.

6.3. Forfeiture

6.3.1. A Club which, without a valid reason, fails to appear to play a scheduled game or withdraws from the court before the end of the game, shall lose the game by forfeit.

6.3.2. Forfeiture will result in a fine and may bring further disciplinary action from the BNL Tribunal Officer. A team winning by forfeiture may not be penalised in the determination of final placings in the points for and against. The winning margin for forfeited games shall, therefore, be 20 points.

6.4. Withdrawal

6.4.1. In the event that a Club, for any reason, withdraws from the BNL League competition prior to the completion of the BNL Season, all points and scores relating to all the games in which the removed Club participated in will be regarded as null and void.

7. PROTESTS / DISPUTES

7.1. Should a Club believe to have had its interests adversely effected by a decision of a referee, score bench or by any event that took place during a game, such Club must, at the moment when the incident takes place, either immediately when the ball is dead and the clock has stopped, or at the first time out that follows, notify the referee through the Club's court captain, providing that this is done in a calm and courteous manner.

- 7.2. The referee may explain his decision or, if necessary, may examine the score sheet and check the score and the playing time. If this interaction exceeds 30 (thirty) seconds it shall be charged as a time-out to the Club in question unless the referee decides otherwise, recognising the validity of the observation in accordance with the FIBA rules.
- 7.3. Should the final buzzer fail to operate or not be heard in the case where the result of the game hinges on the determination of when the buzzer went, the referee will make a final determination after following the procedure outlined in Article 22 of the FIBA rules. This decision may not be appealed.
- 7.4. All disputes regarding matches not covered by this Rule 7 of the BNL Rules should be lodged with the General Manager within 24 (twenty four) hours followed by a written report within 48 (forty eight) hours. A fee as determined by BNL, in its sole and absolute discretion and which fee is, currently, R2 500.00 (Two Thousand Five Hundred Rand), must accompany such a report which fee will be returnable should the complaint be upheld. A copy of such report must also be sent to the opposing Club.
- 7.5. A disputes committee of at least 3 (three) Management Committee members may be convened by the General Manager to resolve disputes or the General Manager refer the dispute to the Tribunal Office.

8. PROTESTS/DISPUTES BEFORE THE TRIBUNAL

- 8.1. BNL shall annually appoint a Tribunal officer (“the Tribunal Officer”) who shall be a person who has no connection with any Club or other basketball body. BNL may choose to appoint a Deputy Tribunal Officer or allow the General Manager to appoint an alternative Tribunal Officer.
- 8.2. The Tribunal Officer will deal with protests and disputes referred to the Tribunal Officer under these Rules that have not been resolved in terms of this Rule 8 or by the General Manager and will consider reports by BNL game referees of players, coaches, Clubs and Club’s officials.

- 8.2.1. Such report shall be noted on the front of the official score sheet by the referees.
 - 8.2.2. The game referees or referee supervisor shall inform a Club official of both Clubs as soon as possible after the game as to the report and the nature of the charges.
 - 8.2.3. The game referees and referee supervisor (if appropriate) shall fill out the BNL report forms after the game and coordinate with the home Club officials that the reports are emailed and/or faxed to the BNL office with the score sheet and other statistic forms as specified in Rule 5.5.5 or Rule 5.5.6 of these BNL Rules. Should, for some reason, this not be possible, the General Manager should be informed by phone, email or fax of the reports no later than 12 noon on the Monday immediately following the game. During the finals, the General Manager should be informed of a report as soon as possible by phone.
 - 8.2.4. The General Manager shall ensure that the charged party is given a copy of any report forms as soon as practical.
 - 8.2.5. Non-compliance with report procedure shall not invalidate a report nor a hearing (investigation) nor penalties which may arise pursuant to such a report.
- 8.3. The Tribunal Officer shall also consider complaints referred by the General Manager which have been lodged officially by phone, email or fax with BNL office by 12 noon on the Monday immediately following the incident from referee supervisors, score bench officials or Club administration concerning game misconduct by coaches, players and Club officials. Such complaint shall be treated by the Tribunal Officer in the same manner as an official report by a game referee.

- 8.4. The General Manager shall be empowered to frame charges from reports/complaints referred to in Rule 8.2 and Rule 8.3 of these BNL Rules that do not make specific charges.
- 8.5. The General Manager shall, at his discretion, have the authority to lay a charge against any player, coach, team or team official. Charges may be laid for misconduct relating to any games in any BNL Competition including, without limitation, on-court incidents not the subject of reports made by referees as well as breaches of the BNL Rules. The General Manager shall have this authority regardless of whether a complaint is being lodged by any other party. It is understood that these charges may not be able to be heard prior to the charged party's next game. All charges laid in accordance with this Rule 8.5 shall be heard in accordance with the provisions of Rule 8.6.
- 8.6. The General Manager and/or the Tribunal Officer may request any evidence necessary to make a determination on reports/complaints.
- 8.7. The Tribunal Officer is empowered, on examination of evidence, to make further charges for which, in the Tribunal Officer's opinion, a prima facie case has been established. Such additional charges shall be set aside to be heard separately at a later date. It is understood that these charges may not be able to be heard prior to the charged party's next game day.
- 8.8. Charges made under Rule 8 of these BNL Rules shall have 3 (three) options as to the manner in which the charge is to be heard. The charged party must inform the General Manager of the desired option within 24 (twenty four) hours of the report, when the report is made during the regular BNL Season and 12 (twelve) hours during the play offs. If no notification is received within the specified time, the charge shall be dealt with as the Tribunal Officer may determine. The three (3) options are:
- 8.8.1. The Tribunal Officer may view the video, speak by telephone to the referees, alleged victim(s), the charged party and others as deemed necessary and then, if necessary, after hearing a

submission from the charged party as to the appropriate penalty, impose a penalty.

8.8.2. The Tribunal Officer may conduct a formal hearing by teleconferencing. The charged party would have the opportunity to question witnesses and make submissions to the Tribunal Officer. After hearing all the evidence, the Tribunal Officer shall make findings and if necessary impose a penalty.

8.8.3. The Tribunal Officer may convene a formal hearing at a central venue and the charged party and witnesses attend a hearing. In conducting a hearing under this Rule, the Tribunal Officer is required to follow the following procedures where 2 (two) or more players, officials, etc. are charged in relation to incidents which occur at or about the same time or clearly as a consequence of some related earlier incident(s). If 1 (one) of those charged opts for a formal hearing, then the Tribunal Officer may direct that all of those charged shall appear and have their charges considered at the formal hearing:

8.8.3.1. The charges are to be read to the charged party and the charged party is to be asked whether he pleads guilty or not guilty. In the event that the charged party does not plead to the charge, a plea of not guilty is to be entered.

8.8.3.2. The procedure to be followed in adducing evidence is to be explained to the charged party and he is to be asked whether he has any objection thereto. Any such objection is to be noted by the Tribunal Officer.

8.8.3.3. Where the charges are laid by a referee, the referee's report is to be read to the charged party in the presence of the referee. The referee is then to be

asked to give any further relevant evidence and may be questioned by the Tribunal Officer. At the conclusion of the referees' evidence, the charged party or his legal representative if permitted may question the referee.

8.8.3.4. The evidence of other relevant witnesses shall be heard and questioned in the manner set out in Rule 8.8.3.3.

8.8.3.5. At the conclusion of all relevant evidence called by BNL, the charged party may give evidence himself and call such other evidence as he desires. He and his witnesses shall be subject to questioning by the Tribunal Officer and/or a legal representative of BNL should one be appointed.

8.8.3.6. In the event that more than one person is charged arising out of related incidents occurring on or about the same time, the Tribunal Officer shall at its sole discretion have the power to hear charges against 2 (two) or more persons at the same time.

8.8.3.7. The charged party(s) shall be entitled to remain in the hearing room while all evidence is being heard against him/them.

8.8.3.8. The Tribunal Officer shall have the power to view videotapes and/or film of any incident which is the subject of any charge. The Tribunal Officer shall have the power to show such videotape and/or film to any witness and ask questions in respect thereof. In the event that the Tribunal Officer proposes to view videotape and/or film of an incident, the Tribunal

Officer shall cause the videotape and/or film to be played in the presence and sight of the charged party who shall be asked to comment on it if he wishes.

- 8.8.3.9. The rules of evidence do not apply. Sworn evidence is not required.
- 8.8.3.10. The Tribunal Officer may disallow any questions which are considered by the Tribunal Officer to be irrelevant, vexatious or improper in the circumstances.
- 8.8.3.11. After hearing all relevant evidence on behalf of BNL and the charged party and, if available, viewing videotape and/or film, the Tribunal Officer may at its sole discretion ask the charged party and/or his legal representative and/or the legal representative of BNL to make a submission concerning the evidence.
- 8.8.3.12. At the conclusion of the evidence, the Tribunal Officer shall consider its decision and, thereafter, in the presence of the charged party, or in appropriate cases, and at the Tribunal Officer's discretion, in writing thereafter, announce the decision as to whether the charged party is guilty or not guilty.
- 8.8.3.13. In the event that the charged party is found guilty he shall be invited to address the Tribunal Officer as to the appropriate penalty.
- 8.8.3.14. The Tribunal Officer shall announce the penalty in the presence of the charged party or, at the Tribunal Officer's discretion provide the penalty in writing thereafter.

8.8.3.15. The Tribunal Officer shall not be bound to give reasons in respect of any finding and fact.

8.8.3.16. The Tribunal Officer may adjourn the proceedings, exclude persons from the hearing room (save for the charged parties) and otherwise regulate the proceedings in such manner as it deems fit.

8.8.4. Legal Representation (Not at BNL's Costs)

Legal representation for the charged party if requested may be allowed in the sole and absolute discretion of the Tribunal Officer. BNL reserves the right to engage legal representation in appropriate cases and, legal representation for BNL may be allowed at the sole and absolute discretion of the Tribunal Officer.

8.9. The Tribunal Officer has the discretion to fix costs derived from the expenses of the hearing should the option set out in Rule 8.8.2 or Rule 8.8.3 be elected, or if the Tribunal Officer deems the conduct of a party to be unreasonable or frivolous in relation to or during the proceedings.

8.10. The Tribunal Officer shall have the power to make the following orders:

8.10.1. suspend;

8.10.2. fine;

8.10.3. impose suspended sentences;

8.10.4. ban;

8.10.5. reprimand players, coaches, administrators and Clubs;

8.10.6. award costs.

8.11. All penalties apply to games of BNL Competitions only.

- 8.12. There is no appeal from decisions or penalties of the Tribunal Officer.
- 8.13. The Tribunal Officer shall use its best endeavours to deal with matters as expeditiously as possible and to hear charges prior to the charged party's next game day if in the opinion of the Tribunal Officer, the charges are of sufficient gravity that a suspension or ban could be imposed if a guilty verdict were found.
- 8.14. No Club executive officer, official, employee, coach or player shall make public comment concerning any incident for which an official charge has been laid nor shall they comment publicly upon any findings arising from this incident. A breach of this Rule shall be considered a breach of the BNL Rules and dealt with in accordance with Rule 5.8.3 of these BNL Rules.
- 8.15. In the event that any one or more of the above BNL Rules is not complied with, such non-compliance will not in any way invalidate the decision of the Tribunal Officer.

9. APPEALS

- 9.1. Clubs may appeal decisions of the General Manager or Management Committee involving the administration of BNL. Such an appeal shall be resolved by a fax or email vote of the directors of BNL after circulation of all relevant material (or at a BNL Board Meeting should one be in close proximity).
- 9.2. All other appeals will be heard by the Tribunal Officer and the decisions of the Tribunal Officer will be final and binding and not subject to appeal.

10. TEAM CONTENT

10.1. Rules

- 10.1.1. The rules governing team content of Clubs are governed by these Rules. Failure to strictly comply with the Rules governing team

content of Clubs shall render a Club liable as set out in these Rules.

10.1.2. Each Club shall be limited to not more than 3 (three) players per team who are not eligible to represent the Republic of South Africa in terms of the FIBA regulations as determined from time to time. These players will henceforth be called “restricted players”.

10.1.3. Each Club (in addition to the 3 (three) restricted players) shall be limited to not more than 3 (three) players per team who do not reside in the Province in which the BNL has authorised the Club to play. These players will henceforth be called “non-provincial players”.

10.2. **Restricted Players**

10.2.1. The names of all restricted players must be lodged with BNL office on or before a date determined by BNL prior to the commencement of the relevant BNL Competition in which the player wishes to play. No alterations to this list may occur after this cut-off date. The exact cut-off date shall be determined by the General Manager.

10.2.2. Players who fulfil the requirements of a non-restricted player after the cut-off date may assume a position in the Club providing that they have been registered as a player prior to the cut-off date.

10.2.3. Any restricted player replaced prior to the cut-off date may not be reinstated by that team during that BNL Season unless the player subsequently qualifies as a non-restricted player or comes under the injury waiver (Rule 12.12).

10.2.4. All restricted players must, in order to be eligible to play in an endorsed BNL game, including, without limitation, any pre-season tournament:

- 10.2.4.1. fulfil the requirements of FIBA as regards to international clearances;
 - 10.2.4.2. comply with, and obtain all approvals required in terms of, the Basketball SA Constitution and Basketball SA Regulations;
 - 10.2.4.3. obtain a valid work permit issued by the Department of Home Affairs and comply in all other respects with the relevant provisions of South African laws.
- 10.2.5. Registration requirements and contract requirements for restricted players are as for any other player.
- 10.2.6. Any restricted player who has played in a regular fixture game forming part of any BNL Competition may not play for any other Club in that BNL Season.
- 10.2.7. Playing of an ineligible restricted player will (even should the Club not have known or should the Club not reasonably have been expected to have known that the player is an ineligible restricted player) result in the forfeiture of that game(s) in which that player played and a fine shall be imposed on the Club.
- 10.2.8. BNL office must be notified in writing or by email or fax, of a replacement of a restricted player and all required documentation must be lodged prior to his replacement being able to participate in a BNL endorsed game. The Club should also inform the team's upcoming opponents of the change.
- 10.2.9. No Club may register more than 3 (three) restricted players in each BNL Season.
- 10.2.10. A maximum of 2 (two) restricted players can be on court at the same time during any game forming part of a BNL Competition.

10.2.11. No restricted player under the age of 18 (eighteen) shall be permitted to register for a Club unless the family of such restricted player moves to the Republic of South Africa for reasons that are not linked to basketball and are lawfully resident in the Republic of South Africa.

10.3. Non-Provincial Players

10.3.1. The names of all non-provincial players must be lodged with the BNL on or before a date determined by BNL prior to the commencement of the relevant BNL Competition in which the player wishes to play. No alterations to this list may occur after this cut-off date. The exact cut-off date shall be determined by the General Manager.

10.3.2. Players who fulfil the requirements of a non-provincial player after the cut-off date may assume a position in the Club providing that they have been registered as a player prior to the cut-off date and such player has lived in the Province in which the Club has been granted a Franchise for a minimum of 24 (twenty four) months.

10.3.3. Any non-provincial player replaced prior to the cut-off date may not be reinstated by that team during that BNL Season unless the player subsequently qualifies as a non-provincial player or comes under the injury waiver (Rule 12.12). The situation must also relate to the Rules regarding the 15 (fifteen) player roster (Rule 5.4.5.2).

10.3.4. Registration requirements and contract requirements for non-provincial players are as for any other player.

10.3.5. Any non-provincial player who has played in a regular fixture game forming part of any BNL Competition may not play for any other Club in that BNL Season.

- 10.3.6. Playing an ineligible non-provincial player will result in the forfeiture of that game(s) in which that player played and a fine shall be imposed on the Club.
- 10.3.7. BNL office must be notified in writing or by email or fax, of a replacement of a non-provincial player and all required documentation must be lodged prior to his replacement being able to participate in a BNL endorsed game. The Club should also inform the team's upcoming opponents of the change.
- 10.3.8. No Club may register more than 3 (three) non-provincial players in each BNL Season.
- 10.3.9. A maximum of 2 (two) non-provincial players can be on court at the same time during any game forming part of a BNL Competition.
- 10.3.10. In order for a player (other than a restricted player) to be excluded from provisions of Rule 10.3, such player should have resided in the Province in which the Club has been granted a Franchise for a minimum period of 24 (twenty-four) months. The Club shall, when registering the player provide BNL with all documentation reasonably required by BNL which documentation shall include, without limitation, the following:
- 10.3.10.1. the player's identity document or passport;
 - 10.3.10.2. a utility bill no older than 3 months showing clearly the player's physical address;
 - 10.3.10.3. in the event that the player is a minor, an affidavit from such player's legal guardian confirming the residential address of the player.

11. BNL REFEREES

11.1. Minimum Qualifications

11.1.1. All BNL referees shall, as a minimum, be registered as a referee with Basketball SA and have a National Level 1 or higher qualification.

11.2. Rules

11.2.1. BNL referees shall enforce the playing rules described in Rule 5.2 of the BNL Rules.

11.3. Three Referee Team

11.3.1. 3 (Three) referees shall officiate in each BNL endorsed game, 1 (one) whom shall act as the referee supervisor.

11.4. Appointment

11.4.1. Appointments of referees will be made by the BNL Technical Director.

11.4.2. In general, 3 (three) week rosters shall be drawn up by the BNL Technical Director.

11.4.3. BNL referees shall be drawn from a panel consisting of referees registered with Basketball SA and as determined by the BNL Technical Director from time to time.

11.4.4. Referees shall be drawn from a panel of approximately 12 (twelve) referees which may be decreased or increased at the discretion of the BNL Technical Director.

11.4.5. Referees are required to notify the BNL Technical Director as soon as possible if they are unable to make an appointment.

11.4.6. The BNL Technical Director may, at his discretion, appoint a development referee to a game to observe. Such referee must be seated next to BNL referee supervisor at that game.

11.5. Critiquing

11.5.1. The BNL Technical Director shall work with the FIBA Technical Committee to continually strive to raise the standard of officiating in the BNL Competitions.

11.5.2. BNL games played in any BNL Competition shall be videotaped and performances of the referees viewed by the BNL Technical Director or a referee supervisor. Feedback shall be given to the referees.

11.5.3. All games will be attended by a referee supervisor who will provide feedback to the referees and report on the referees' progress to the BNL Technical Director.

11.5.4. The BNL Technical Director may seek comments from the Club's coaches about a referee's performances from time to time.

11.6. Obligations of the Referees and Supervisors

11.6.1. All BNL referees shall wear BNL approved shirt(s), shoes and any other clothes required by BNL. Unless otherwise required by BNL, black pants and shoes are to be worn.

11.6.2. BNL's logo must be worn on all shirts and jackets and a BNL referee sponsor's name displayed in a manner if so requested by BNL.

11.6.3. The game referees must ensure that all bench officials are qualified.

- 11.6.4. Referees should report any unsatisfactory game equipment to the BNL Technical Director.
- 11.6.5. It is the referee supervisor's responsibility to report to the BNL Technical Director on court announcing or videos or scoreboards which, in their opinion, are used in an unsportsmanlike or inappropriate manner. Should a supervisor not be in attendance, this responsibility devolves to the game referee.
- 11.6.6. Referees are to report to the BNL Technical Director any other activity which they may deem unsportsmanlike or unprofessional.
- 11.6.7. All game referees are entitled to bring a partner to the game providing that they have notified BNL of their seating requirements no later than the Tuesday prior to the game.

11.7. **Referee Supervisors**

- 11.7.1. The BNL Technical Director will appoint a panel of referee supervisors represented in each centre to act as coaches and critiquers for BNL referees.
- 11.7.2. A game supervisor is entitled to bring a partner to a game providing that he has notified BNL of his seating requirements by no later than the Tuesday prior to the game.

11.8. **Payments**

- 11.8.1. The referees' game payment may be adjusted from time to time by BNL. The referees shall be entitled to reimbursement for time off work, travel expenses and meal allowances as set in the BNL budget annually. Payments for the final shall be set annually in the BNL budget.
- 11.8.2. **Expenses**

- 11.8.2.1. Travelling referees are entitled to claim expenses for accommodation, meals and the use of their own cars.
- 11.8.2.2. All expenses must be sent to BNL office on the appropriate expense form.
- 11.8.2.3. Car expenses may be claimed according to the grid annually prepared by the General Manager. Where possible, referees should attempt to travel together in order to keep costs down.
- 11.8.2.4. Claims for accommodation costs must be accompanied by a receipt whether charged to a BNL account or paid for by the referee. All accommodation is to be organised through BNL office. All accommodation is to be twin share in the case of 2 (two) travelling referees.
- 11.8.2.5. Referees using accommodation are entitled to claim for breakfast which should be put on the accommodation bill.
- 11.8.2.6. Referees are entitled to automatically claim meal allowances from the grid annually fixed by the General Manager.

11.8.3. **Airfares**

- 11.8.3.1. All airfares must be booked through BNL office.

11.9. **Obligations towards Referees/Supervisors**

- 11.9.1. Referees/Supervisors and their partners are to be provided free entry, seats and car parking facilities (if appropriate) providing that they have notified BNL of their requirements no later than the Tuesday prior to the game.

11.9.2. If a development referee is appointed to observe a game, BNL must provide a seat for that referee next to the BNL referee supervisor.

11.9.3. Clubs are to have a liaison person at every game to look after the reasonable needs of the referees.

11.9.4. **Security**

11.9.4.1. BNL is responsible for the security of referees at all times. This includes the entry at the start of the game, departing and entry at half time, departure at full time and departure from the venue if necessary.

11.9.4.2. A key to the referee change room should be made readily available to avoid referees having to stand around in the corridors.

11.9.5. **Change Rooms**

11.9.5.1. As much as possible, the venue should provide referees with their own and lockable change rooms which should include a shower with exhaust provisions, seating, lockers or clothes hooks, black board/chalk/duster, heating facilities, refrigerator or cooler with refreshments, hand basin and mirror.

11.9.6. Clubs shall never make public criticism of the referees through players, coaches, officials or by way of the public address system or game program. Clubs will be held responsible for any adverse media comments originating through these agencies.

11.10. **Behaviour of Referees**

11.10.1. Unsatisfactory reports regarding the behaviour of a referee will be investigated by the BNL Technical Director in conjunction with the General Manager and appropriate action taken.

11.11. Reports

11.11.1. The following procedures shall be followed by the game referees/referee supervisor following reports:

11.11.1.1. Such reports shall be noted on the front of the official score sheet.

11.11.1.2. The game referees or supervisors shall inform a Club official of both Clubs as soon as possible after the game as to the report and the nature of the charges.

11.11.1.3. The game referees and supervisors (if appropriate) shall fill out BNL report forms after the game and coordinate with the Club officials to include the written report with the information (score sheets, statistic sheets, etc.) that are faxed or emailed through to BNL office after each game. Should, for some reason, this not be possible, the General Manager should be informed by telephone, email or fax of the reports by no later than 12 noon on the Monday immediately following the game or, in the case of a mid-week game, by 12 noon the day after the game.

11.11.1.4. During the finals, the General Manager should be informed of a report by way of email or fax as soon as possible after the game.

12. PLAYER TRANSFERS, CLEARANCES, CONTRACTED PLAYERS AND WAIVERS

12.1. Objectives

12.1.1. This transfer system is established to enable players to transfer between Clubs and enter into contracts in a manner which is fair, open and efficient and which achieves those objectives which are set out in the player payment limit rules recorded under Rule 13.

12.2. Transfers and Transfer Fee

12.2.1. No player can be transferred from one Club to another Club during the course of a BNL Season. Players may only be transferred from one Club to another Club prior to the commencement of, or subsequent to the conclusion of, a BNL Season.

12.2.2. No transfer fee shall be imposed or paid to facilitate players changing Clubs.

12.3. Club Affiliates / Player Associate

12.3.1. "Club Affiliate" and/or "Player Associate" shall bear the same meaning as is set out in Rule 13.4 of these BNL Rules.

12.4. Investigation of Offences

12.4.1. The General Manager shall have the power to investigate alleged breaches of these BNL Rules and to refer such breach to the Tribunal Officer.

12.5. Laying and Hearing of Charges

12.5.1. If, in the opinion of the General Manager, an investigation by him or by the Investigator discloses a prima facie case of breach of these BNL Rules by a Club or Club Affiliate or a player or a Player Associate, the General Manager shall cause a charge to be laid against such person or persons as he considers to be appropriate.

- 12.5.2. The charge shall contain particulars of the alleged breach of these BNL Rules.
- 12.5.3. The charges shall be heard by the Tribunal Officer in such a manner as it considers appropriate.
- 12.5.4. The General Manager or his delegate shall be entitled to attend the hearing, address the Tribunal Officer and call such evidence as he considers appropriate.
- 12.5.5. The charged party shall bear the onus of proving, on a balance of probabilities that the alleged breach did not occur.

12.6. **Approaches to Players**

- 12.6.1. No Club or Club Affiliate shall approach a player or a Player Associate in relation to the transfer of a player to another Club except in the manner provided for in these BNL Rules.
- 12.6.2. No player or Player Associate shall approach a Club or Club Affiliate in relation to the transfer of a player to another Club except in the manner provided for in these BNL Rules.
- 12.6.3. The term “approach” in Rule 12.6.1 and Rule 12.6.2 above shall be given a wide interpretation. The intent of this Rule is to place a complete prohibition on the actions of Clubs and players, however preliminary, insofar as they relate to attempts to cause a player to transfer to another Club.
- 12.6.4. In the event that:
 - 12.6.4.1. a player or Player Associate is approached by a Club or Club Affiliate in a manner which is in breach of these BNL Rules, the player or Player Associate:

12.6.4.1.1. must not enter into discussions with a Club or Club Affiliate; and

12.6.4.1.2. must notify his Club and the General Manager of the approach within 48 (forty eight) hours;

12.6.4.2. a Club or Club Affiliate is approached by player or Player Associate in a manner which is in breach of these BNL Rules, the Club or Club Affiliate:

12.6.4.2.1. must not enter into discussions with the player or Player Associate; and

12.6.4.2.2. must notify the General Manager and the player's Club within 48 (forty eight) hours.

12.6.5. In addition to laying charges which relate to specific breaches of these BNL Rules, the General Manager may charge a Club or Club Affiliate or player or Player Associate with the offences of subverting or attempting to subvert these player transfer rules.

12.7. **Transfer of Players**

12.7.1. For the purpose of these BNL Rules, players fall into one or other of the following 2 (two) categories:

12.7.1.1. contracted players;

12.7.1.2. free agents.

12.7.2. Subject to the injury waiver, restricted player waiver and National Team exception, a Club may contract no more than 15 (fifteen) players.

12.7.3. A free agent is a player:

12.7.3.1. whose Club has advised the General Manager in writing that it releases the player from any remaining period of his contract; or

12.7.3.2. who is declared, in accordance with these BNL Rules, by the General Manager to have completed his contractual obligations to his Club prior to the commencement of the next BNL Season.

12.7.4. Window Period

12.7.4.1. Each year, during a period determined by BNL in its sole and absolute discretion, the General Manager shall provide to each Club a list of those players who, if they are not contracted by the Club in the meantime, have completed their contractual obligations to their Clubs prior to the commencement of the next BNL Season and who will be eligible to be declared free agents at the appropriate time.

12.7.5. Request to Approach

12.7.5.1. A player may request in writing directly to his Club to be granted permission to approach a specific Club to discuss transfer to it.

12.7.5.2. A Club may request in writing permission from another Club to approach 1 (one) of its players to discuss his transfer to it.

12.7.5.3. Where a Club receives a request pursuant to the Rule 12.7.5.1 and Rule 12.7.5.2 above, it shall reply in writing within 7 (seven) days.

12.7.5.4. If the Club does not reply within 7 (seven) days, the player shall be entitled to seek assistance from the

General Manger in order to enforce the Club to give the player a reasonable reply.

12.7.6. Free Agents

12.7.6.1. A contracted player whose contract is due to expire prior to the commencement of the next BNL Season or a current player not under contract for the next BNL Season will be declared to be a free agent by BNL 2 (two) weeks after the conclusion of the BNL Grand Final series.

12.7.6.2. BNL shall provide to each Club the name of each free agent 2 (two) weeks after the conclusion of the BNL Grand Final series.

12.7.6.3. Players may not be considered to be free agents until such time as declared so by either BNL or the player's current Club. Until such time, all provisions of these BNL Rules relative to approaching a player apply.

12.7.7. Approaches to and by Free Agents

12.7.7.1. Players who have been declared to be free agents may approach and be approached by Clubs.

12.7.7.2. Where an approach is to be made by or to a player, notice in writing must be given to the player's current Club prior to contact being made.

12.7.7.3. A Club which has notified another Club of its intention to approach one of its players may, with the written consent of the player, request the player's Club to make available full details of total remuneration paid to him pursuant to his last contract with the Club and

that Club is required to provide full and accurate details.

12.7.8. Declared Free Agent

12.7.8.1. Nothing in these BNL Rules prohibits a Club from declaring at any time prior to or after publication of the free agent lists that is has released a player from his contractual obligation and that the player is a free agent entitled to approach and be approached by Clubs at any time.

12.7.8.2. A declared free agent and Clubs approaching him must comply with Rule 12.7.7.

12.7.9. No player can be transferred from one Club to another Club during the course of a BNL Season. Players may only be transferred from one Club to another Club prior to the commencement of, or subsequent to the conclusion of, a BNL Season.

12.8. Contracting Players

12.8.1. All players' contracts shall be in the form of the BNL Standard Playing Contract. The terms of the contract may be altered with the prior written consent of the General Manager.

12.8.2. **Letter of Offer:** where a Club intends to offer a free agent a contract, the following procedure shall apply:

12.8.2.1. The offer shall be in writing in the form of the BNL Letter of Offer and shall include all details of Basketball Payments, promotion and development payments and other employment as defined in Rule 13.4 and Rule 13.5 of these BNL Rules.

12.8.2.2. Prior to submitting the Letter of Offer to the player, the Club shall submit it to the General Manager for certification that the Club is able to make the offer without exceeding the Player Payments Limit. The Club may make written submission to the General Manager as to other adjustments which it undertakes to make to its Player Payments List which will enable it to remain under the limit if the offer is accepted. In the event that the General Manager is satisfied as to the above, he shall certify to that effect by signing the Letter of Offer. In the event that he is not satisfied, he shall refuse permission to the Club to make the offer. The Club shall have the right of appeal to the Tribunal Officer against the General Manager's refusal to certify an offer under this Rule. In the event that the General Manager certifies a Letter of Offer pursuant to this section and the Club does not make the adjustment which it has undertaken to make with the result that it is over the Player Payments Limit, the General Manager shall refuse to register the new player until such time as the Club has made such adjustments as will take it under the limit.

12.8.2.3. When the General Manager has certified an offer under the preceding sub-rule, the Club shall forward the offer:

12.8.2.3.1. to the player; and

12.8.2.3.2. to the player's Club.

12.8.2.4. Where a player wishes to accept an offer to transfer, he shall notify:

12.8.2.4.1. his Club;

12.8.2.4.2. the Club making the offer; and

12.8.2.4.3. the General Manager;

in writing by completing the acceptance part of the Letter of Offer and forwarding copies to the above.

12.8.3. **Last Right Option**

12.8.3.1. Where a Club receives written notification in the form set out in these BNL Rules that a player registered to it wishes to accept a Letter of Offer from another Club, the Club shall have the option within 48 (forty eight) hours of receiving notification, of making to the player in the form of the BNL Letter of Offer a matching or better offer as to both Basketball Payments and other employment by forwarding it to:

12.8.3.1.1. the player; and

12.8.3.1.2. the Club which made the offer;

12.8.3.1.3. the General Manager;

and in that event, if he certifies the offer pursuant to Rule 12.8.2.2 of these BNL Rules, the General Manager shall refuse to approve the transfer to the other Club.

12.8.3.2. A Club may exercise the right conferred in Rule 12.8.3.1 of these BNL Rules in respect of 1 (one) player only each year.

12.8.3.3. No more than 2 (two) Letters of Offer shall be submitted to a player by a Club during the period between BNL Seasons.

12.8.3.4. Where a Club has used its right to match or better an offer in respect of a player and the player has remained registered to the Club for the following BNL Season, the Club may not again seek to rely on this Rule in relation to that player.

12.8.3.5. A player may appeal to the Tribunal Officer seeking a ruling that he be permitted to accept an offer from a Club notwithstanding that the Club to which he is registered has matched or bettered the offer and the Tribunal shall permit the player to accept the offer if he proves, on the balance of probabilities, that there is a reason of compelling and personal nature not related to basketball which entitles him to receive permission. The Tribunal Officer shall consider the appeal and grant or refuse permission to accept the offer as it, at its discretion, sees fit.

12.8.4. **The Contract**

12.8.4.1. Where a Letter of Offer is accepted pursuant to these BNL Rules, the terms of the Letter of Offer shall form the basis of the contract.

12.8.4.2. The General Manager shall be empowered to refuse to register a player where the terms of the contract do not reflect the terms of the Letter of Offer.

12.8.4.3. A contract may be signed no earlier than 48 (forty eight) hours after the Letter of Offer has been served on the player's Club and the General Manager and

must be signed within 30 (thirty) days of the time of service of the Letter of Offer.

12.9. Appeal

Save for what is recorded in Rule 9, there shall be no right of appeal from any decision of the Tribunal Officer pursuant to these BNL Rules.

12.10. Player's Agents

12.10.1. A "player's agent" for the purpose of these BNL Rules is a person who represents a player in the course of negotiating a contract with a Club.

12.10.2. Players' agents shall register annually prior to the 1st July each year with BNL and at the same time, sign an acknowledgement that they have read the BNL Rules and agree to be bound them. At the time of annual registration, player's agents must nominate in writing the player or players for whom he proposes to act. If subsequently engaged by another player to act as agent, the agent must notify the General Manager in writing within 7 (seven) days of his appointment.

12.10.3. No player shall engage a player's agent who is not registered pursuant to this Rule save and except for an agent who is acting for the first time for a restricted player, in which case, the General Manager may, at his discretion, allow an extension of time for registration of that player's agent.

12.10.4. No Club shall negotiate a player's contract with a player's agent who is not registered pursuant to these BNL Rules, save and except for the circumstances detailed under Rule 12.10.3.

12.10.5. The General Manager may refuse permission for an agent to act for a particular player if the General Manager perceives, at his discretion, that there is a potential conflict of interest on the

grounds that the agent is a close associate of another Club and if the Club to whom the player is currently registered, objects to that person acting as agent.

12.10.6. To be registered as a player's agent pursuant to this Rule, a person shall have received the written approval of the General Manager, but such consent shall not be withheld unreasonably.

12.10.7. An annual registration fee shall be paid by a player's agent which fee shall be fixed by the Tribunal Officer. Where a person acts as a player's agent and because of a close personal relationship with the player does not seek payment for so acting, that person may seek from the General Manager an exemption from paying this fee. The General Manager shall, at his discretion, grant or reject the application.

12.10.8. A corporation seeking to be registered shall supply the names of no more than 4 (four) persons who shall be authorised to act on behalf of the corporation as a player's agent.

12.10.9. No player or coach registered with BNL shall be registered as a player's agent nor shall any corporation in which such a registered player or coach is a director or shareholder.

12.11. **Contracted Players**

Each Club shall be permitted to contract no more than 15 (fifteen) players at any one time unless a player(s) has been placed on injury waivers, waivers, or are temporarily unavailable through duty with the National Team. These 15 (fifteen) players form a Club's active list and, with the exception of player(s) placed on injury waivers, waivers or on National duty, if a player is dropped from the active list to make room for another player, such dropped player may not be returned to that Club's active list in that BNL Season.

12.12. **Injury Waivers (Non-Restricted Players Only)**

- 12.12.1. In the case of an injured or sick player, a Club has the option of requesting an injury waiver for that player from the General Manager. The General Manager may grant an injury waiver after having satisfied himself of the *bona fides* of the injury or sickness.
- 12.12.2. From the time of the granting of the injury waiver, that player's Club may contract a player in addition to the maximum number of 15 (fifteen) until such time as the injured or sick player is returned to the active roster.
- 12.12.3. A player placed on injury waiver may not be returned to the active roster until 14 (fourteen) days have expired from the date of the granting of the injury waiver and until the General Manager has been advised in writing.
- 12.12.4. Players contracted to replace a player on injury waivers must conform to all BNL Rules of eligibility as specified in Rule 5.4 and Rule 10 of these BNL Rules.

12.13. **Development Squad**

Each Club shall be permitted to establish a development squad of not more than 12 (twelve) players.

- 12.13.1. The minimum age shall be 15 (fifteen) and the maximum age shall be 18 (eighteen) for development squad members. Age shall be determined as at 31st December of the previous year.
- 12.13.2. Each Club shall register with BNL details of its development squad prior to the commencement of each BNL Season. Development squad members must sign a BNL registration form which binds that player to the BNL Rules.
- 12.13.3. In the event that another Club makes an offer to a development squad member to transfer to it, the following shall apply:

- 12.13.3.1. The offer shall be in writing and may only made to a development squad member in the period starting 2 (two) weeks after the BNL Grand Final and ending at the start of the BNL Season the following year.
- 12.13.3.2. The term of such an offer shall be only for 1 (one) year.
- 12.13.3.3. A copy of the offer shall be forwarded at the same time that it is given to the player to:
 - 12.13.3.3.1. the Club with which the player is registered; and
 - 12.13.3.3.2. the BNL office.
- 12.13.3.4. The Club with which the player is registered, may within 10 (ten) days, make to the player an offer of an equal or greater amount in which event a transfer will not be granted by BNL.
- 12.13.4. A Club may make only 1 (one) offer each year to a member of another Club's development squad.
- 12.13.5. In the event that a Club enters into a contract with a member of its own development squad as a result of the operation of Rule 12.13.3, that player shall become a contracted player in addition to the 15 (fifteen) players permitted by Rule 12.11 hereof, for 1 (one) year only.
- 12.13.6. Development squad members may play in a game forming part of a BNL Competition even though they are not contracted players.
- 12.13.7. Once a development player has been contracted, that player may not be returned to a development squad.

12.14. National Team Waivers

- 12.14.1. In the case where a Club has a player(s) who will miss a game forming part of a BNL Competition because of absence due to National Team duties, that Club may replace that player(s) on the active roster of 15 (fifteen) until such time as National Team commitments have ceased and the player(s) would otherwise be able to represent the Club.
- 12.14.2. All such replacement players must have been registered with the Club as specified in Rule 5.4.4.2 of these BNL Rules. It is not necessary that these replacement players be contracted and they shall not be counted under salary cap rules.
- 12.14.3. All such replacements must be notified to the General Manager prior to the player(s)' participation in a game forming part of a BNL Competition.
- 12.14.4. The rights of Clubs to use replacement players under National Team waivers cease as soon as the National Team commitment ends.

13. PLAYERS RULES AND INTEREST

13.1. Objectives

- 13.1.1. The Clubs wish to ensure that the BNL Competitions remain strong and competitive and that the Clubs are evenly matched and financially viable. BNL recognises that players are entitled to reap the rewards of their skills as basketball players and to ventilate their concerns.
- 13.1.2. These Player Rules are adopted to attempt to achieve the following objectives:

- 13.1.2.1. to attempt to achieve a competition that is relatively even;
- 13.1.2.2. to promote stability in membership of Clubs to foster player and support loyalty;
- 13.1.2.3. to prevent the stronger Clubs from obtaining the services of an unfair proportion of the better players and dominating the BNL Competitions;
- 13.1.2.4. to assist Clubs to remain financially viable and to attempt to ensure the long term viability of all Clubs;
- 13.1.2.5. to obtain a balance between financial viability of Clubs and fair payment for players so as to enable them to earn a living from basketball as their primary source of income;
- 13.1.2.6. to maintain a genuine national focus by enabling smaller population centres to compete;
- 13.1.2.7. to avoid rapidly spiralling player payments as experienced in America and Europe;
- 13.1.2.8. to provide Clubs with an incentive to expend substantial time, effort and money to develop basketball at junior and school levels;
- 13.1.2.9. to attempt to keep admission prices at a reasonable level so as to make games forming part of a BNL Competition accessible to the family unit; and
- 13.1.2.10. to provide a forum at which a Players representative can ventilate and articulate the concerns of Players.

13.2. **The Player Committee**

- 13.2.1. BNL shall appoint each year a Player Committee (PC).
- 13.2.2. The PC shall consist of:
 - 13.2.2.1. the General Manager;
 - 13.2.2.2. 3 (three) members independent of all Clubs and BNL, at least 1 (one) of whom shall be a former player;
 - 13.2.2.3. 1 (one) member appointed by BNL who is not a Club director; and
 - 13.2.2.4. 1 (one) Player's representative elected from the captain's forum. The captains of each Club shall automatically be a member of the captain's forum;
 - 13.2.2.5. the members of the PC shall elect a Chairperson who can be neither the General Manager, a Player nor a previous Player.
- 13.2.3. 4 (Four) members of the PC shall constitute a quorum provided that there is at least 1 (one) member present from each of the categories set out in Rule 13.2.2.1, Rule 13.2.2.2, Rule 13.2.2.3 and Rule 13.2.2.3 hereof.
- 13.2.4. Each member of the PC (other than the member referred to in Rule 13.2.2.4), shall possess extensive business experience and be familiar with the sport of basketball.
- 13.2.5. All submissions, documentation and deliberations of the PC shall be and remain confidential.
- 13.2.6. In the event that 1 (one) or more appointed members (other than the Players representative referred to in Rule 13.2.2.4) of the PC is unable for any reason to perform his duties, BNL shall appoint an alternate member. In the event that the Players

representative referred to in Rule 13.2.2.4 is unable for any reason to perform his duties, the captains forum shall elect an alternate representative.

13.2.7. There shall be no appeal from a decision of the PC.

13.3. **Player Payments Limit**

13.3.1. **Player Payments Limit for the Following Year**

The PC shall make recommendations to the Management Committee, prior to a date determined by BNL each year, of the Player Payments Limit the PC recommends for the following year. The Management Committee shall, in determining the Player Payments Limit, taking into account the recommendations of the PC but shall be entitled to determine the Player Payment Limit in its sole and absolute discretion. In the event that there is no PC in any particular year, or the PC, for any reason, has failed to make a recommendation, the Management Committee shall determine the Player Payment Limit in its sole and absolute discretion.

13.3.2. **Basketball Payment Limit**

In any calendar year, a Club and the Club Affiliates shall not pay to, give to, apply for the benefit of, or cause to be paid to, given to, or applied for the benefit of, any player or Player Associate any Basketball Payment which causes the aggregate amount of the Basketball Payments paid to all of the players of the Club to exceed the Player Payments Limit for that year.

13.3.3. **Estimate for the next three succeeding years**

13.3.3.1. In addition to the recommendations regarding the Player Payments Limit each year as provided in Rule 13.3.1 of these BNL Rules, the PC shall make and

recommend an estimate of the Player Payments Limit for each of the next 3 (three) succeeding years ("the estimate"). The Player Payments Limit shall not be fixed at an amount over 5% (five percent) higher or 5% (five percent) lower than the estimate given in the preceding year.

13.3.3.2. The estimate is provided as a guide to the Management Committee, the Clubs and players to enable them to enter into long term contracts.

13.3.4. **Submissions to PC**

BNL shall supply to the PC on a date determined by BNL each year, an outline of its draft operating budget for the following year. The PC shall be authorised to seek such other information and advice from BNL as it deems appropriate. The PC shall, based on the operating budget submitted by BNL, submit to each Club on a date determined by BNL each year, a written recommendation to the Management Committee as to the amount considered appropriate as a Player Payments Limit for the next BNL Season and for the next 3 (three) years thereafter.

13.3.5. **Factors for PC**

In determining its recommendation for the Player Payments Limit, the PC shall have regard to the following:

13.3.5.1. the objectives of BNL;

13.3.5.2. the objectives of the BNL Player Payments Limit Rules;

13.3.5.3. the capacity of Clubs to remain financially viable;

13.3.5.4. the operating budget submitted to it pursuant to Rule 13.3.4 of these BNL Rules;

13.3.5.5. such other information, consideration or submissions as it considers appropriate.

13.3.6. Incentives for Final Games

13.3.6.1. The Player Payments Limit for Clubs participating in final games may be increased for that year to include incentives that may be paid to players for final games appearances.

13.3.6.2. The incentives to be paid to players for final games appearances shall be determined by the Management Committee on an annual basis, dependent upon the prize money determined for the final games.

13.3.7. Assessment

13.3.7.1. The General Manager shall issue to each Club in respect of each year, an assessment indicating whether it has exceeded the Player Payments Limit for that year and if so, the amount of the excess and the penalty imposed on the Club and the basis of calculating such penalty.

13.3.7.2. The General Manager shall be empowered to alter an assessment and penalty in subsequent years if information comes to his notice which indicates that the assessment which was made, was incorrect. Alteration of an assessment shall only be done in exceptional circumstances where the General Manager is satisfied that a Club has attempted to subvert these BNL Rules.

13.3.8. Request for Ruling

13.3.8.1. A Club may at any time prior to the time at which the General Manager issues to a Club his annual assessment of a Club's Basketball Payments, seek a ruling from the General Manager as to whether a proposed payment constitutes a Basketball Payment or is exempt wholly or partially from the Player Payments Limit. The Club shall make its request for a ruling in writing and shall provide all relevant documentation. The General Manager shall give his ruling in writing. Save for the Club's right of appeal pursuant to Rule 13.12.1 hereof, such ruling shall be binding on the Club subject to the proviso that the work or activity is actually carried out.

13.3.9. Delegation of Power

13.3.9.1. The General Manager shall be empowered, with the prior approval of BNL and after notifying all Clubs in writing of his intention to do so, to delegate such part or parts of his duties under these BNL Rules to any person or persons.

13.4. Basketball Payments

13.4.1. Club Affiliate

"Club Affiliate" includes any person or entity affiliated with, related, to or controlled, whether wholly or partly, by a Club or by any person or entity owning an interest in the Club and includes a Club's sponsor, any provider of services to the Club and any person or entity which, for any reason, provides a benefit to the Club and includes, without limiting the generality of the foregoing, a player or coach of the Club.

13.4.2. **Player Associate**

“Player Associate” includes any person or entity affiliated with, employed or controlled, whether wholly or partly, by a player or in respect of whom there is a close personal relationship whether by birth, marriage or otherwise and includes, without limiting the generality of the foregoing, a player's agent or representative.

13.4.3. **Person or Entity**

“Person” or “Entity” includes a natural person, corporation, partnership or trust whether inside or outside of the Republic of South Africa.

13.4.4. **Basketball Payments**

“Basketball Payments” includes such payments whether made in money or otherwise as the General Manager deems in his sole and absolute discretion to be made in consideration of the player's services to the Club as a member of its basketball team.

13.4.5. **Further Definition of Basketball Payments**

Without limiting the generality of Rule 13.4.4 of these BNL Rules, the following sub-rules deal with specific aspects of the meaning of the term “Basketball Payments”:

13.4.5.1. **Other Employment with or Arranged by Club or Club Affiliate**

13.4.5.1.1. Any form of appointment of a player or Player Associate by a Club or Club Affiliate or organised or arranged for a player or Player Associate by a Club or Club Affiliate including, without limiting the generality of the foregoing, basketball

development and promotion work which is in addition to the provision by the player of his services to the Club as a member of its basketball team is hereinafter referred to as “other employment”.

13.4.5.1.2. Each Club is required to make total disclosure of all payments of whatever nature made to a player or Player Associate and to provide full details of other employment to the General Manager when the Club files with BNL its Player Payments List or within 21 (twenty one) days of such other employment commencing. The penalty for failing to comply shall be a fine as determined by BNL.

13.4.5.2. Additional Benefits

Basketball Payments shall include full value of additional benefits as described under accounting principles of Fringe Benefits Tax which are provided by the Club or Club Affiliate to the player or Player Associate in consideration of the player's services to the Club as a member of its basketball team.

13.4.5.3. Fringe Benefit Tax

Fringe Benefits Tax (“FBT”) shall be considered a Basketball Payment.

13.4.5.4. Long Term Contract

Payment which constitutes a Basketball Payment and which is made by a Club or Club Affiliate to a former player or his associates shall be included in the Club's Basketball Payments in the year in which it is paid.

13.4.5.5. Sign-On Payment

13.4.5.5.1. A Basketball Payment which is made as a sign-on fee, a special once-off signing bonus or a payment made for a similar purpose shall be averaged out over the number of years of a player's contract and the average amount thereof shall be included in the Club's Basketball Payments for each year of the contract whether or not the player continues to play for the Club during each year of the contract.

13.4.5.5.2. Where a player to whom this Rule 13.4.5.5 applies is no longer a rostered player with the Club, the Club may apply to the General Manager to have the amount excluded from its Basketball Payments. The General Manager shall exclude such a payment if he is satisfied that the payment was not made in order to place the Club in a more favourable position in relation to these BNL Rules than would have resulted had the Club made normal, annual contractual payments. In particular, a long term contract with a player close to retirement

is not to be the subject of exclusion by the General Manager.

13.4.5.6. End of Contract Fees

Where, at the termination of a period of contract, the contract provides that a player or Player Associate is to receive a lump sum payment or a specified asset or benefit, the amount paid or value of the asset or benefit is to be averaged over the term of the contract and the average amount is to be included as a Basketball Payment.

13.4.5.7. Dual Contracts

The full amount which a player or Player Associate receives from a Club or Club Affiliate in consideration of his services to the Club or a Club Affiliate as a member of its basketball team is to be included as a Basketball Payment irrespective of whether separate contracts exist for the player to participate in other local or inter-regional basketball competitions.

13.4.5.8. Advances to Players

Where an advance or loan is made by a Club or a Club Affiliate to a player or Player Associate and interest is not charged or is charged at less than the current declared FBT rate, interest is to be calculated in accordance with the Rules of the Receiver of Revenue office and any shortfall in the amount of interest is to be included as a Basketball Payment.

13.4.5.9. Sickness Benefits and Medical Insurance

Notwithstanding the provisions of Rule 13.4.5.3 of these BNL Rules, all *bona fide* and reasonable payments which relate to player health and fitness are not Basketball Payments.

13.4.5.10. Testimonials

Any payment made to a player by a Club or Club Affiliate as part of a testimonial fund raising year is not a Basketball Payment. No player may have more than 1 (one) testimonial year. Any payment made in a second or subsequent testimonial year shall be included as a Basketball Payment.

13.4.5.11. Player Recruitment Costs

The following payments shall not be included as Basketball Payments:

13.4.5.11.1. such relocation expenses as, in the opinion of the General Manager, are reasonable;

13.4.5.11.2. airfares for the player and those members of his family who reside with him for the majority of the time on the occasion when they first move to a new city and in the case of restricted players recruited from overseas, on an occasion when they return to their country of origin in order to comply with visa requirements or at the time when they cease playing with the Club.

13.4.5.12. Educational Expenses

Educational expenses for *bona fide* reimbursement for fees and books for attendance at a tertiary course, previously approved in writing by the General Manager are not considered Basketball Payments.

13.4.5.13. Cost of Living

No allowance shall be made to account for variations in the cost of living between cities.

13.4.5.14. Superannuation

A contribution made by a Club to a player for the purpose of superannuation save for a compulsory contribution pursuant to the Superannuation Guarantee Charge requirement is included as a Basketball Payment.

13.4.5.15. Motor Vehicles

13.4.5.15.1. By the 1st of September of each year, the General Manager will provide a schedule of specified annual running costs of motor vehicles to apply for the following year. Running costs shall include:

- (a) registration and insurance;
- (b) lease or finance payments / depreciation;
- (c) petrol;
- (d) repairs and maintenance.

13.4.5.15.2. Costs so identified are styled "assessed costs" and stand for the whole of the year for the purpose of determining Basketball Payments in relation to the provision of a motor vehicle to a player or Player Associate by a Club or Club Affiliate.

13.4.5.15.3. Where a motor vehicle is provided to a player or Player Associate by the Club or a Club Affiliate, the annual assessed cost is to be included as a Basketball Payment. If a player contributes to the running costs, the amount of the contribution is to be deducted when determining the level of the Basketball Payment.

13.4.5.15.4. Further, where a player is able to purchase, lease or otherwise finance a car at a rate or price which is more favourable than for other members of the public as a result of a Club sponsorship agreement or by other arrangement which arises because of his relationship with his Club, the nett benefit which the player obtains is to be included as a Basketball Payment.

13.4.5.15.5. A deduction can be made where the player is able to substantiate that he undertakes *bona fide* other employment including basketball clinics and development work and uses the motor vehicle in the course of that employment. The extent of the deduction will be at the discretion of the General Manager on

receipt of a submission from the Club as to the appropriate proportion to be excluded.

13.4.5.16. **Player's Agents**

Bona fide payments made to a player's agent are not to be included as a Basketball Payment.

13.5. **Basketball Development and Promotion Work**

13.5.1. It is acknowledged that BNL wishes to encourage Clubs to develop and promote basketball in schools and in the community and that the players are an excellent vehicle for this work. To attempt to maximise this objective, Basketball Payments shall exclude payments made by a Club or Club Affiliate for such other employment including, without limitation, the provision of services by a player as a clinician, development officer or promotions officer ("basketball development and promotion work") if the General Manager in his discretion is satisfied:

13.5.1.1. that the services were performed; and

13.5.1.2. that the rate of pay for such services represents fair market value.

13.5.2. In satisfying the General Manager under the provisions of Rule 13.5.1, the Club shall carry the onus of proving those matters on a balance of probabilities and shall be required to substantiate, in a detailed manner, the services provided by the player.

13.5.2.1. In order to assist the General Manager to determine whether payment for basketball development and promotion work represents fair market value, the Management Committee shall at the same time that it fixes the Players Payments Limit each year, fix:

13.5.2.1.1. a maximum amount which a Club is permitted to pay in total to its players for development and promotional work ("the development limit");

13.5.2.1.2. a schedule of maximum amounts which a Club is permitted to pay to its players for promotional and development work ("the individual development schedule");

13.5.2.1.3. a rate of remuneration (the fixed rate) for each performance by a player of:

(a) a clinic; and

(b) a promotional appearance.

13.5.3. The following limits shall be set for each BNL Season:

13.5.3.1. the development limit;

13.5.3.2. the individual development schedule. To this end, no more than 3 (three) players may be paid an amount determined by BNL;

13.5.3.3. the fixed rate for performing a clinic which shall be determined by BNL at an hourly rate and shall include time taken for travelling;

13.5.3.4. the fixed rate for performing promotional appearances shall be determined by BNL per appearance and shall include travelling time; and

13.5.3.5. a minimum of 60% (sixty percent) of a Club's total development Rand Limit in each year shall be used on clinics and community activities with a minimum of

30% (thirty percent) of a Club's total development Rand Limit in each year to be spent on clinics.

- 13.5.4. A Club may make an application in writing to the General Manager to extend the development limit for the Club or the fixed rate for one or more specified players. If the General Manager grants the extension of the development limit, the General Manager shall provide to the Club a revised individual development schedule. In revising the individual development schedule the General Manager may increase the number of players who are permitted to be paid within a specified category but shall not extend the maximum amount which a player may earn beyond the maximum amount which the General Manager fixed for all other Clubs in fixing the individual development schedule. Such application shall be made prior to the 1st day March of the relevant year. The General Manager shall rule on the application for extension within 30 (thirty) days of receipt of the application. Where an extension is granted pursuant to this Rule 13.5.4, the General Manager shall provide details of the extension to all other Clubs.
- 13.5.5. Where a player who is contracted to a Club to perform development and promotional work is required to participate in the program of a South African National Team whether for matches, touring or training, the Club shall be entitled to claim each day including weekends as time spent on development and promotional work. For the purpose of substantiation, the Club is permitted to claim 4 (four) hours per day at the fixed rate for clinics for each day spent on the South African National Team program.
- 13.5.6. The Management Committee shall use as a guide when fixing the individual development schedule, remuneration for 800 (eight hundred) hours (40 weeks x 20 hours) at the fixed rate for clinics.

13.5.7. Where a Club pays its players a total amount in excess of its development limit or pays a player an amount in excess of the amount specified in the individual development schedule or his fixed rate, the amount of excess shall be included as a Basketball Payment.

13.5.8. For the purpose of these BNL Rules:

13.5.8.1. "Clinic" means a properly organised teaching session at a school, club, basketball camp or similar institution.

13.5.8.2. "Promotional appearance" means an attendance other than at a clinic by the player at the direction of the Club at a function, gathering, event or other form of entertainment or activity where the player by the player's appearance represents the Club for the purpose of promoting the Club's image and identity in the community.

13.5.8.3. "Community activities" means those activities involving promotions to the general public.

13.6. Endorsements, Media Appearances, Public Speaking and Writing

Where a player or Player Associate contracts to provide his services in the categories of:

13.6.1. product endorsement;

13.6.2. television and radio appearances;

13.6.3. public speaking engagements; and

13.6.4. writing newspaper articles;

or similar activities where the player is paid in consideration of his identity and standing as a sportsman independent of his team, *bona fide* payment for such services shall not be deemed to be a Basketball Payment provided that the work is performed and the rate of payment is at fair market value.

13.7. General Manager's Determination

13.7.1. Where the General Manager in his discretion determines that any form of other employment of a player or Player Associate by a Club or Club Affiliate including promotional or development work or employment arranged by a Club or Club Affiliate for a player or Player Associate is not *bona fide* employment in that:

13.7.1.1. the services were not performed by the player; or

13.7.1.2. the rate of pay is in excess of fair market value; or

13.7.1.3. for such other reason as he in his discretion deems appropriate;

and he intends to treat all or part of payment for such other employment as a Basketball Payment, he shall notify in writing the player's Club of his intention. The Club shall bear the onus of proving on the balance of probabilities that the employment was *bona fide*, the services were performed by the player and that the rate of pay was fair market value. Such proof shall be provided by the Club within 21 (twenty one) days of receipt of notice from the General Manager.

13.7.2. In deciding whether other employment of a player is genuine employment or is designed to hide a Basketball Payment, the General Manager shall be entitled to look to the amount paid to the player for his services to the Club as a member of its basketball team and whether that amount is, in his opinion, fair reward for those services and conversely, whether the amount

paid for other services is fair reward taking into account market values for such services. In addition, the General Manager or his nominee shall be entitled to contact and seek to interview the player's employer(s) but shall not do so prior to requesting all relevant details and substantiation of the other employment from the player and the Club and notifying the player of his intention to do so.

13.7.3. Where payment is made to a player or Player Associate prior to the end of a calendar year for other employment in respect of which some or all of the services constituting the other employment have not been carried out prior to the end of the calendar year, the General Manager shall include such proportion of that payment as a Basketball Payment which represents payment for the services not carried out prior to the end of the calendar year.

13.8. **Player Investigator**

13.8.1. BNL may at its Annual General Meeting appoint 1 (one) or more Player Investigators ("the Investigator") and invest him or them with such powers in addition to the powers set forth in these BNL Rules as it deems appropriate.

13.8.2. The Investigator shall be independent of BNL and all of the Clubs and players. In the event that the Investigator is unable to carry out his duties, the General Manager shall appoint an alternate Investigator.

13.8.3. BNL shall allocate such funds as are required from time to time to remunerate the Investigator.

13.8.4. The principal functions of the Investigator shall be to carry out investigations, examinations and audits of Players concerns submitted to the PC and the accounts of the Clubs at the

direction of the General Manager and to report to him as to whether breaches of the Players Payments Limit Rules have occurred. In addition, the Investigator may perform such other functions of an investigative nature as he is directed to do by the General Manager.

13.8.5. Each Club, Club Affiliate, player and Player Associate and every director, officer and employee thereof shall upon request by the Investigator:

13.8.5.1. co-operate with the Investigator in the course of any investigation under Rule 13.8.4;

13.8.5.2. answer truthfully any question asked of him by the Investigator in the course of an investigation under Rule 13.8.4;

13.8.5.3. provide to the Investigator any contract, receipt, invoice, account, cheque, book of account or other document in his or its possession or under its control which is in the opinion of the Investigator relevant to the investigation;

13.8.5.4. where in these BNL Rules there is a requirement imposed on a Club to disclose documents or information which is in the possession of a Club Affiliate and not in the possession of the Club and the Club Affiliate refuses to disclose such document or information, the Management Committee where it is satisfied that the Club has made *bona fide* efforts to obtain the document or information from the Club Affiliate, shall excuse the Club from any penalty arising therefrom.

13.8.5.5. Where the Investigator is of the opinion that there is a strong suspicion that there has been a breach of these BNL Rules, he shall with the prior written approval of the General Manager request that a player provide to him a true copy of the income tax returns and assessments which are relevant to the investigation and those documents shall be provided by the player.

13.8.5.6. **Penalty for Failure to Comply**

Suspension for a period not exceeding 4 (four) matches in a BNL Competition or a fine not exceeding an amount determined by BNL at the discretion of the General Manager.

13.9. **Player Payments List**

13.9.1. The General Manager shall prepare a form ("the Player Payment List") which has provision for the following player payments data and forward it to each Club no later than the 1st of December each year for the following year:

13.9.1.1. list of contracted players;

13.9.1.2. estimate of Basketball Payments to be paid to each player;

13.9.1.3. the individual development schedule for the Club specifying the categories in which the players are to be appointed;

13.9.1.4. estimates of payments to be made by the Club or Club Affiliates to players or Player Associates which are for other employment. A detailed summary of these payments are to be made by the Club.

13.9.2. Each Club shall submit:

13.9.2.1. its Player Payments List; and

13.9.2.2. true copies of all contracts referred to in the Player Payments List;

to BNL on or before a date determined by BNL each year. The penalty for failure to comply shall be a fine in the amount determined by BNL for each day on which the Player Payments List is not supplied.

13.9.3. When a Club enters into a new contract, amends or cancels an existing contract or otherwise performs an act which has the effect of altering the accuracy of any entry on the Player Payments List, the Club shall notify BNL of such fact and lodge any new contract within 7 (seven) days of that fact occurring or the contract being signed.

Penalty for Failure to comply: A fine determined by BNL for each day on which advice is overdue or contract not lodged.

13.9.4. The intention of Rule 13.9.2 and Rule 13.9.3 is that, at any time after the 1st of March in any year, BNL shall be in a position to assess the maximum amount of Basketball Payments and other employment which it is proposed that a Club will pay for that year.

13.9.5. The General Manager shall direct the Investigator to carry out a detailed audit of the accounts of no fewer than 3 (three) Clubs in each year and to report to him as to the accuracy of the Player Payments List. All Clubs shall be audited at least once every 4 (four) years.

13.9.6. The General Manager shall have the additional power to direct the Investigator to carry out a detailed investigation of any contract, arrangement or dealing between a Club or Club Affiliate

and a player or Player Associate and to report to him as to his findings.

- 13.9.7. When each contract or amendment or cancellation thereof which is referred to in the Player Payments List is lodged it shall contain an endorsement signed by the principal executive officer of the Club and a statutory declaration made by the player to whom the contract relates containing these words:

“It is hereby acknowledged that this contract contains the whole of the terms relating to payment of _____ by Club _____ for the 20__ season.”

- 13.9.8. No later than the 31st January each year, the principal executive officer of each Club shall swear and submit to BNL a statutory Declaration setting out full details of the Basketball Payments and payments for other employment known to him to be made by the Club or Club Affiliate to players or Player Associate made in the preceding year. Penalty for failure to comply: a fine as determined by BNL for each day on which the Statutory Declaration is overdue.

13.10. Penalties for Breach

- 13.10.1. Where after due investigation and enquiry the General Manager believes that a Club or Club Affiliate, a coach, a player or Player Associate has committed any breach of these BNL Rules or has been knowingly concerned in any breach, he shall make a charge to the Tribunal Officer setting out full details of the allegations.

13.10.2. Penalty for Exceeding Player Payments Limit

If a Club contravenes or fails to comply with the provisions of Rule 13.3.2 of these BNL Rules, it shall within 28 (twenty eight) days of receipt of demand from the General Manager, pay to BNL

the following liquidated sums: if the aggregate of the Basketball Payments paid, given or applied in that year exceeds the Player Payment Limit:

13.10.2.1. by 2.5% (two and a half percent) or less, no payment is imposed;

13.10.2.2. by more than 2.5% (two and a half percent) but less than 10% (ten percent), the entire amount of the excess;

13.10.2.3. by 10% (ten percent) or more, twice the entire amount of the excess.

13.10.3. Where a penalty has been assessed against a Club for exceeding the Player Payments Limit pursuant to Rule 13.10.2 of these BNL Rules and the Tribunal Officer finds that the facts which have caused or contributed to the Club exceeding the Player Payments Limit also constitute a breach of Rule 13.10.1 of these BNL Rules, the Tribunal Officer shall take into account the penalty imposed pursuant to Rule 13.10.2 of these BNL Rules when imposing a penalty on a Club pursuant to Rule 13.10.1.

13.10.4. Where a Club is found to have exceeded the Player Payments Limit in addition to any penalty or fine imposed by these BNL Rules, the Tribunal Officer shall reduce the Player Payments Limit for that Club by 50% (fifty percent) of the amount by which the Player Payment Limit was exceeded in the year following the year in which it was established that the Club had exceeded the Player Payments Limit.

13.10.5. **Innocent Mistake**

Where the Tribunal Officer in consultation with the General Manager deems that a Club is in breach of Rule 13.3.2 of these

BNL Rules or partly as a result of an innocent mistake made by an officer of the Club, he shall be empowered at his discretion to expunge such part of the Basketball Payments as reflect the error from the Clubs total Basketball Payments.

13.10.6. Refusal of Registration

Where the General Manager is of the opinion that a Club's Basketball Payments as disclosed in its Player Payments List exceed the Player Payments Limit, he shall at his discretion:

13.10.6.1. refuse to register a player seeking to transfer to that Club until that Club has amended its Player Payments List to such extent that registration of such player would not cause it to exceed the Player Payments Limit; and

13.10.6.2. deregister a player or players previously registered on the basis that the last player previously registered be deregistered until such time as the payments disclosed on the Player Payments List do not exceed the Player Payments Limit.

13.10.7. Time for Payment

13.10.7.1. Where a fine is imposed pursuant to these BNL Rules, and there is no time specified in these BNL Rules for payment of the fine, a reasonable period of time shall be specified. In the case of a fine imposed on a Club, any amount unpaid shall bear interest at the penalty interest rate from the due date and BNL shall be empowered to deduct the amount of the fine from monies due from BNL to the Club.

13.10.7.2. In the case of a fine imposed on an individual, the General Manager shall have the power to ban or suspend the person for such time that a fine remains unpaid after the due date.

13.10.8. Fines paid pursuant to this Rule shall be distributed by BNL equally to the Clubs excluding the Club which paid the fine. The amount of fines so distributed shall be retained in BNL as interest free loans from each of the Clubs involved.

13.11. **Confidentiality and Disclosure**

13.11.1. Save as specified in this Rule 13.11, all information concerning the Player Payments Limit shall be and shall remain confidential. All correspondence from Clubs shall be marked:

“Confidential - Attention General Manager - Player Payments Limit”.

13.11.2. The following matters shall not be confidential and the General Manager is authorised to make them public by way of Press Release or otherwise after completion of the Appeal process provided for in Rule 13.12:

13.11.2.1. The identity of the Clubs which have exceeded the Player Payments Limit and the amount of the excess and penalties imposed.

13.11.2.2. The identity of any persons who have been fined and the amount of any fines pursuant to these BNL Rules.

13.11.2.3. Subject to BNL’s direction, the identity of any person suspended, banned or deregistered pursuant to these BNL Rules.

13.11.3. The General Manager shall prepare each year and distribute to all Clubs at the same time that the Player Payments Limit is announced, an analysis of all contractual obligations to players for the current year. The analysis shall take the form of categorising Basketball Payments in amounts determined by BNL. In addition, an analysis shall be made of payments made by Clubs or Club Affiliates for other employment. The identity of the Clubs and players shall not be disclosed.

13.11.4. BNL's officers members shall sign confidentiality agreements pertaining to matters relating to these BNL Rules, if deemed necessary.

13.12. **Appeals**

13.12.1. There shall be a right of appeal to the Tribunal Officer against any assessment, ruling, fine or penalty imposed by the General Manager under these BNL Rules.

13.12.2. Notice of intention to appeal shall be served on the General Manager within 28 (twenty eight) days of notification of the assessment, ruling, fine or penalty. The notice of intention to appeal shall contain full details of the matters which form the basis of the appeal.

13.12.3. The General Manager shall arrange for the Tribunal Officer to hear appeals at a central venue and shall notify all interested parties of the date, time and place of the hearing which shall be heard within 21 (twenty one) days of receipt of notice of intention to appeal.

13.12.4. The General Manager shall be entitled to make a submission to the Tribunal Officer as to the manner in which assessments, rulings, fines or penalties were calculated or the basis for them.

- 13.12.5. The Tribunal Officer may confirm, reverse, modify, increase or decrease any act, decision, assessment, ruling, fine or penalty and may remedy any omission the subject of any appeal brought before it and make such orders and give such directions in the matter as it thinks fit. The decision of the Tribunal Officer in respect of any issue brought before it on appeal shall be final and binding on all parties.
- 13.12.6. In any such appeal/proceedings before the Tribunal Officer, the party appealing shall bear the onus of proving that assessments, rulings, penalties or fines should not have been imposed or were erroneous.
- 13.12.7. The Tribunal Officer shall in its absolute discretion have the power to direct that BNL pay the reasonable accommodation expenses, economy class airfares of and incidental to an appeal in the event that an appeal is successful.

13.13. **Players' Representative**

- 13.13.1. The Players shall be represented through the captain's forum which shall consist of the captain of each Club.
- 13.13.2. The captain's forum shall elect a Player's representative who shall table all concerns, complaints or any other issues the Players wish to raise before the PC.
- 13.13.3. The PC shall consider all such concerns, complaints and/or issues raised by the Player's Representative and, if necessary, make a finding or refer same to the Tribunal Officer or to BNL for consideration and/or decision.

14. BNL ALL-STAR GAMES

14.1. BNL shall promote and hold All-Star games annually, before, during or at the end of the BNL Season. These dates, breakdown of teams and the venues shall be decided annually by BNL.

15. BNL LEAGUE FINALS

15.1. Ownership

15.1.1.1. The BNL League Finals shall be the property of BNL.

15.2. Dates and Venues

15.2.1. BNL shall determine the date and format for the BNL League Finals.

15.2.2. The availability of all venues is to be finalised by a date determined by BNL each year.

15.3. Eligibility

No restricted player may play in the Finals without having played in at least 80% (eighty percent) of the regular BNL Season league games in that BNL Season.

15.4. Ticketing

15.4.1. BNL shall have the right to set ticket prices.

15.4.2. BNL, during the Finals, shall set aside a number of tickets for supporters of the Clubs through the administrative office of BNL. The number of tickets shall be determined by BNL based on a percentage of the venue seating capacity. BNL shall also fix the notification deadline for purchase of visitor tickets.

15.4.3. BNL will reserve 30 (thirty) good seats for each game at no charge for BNL to be used for BNL on behalf of Directors, officers and sponsors.

15.4.4. BNL will be given first option to purchase at cost price up to 2 (two) boxes (if available) for each game of the Finals or the equivalent number of seats that would exist in 2 (two) boxes.

15.5. Signage and Sponsorship

15.5.1. BNL reserves the right to sell sponsorship of the Finals and offer such signage and other benefits as determined by BNL.

15.5.2. All BNL sponsors acknowledged during the regular BNL Season will continue under the same conditions during the Finals.

15.6. Finance

15.6.1. BNL shall pay all airfares involved in the Finals for a travelling party of 15 (fifteen) people per Club.

15.6.2. BNL shall be responsible for all accommodation and ground travel costs.

15.6.3. Prize money for the finalists will be determined by BNL.

15.7. Awards Ceremony

The awards ceremony at the conclusion of the Grand Final will be planned and conducted by BNL.

16. MERCHANDISING

16.1. Royalties

BNL has a policy of National merchandising involving all Clubs and BNL itself. Division of Royalties received by BNL shall be divided on a basis determined by BNL in its sole and absolute discretion.

16.2. Team Names and Logos

16.2.1. Club names, logos and other intellectual property shall be and shall remain the property of BNL unless the contrary is determined by BNL in writing.

16.2.2. Clubs may not enter into any merchandising agreement without the prior consent of BNL.

16.3. Change of Club Name Logo or Colours

16.3.1. Any change proposed to a Club name, logo or colours must be notified to BNL office at least 12 (twelve) months prior to the commencement of the BNL Season in which it is proposed that the change will take place.

16.3.2. For this purpose, the 31st March is to be taken as the BNL Season commencement.

16.4. Club Responsibilities

Clubs are:

16.4.1. Not to enter into merchandising agreements from 1 March 2015.

16.4.2. Not allowed to identify manufacturers for their own Clubs product and, through BNL, license them to produce said product.

16.4.3. To report all instances of unlicensed product seen in their region to BNL.

16.4.4. Follow the approval system set down in Rule 16.5 of these BNL Rules.

16.5. Product Approval

16.5.1. BNL shall not grant a licensee permission to produce a Club product without first receiving approval from the Club as described in Rule 16.5.2 of these BNL Rules.

16.5.2. The Clubs shall receive by telefax or email a copy of all artwork of the Club product for concept approval. The Clubs shall have 1 (one) working day to reject the artwork or seek further clarification. If no comments are received or extensions sought, then the product shall be deemed approved.

16.5.3. BNL and its agent (if appropriate) shall approve all concept designs and product samples. Approval forms shall be kept on file at all times.

16.5.4. Clubs shall be advised of all Club products which have been sold at wholesale and be given a sample (where practicable) of all merchandise that bears their logo and/or name and is for sale in the retail market.

17. BNL AWARDS

17.1. All-Star Team and Major Awards

17.1.1. At the end of each BNL Season BNL shall name the following awards:

17.1.1.1. BNL All-Star team;

17.1.1.2. BNL Rookie of the year;

17.1.1.3. BNL coach of the year.

These awards shall be selected by vote of each Club coach and player captain (or player representative). Voters shall not be entitled to vote for members of their own Club.

- 17.2. Referees-of-the-year shall be named at the conclusion of the BNL Season, being 2 (two) referees selected by the BNL Technical Director and the supervisors.
- 17.3. BNL shall recognise annually the statistical category winners.
- 17.4. BNL shall announce annually Media Awards for press, radio and television. An independent panel of 3 (three) (from 3 (three) different regions) will be convened by the General Manager to judge the awards.
- 17.5. BNL shall annually name a Most Valuable Player (“MVP”) by an aggregate voting system of the coaches recorded after every game in all BNL Competitions.

18. OTHER COMPETITIONS

- 18.1. BNL may promote and hold competitions other than the league directed by BNL from time to time.
- 18.2. The competitions may be for youth teams, individuals, pairs or players, trio of players. Clubs, development teams, or All-Star teams.

19. EXPANSION TEAM

- 19.1. From the date that the BNL agrees to accept a Club's application to join BNL (whether conditional or not), the successful applicant shall be bound to the BNL Rules.

20. IN-BOUND AND OUT-BOUND TOURS

- 20.1. BNL shall act as a co-ordinator of in-bound tours playing Clubs, not as a promoter except where such tours feature games involving the BNL All-Star or development selection teams.

- 20.2. Clubs wishing to play against an in-bound tour team or to promote such a game will first obtain the consent of the BNL.
- 20.3. Clubs wishing to play outside South Africa or to promote such a game, will first obtain the consent of the BNL Mangement.
- 20.4. Permission from Basketball SA must be first had and obtained in order to negotiate any inbound and/or outbound tours.

21. BNL TECHNICAL DIRECTOR

- 21.1. BNL shall appoint a BNL Technical Director.
- 21.2. The duties of the BNL Technical Director shall be:
 - 21.2.1. to select BNL referee supervisors/observers;
 - 21.2.2. in consultation with the BNL referee supervisors, to select the BNL referee panel and determine their pay rankings which may alter from time to time on the basis of performance. The BNL Technical Director shall schedule game appointments (budgeting with the BNL financial controller for inter-regional travel);
 - 21.2.3. to co-ordinate referee performance feedback systems;
 - 21.2.4. to liaise with BNL coaches on a regular basis regarding referee performances;
 - 21.2.5. to investigate and report on complaints/reports as directed by the General Manager;
 - 21.2.6. to make recommendations to the General Manager on facility improvements necessary for the smooth operation of games;
 - 21.2.7. to issue instructions as to the requirements for game videos and to view videos personally in order to respond to BNL coaches complaints;

- 21.2.8. to issue regular memo/feedback to referees and supervisors on performance, trends and upgrading standards;
- 21.2.9. to attend meetings and games as required;
- 21.2.10. to liaise with Basketball SA's Technical Director and FIBA's Technical Committee.

22. CODE OF CONDUCT

- 22.1. The BNL league competition, as the elite mens' basketball league competition in South Africa enjoys a privileged status and high profile and with that goes the responsibility of setting the standard by which the sport is judged.
- 22.2. As such, players, coaches and Club administrators who share in the status and high profile of BNL have a responsibility to conduct themselves, both on and off the court, in a manner which will not diminish the high regard in which BNL is held by the public.
- 22.3. To this end, the following ethical standards will be adhered to by all those associated with BNL:
 - 22.3.1. violence has no part in the sport of basketball and will at all times remain unacceptable;
 - 22.3.2. the use of illicit drugs or drugs to enhance performance are prohibited;
 - 22.3.3. gambling on the outcome of games played in any BNL Competition by players, referees and coaches has dangerous implications for the sport and is prohibited;
 - 22.3.4. public comment which is prejudicial to the best interests of the sport and BNL is not condoned;

22.3.5. standards of public conduct both on and off the court should not be offensive to the general sensibility of the average South African family.

23. FINANCIAL AND OPERATIONAL INFORMATION

23.1. All Clubs are to supply to BNL office by 31 March of each year, financial and operational information for the year immediately preceding, in a formal and scope as approved from time to time by the BNL.

23.2. All Clubs are to supply to BNL office by 28 February each year, budgeted operating statement and monthly cash flow analysis for the then current calendar year.

24. DELEGATION OF AUTHORITY

24.1. BNL shall be entitled to delegate any powers, authority or obligation it may have in accordance with these BNL Rules to any individual, committee or entity it may, in its sole and absolute discretion, determine.

25. DEFINITIONS

25.1. In these Rules, the following expressions shall, unless otherwise stated or inconsistent with the context in which they appear bear the following meanings:

25.1.1. "Basketball SA" means Basketball South Africa, the governing body for basketball in South Africa and its successors in title;

25.1.2. "BNL Competitions" means any and all basketball competitions as determined by BNL;

25.1.3. "BNL" means Basketball National League (Pty) Limited, a company duly registered and incorporated under the company laws of the Republic of South Africa with registration no. 2011/005366/07;

- 25.1.4. “BNL Rules” and/or “Rule” means these BNL Rules and Regulations as amended from time to time;
 - 25.1.5. “BNL Season” means the period determined in each year by BNL Management as the time during which the BNL Competitions will be conducted in that year;
 - 25.1.6. “Business Day” means any day other than a Saturday, Sunday or a day on which banking institutions in the Republic of South Africa are customarily closed;
 - 25.1.7. “Club” means any entity that, from time to time, is entitled to participate in the BNL Season;
 - 25.1.8. “FIBA” means Federation Internationale de Basketball Amateur;
 - 25.1.9. “Franchise” means written authority granted to a Club to participate in the BNL Competitions or any of them;
 - 25.1.10. “General Manager” means the General Manager of BNL;
 - 25.1.11. “Province” means the geographical boundaries as described in the Constitution of the Republic of South Africa;
 - 25.1.12. “Player Payment Limit” means the maximum amount payable to players by any Club as determined by the Management Committee;
 - 25.1.13. “Rules” means these BNL Rules and Regulations.
- 25.2. The headings to the clauses of these Rules are for reference only and shall not affect the interpretation of the Rules.
- 25.3. In these Rules unless the context clearly indicates the contrary, any reference to:

- 25.3.1. the singular shall also include a reference to the plural and vice versa;
 - 25.3.2. any one gender shall include a reference to the other gender;
 - 25.3.3. a natural person shall include a reference to a legal person and vice versa.
- 25.4. Any schedules to these Rules shall form part of these Rules as set out in the body of these Rules and any reference to these Rules shall include the schedules hereto.
- 25.5. Notwithstanding the fact that they appear in a definition clause, any and all substantive provisions contained in the definition clause, shall be deemed to be incorporated in and form part of these Rules.