



## **WORLD POOL ASSOCIATION**

### WPA's ATHLETES' LICENSES

#### Introduction

1. The WPA Constitution draws a distinction between Athletes and Players.

Athlete means any Player who has at any time been classified by the Board in the Ranking Lists produced by the WPA as an Athlete.

Player means any person who plays one of the Disciplines of Pool who has not achieved the status of Athlete.

2. As part of its Olympic bid the WPA needs to provide detailed statistics of players who participate at all levels of our Sport. As a consequence, the concept of a Players' License has been introduced. Registration is free.
3. If a Player participates in a WPA Sanctioned Event (WPA Event) and receives ranking points, they will automatically be considered an Athlete and be required to upgrade their license to Athlete status. In this license a WPA Event also includes an event which has been ratified under the WPA Sanctioning Regulations. The WPA Sports Director may also require a person who seeks a license or who is licensed as a Player to be licensed as an Athlete.

#### Acknowledgement

4. The Athlete confirms and acknowledges that they have read, understand and are bound by the terms of this license.

## Athlete's License

5. This license is issued by the World Pool Association (the WPA) to the athlete whose name appears in the Ranking Lists produced by the WPA as an Athlete and is valid until it is cancelled by the WPA. Any license may be issued on such terms and conditions as determined from time to time by the Board in its absolute discretion.
6. This license allows the Athlete to play in a WPA Event being one which has been sanctioned or ratified by the WPA in accordance with the WPA Sanctioning Regulations as published by the WPA from time to time (see [wpapool.com](http://wpapool.com)).
7. The license extends to all pool disciplines declared by the WPA from time to time to a pool discipline administered by the WPA (Pool or Pool Discipline as the context may require).
8. An Athlete must have a license to play in a WPA Event.
9. The actions of the WPA in dealing with this license may be performed by the WPA's Board or by the Board's duly authorised delegate.
10. The actions of the WPA Sports Director may be performed by that Director's duly authorised delegate.
11. The actions of a Tournament Organizer of a WPA Event may be performed by that Tournament Organizer's duly authorised delegate.
12. The WPA may suspend an Athlete's license at any time for any reason it considers appropriate and for such period as it considers appropriate.
13. If an Athlete seeks to challenge the suspension, the Athlete may do so in accordance with the Appeal procedures set out in the Rules & Regulations of Pool. Unless otherwise notified by the WPA, the suspension will continue whilst the appeal is proceeding.
14. The WPA may reinstate a suspended license at any time on such conditions, including the payment of a fee, as it considers is appropriate.
15. The WPA may cancel an Athlete's License at any time for any reason it considers appropriate.

16. If an Athlete seeks to challenge the cancellation, the Athlete may do so in accordance with the Appeal procedures set out in the Rules & Regulations of Pool. Unless otherwise notified by the WPA, the cancellation will continue whilst the appeal is proceeding.
17. If an Athlete's License has been cancelled the Athlete may re-apply to the WPA to be licensed. In these circumstances, on any application to be licensed, the granting of a license shall be in the sole discretion of the WPA and may be granted on such conditions, including the payment of a fee, as it considers is appropriate.
18. It is a requirement of obtaining and maintaining an Athlete's licence that the Athlete becomes or maintains membership of a National Federation (NF) which is a member of one of the WPA's members namely a Continental Federation (CF).
19. If an Athlete cannot be a member of a NF which is a member of one of the WPA's CFs because there is no NF, or because the NF does not allow Athlete membership, then the Athlete:-
  - 19.1. may apply for membership as an Athlete with the relevant geographical CF; or
  - 19.2. if the CF does not allow Athlete membership, the Athlete may apply for membership as an Athlete with the WPA.
20. In the event of membership of a CF under regulation 19.1, if membership subsequently becomes available with a NF the Athlete must obtain that membership and resign from direct Athlete membership with the CF.
21. In the event of membership of the WPA under regulation 19.2, if membership subsequently becomes available with an NF or a CF the Athlete must obtain that membership and resign from direct Athlete membership with the WPA.
22. The WPA Board may, upon written application from an Athlete, grant an exemption from paragraph 18 by reason of national or international political issues or for any other reason as determined by the Board in its absolute discretion.

23. If an Athlete's membership of a NF, CF or the WPA is suspended or cancelled by the NF, CF or the WPA, then the Athlete's WPA license is automatically suspended or cancelled.
24. This license does not replace nor offer the benefits, rewards or entitlements that the Athlete may receive as a member of their NF or CF.
25. This license does alter or replace the Athlete's NF's or CF's allocation and selection processes for Athletes wishing to participate in WPA Events.

#### Obligations

26. The Athlete accepts that under the conditions of this license, they will not, without the express prior written permission of the WPA, participate in any Pool event that is not sanctioned by the WPA being an event where the conditions of that event otherwise meet the WPA Sanctioning Regulations (Unsanctioned Event). See [wpapool.com](http://wpapool.com).
27. It is the Athlete's responsibility to determine if a Pool event is an Unsanctioned Event.
28. An application by an Athlete to be granted written permission of the WPA to play in an Unsanctioned Event must be submitted in writing to the WPA via email at [admin@wpapool.com](mailto:admin@wpapool.com) at least 28 days before the scheduled commencement of the Unsanctioned Event.
29. The WPA may, in its absolute discretion, decide whether to grant permission. The WPA is not obliged to give any reasons for its decision.
30. The Athlete acknowledges that this license may be suspended or cancelled by the WPA if the Athlete plays in an Unsanctioned Event without the express prior written permission of the WPA.
31. The Athlete acknowledges that, if after 1 March 2024 they play in an Unsanctioned Event without the WPA's permission their license will be suspended for six months after the conclusion of the Unsanctioned Event and they may be required to pay a fee to reinstate their license, as determined by the Board from time to time.

32. If a person has played in an Unsanctioned Event without an Athletes license, they will not be able to obtain a Players license or an Athletes license during the six months following the conclusion of the Unsanctioned Event and they may be required to pay a fee, as determined by the Board from time to time.
33. The Athlete acknowledges that if they participate in any Unsanctioned Event purporting to be a World Championship or with connotations of it being a World Championship, including the use of the word "Global", that is not sanctioned by the WPA (Unsanctioned World Championship), that the period of suspension of the license will be a period of twelvemonths from the last day of the Unsanctioned World Championship rather than the six months in clause 31.

#### Athlete Meetings

34. The Athlete agrees that as a participant of a WPA Event they will attend all scheduled tournament Athlete Meetings. The Athlete understands that attendance at these meetings is mandatory and that any failure to attend may result in exclusion from the WPA Event.
35. The Athlete acknowledges that the organizer of the WPA Event (the Tournament Organizer) has the right to determine, in the Tournament Organizer's absolute discretion, whether an absence from a scheduled tournament Athlete Meeting will be excused based upon circumstances beyond the Athlete's control, e.g. airline rescheduling, medical emergency, etc.
36. The Athlete acknowledges that the Tournament Organizer may ask the WPA to impose a penalty, in lieu of exclusion from the WPA Event, on the Athlete for any failure to attend a scheduled tournament Athlete Meeting. The Athlete acknowledges that the WPA will support such requests.
37. The Athlete acknowledges that they need to make all reasonable attempts to contact the Tournament Organizer prior to a scheduled tournament Athlete Meeting if they are unable to attend.

#### Publicity Appearances and consent to marketing

38. The Athlete agrees that, if requested, they will make themselves available for any press conference, interview, sponsor functions, photo or publicity opportunity prior

to, during or after the WPA Event, providing the request is not unreasonable. The Athlete acknowledges that failure to comply may result in a fine of at least USD 500.

39. The Athlete agrees that the WPA may, at any time in the future, use images and video footage of them taken during any WPA Event for marketing and publicity purposes and may grant a license for use by the Tournament Organizer and sponsors.

#### Code of Conduct

40. The Athlete agrees to abide by the WPA Code of Conduct as amended from time to time. Details of the WPA Code of Conduct are available on the WPA website, and includes topics such as behaviour, drug use, gambling and social media.
41. It is the responsibility of the Athlete to be familiar with the WPA Code of Conduct. The Athlete acknowledges that if they breach the WPA Code of Conduct or otherwise bring the sport into disrepute, they will be dealt with in accordance with the penalties and processes set forth in the Disciplinary Section of the Rules & Regulations of Pool.

#### WPA Policies and Directions

42. The Athlete agrees to abide by all Policies and Directions published by the WPA from time to time. Details of these Policies and Directions are available on the WPA website and are in the Rules & Regulations of Pool.
43. It is the responsibility of the Athlete to be familiar with the WPA's Policies and Directions. The Athlete acknowledges that if they breach the WPA's Policies or Directions, they will be dealt with in accordance with the penalties and processes set forth in the Disciplinary Section of the Rules & Regulations of Pool.

#### Dress Code and Logos

44. The Athlete agrees to adhere to any specific dress code if one is issued for a WPA Event. If a specific dress code is not given for a WPA Event, the default position is that WPA Dress Code B applies as set out in the WPA Sports Regulations. The Athlete acknowledges that if they breach this obligation, they will be dealt with in

accordance with the penalties and processes set forth in the Disciplinary Section of the WPA Sports Regulations.

45. The Athlete agrees to dress in an appropriate manner and will not dress in any fashion or wear any logo that could be deemed to be inappropriate or offensive by the WPA or the Tournament Organizer. Appropriate dress and offensive logos are, in many cases, geographically specific and Athletes should take this into account when considering this obligation. The Athlete acknowledges that if they breach this obligation, they will be dealt with in accordance with the penalties and processes set forth in the Disciplinary Section of the WPA Sports Regulations.
46. The Athlete acknowledges that all logos are to be approved by the WPA Sports Director or the Tournament Organizer in writing before the commencement of the WPA Event.
47. The Athlete acknowledges that they may be required to wear a logo nominated by the WPA Sports Director and/or the Tournament Organizer. Any refusal to wear a nominated logo could result in the Athlete's disqualification from the WPA Event.
48. The Athlete agrees not to wear a logo of any sponsor that wasn't approved at least 28 days prior to the commencement of the WPA Event without the express written approval of the Tournament Organizer. The Athlete acknowledges that if they breach this obligation, they will be dealt with in accordance with the penalties and processes set forth in the Disciplinary Section of the WPA Sports Regulations.
49. NF and CF logos are always permitted unless specifically stated otherwise.

#### Equipment

50. The Athlete acknowledges that the WPA can determine in its absolute discretion, in the best interests of the Pool Discipline and the Athletes, the conditions for the WPA Events which can include, but are not limited to, rule modifications, table specifications, playing equipment specifications, lighting, practice facilities and rosters.

## Rules

51. The Athlete agrees to abide by the rules of play published by the WPA, including any special rules that may apply to a particular WPA Event. They agree that the Tournament Organizer will have the final say in any dispute that may arise.

## Prize Money and Taxes

52. The Athlete acknowledges that the WPA will use its best judgment in awarding a WPA Event to a Tournament Organizer, and that it is the Tournament Organizer who is liable for payment of the advertised prize money and other Athlete benefits, and that neither the WPA nor its officers are liable for any shortfall that may occur.
53. If tax is withheld from any prize money and if the Athlete fails to obtain an appropriate tax certificate from the Tournament Organizer, they make seek the assistance of the WPA. Any request for assistance must be submitted in writing to the WPA via email at [admin@wpapool.com](mailto:admin@wpapool.com) in the period up to 28 days after the conclusion of the WPA Event. The Athlete acknowledges that the WPA will use its best endeavours to ensure that they receive a proper tax certificate.

## Insurance Declaration

54. The Athlete acknowledges that they are responsible for their own insurance coverage for attending any WPA Event to compete, including the time for travel to and from the event. They agree not to hold the WPA nor the Tournament Organizer liable for any insurance incident through any accident, medical expense or travel expense that they may incur.

## 55. Anti-Doping Declarations

The Athlete makes the following declarations at the time of the grant of this license and as a condition of being granted and holding this license:-

1. I have had an opportunity to review the World Confederation of Billiard Sports (WCBS) Anti-Doping Rules. These can be downloaded from the WCBS website <https://wcbs.sport/about/#anti-doping>. Further Anti-Doping regulations, information and the List of Prohibited Substances can be viewed on the WADA website [www.wada-ama.org](http://www.wada-ama.org)



2. I consent and agree to comply with and be bound by all of the provisions of the WCBS Anti-Doping Rules, including, but not limited to, all amendments to the Anti-Doping Rules and all International Standards incorporated in the Anti-Doping Rules.
3. I consent and agree to the creation of my profile in WADA Doping control Clearing House (ADAMS) and/or any other authorized National Anti-Doping Organizations (NADOS) similar system under WCBS's agreement for the sharing of information, and to the entry on my doping control and Therapeutic Use Exemption related data in such systems.
4. I acknowledge and agree that the WCBS and its member Associations have jurisdiction to impose penalties as provided in the WCBS Anti-Doping Rules.
5. I also acknowledge and agree that any dispute arising out of a decision made pursuant to the WCBS Anti-Doping Rules, after exhaustion of the process expressly provided for in Article 13 of the WCBS Anti-Doping Rules, is to an appellate body for final and binding arbitration, which in the case of International-Level Athletes is the Court of Arbitration for Sport.
6. I acknowledge and agree that the decisions of any arbitral appellate body shall be final and enforceable, and that I will not bring any claim, arbitration, lawsuit or litigation in any other court or tribunal in respect of the subject matter of the arbitration.
7. I acknowledge that all financial costs associated with the disciplinary and arbitration process will be on my own account and I may be required to lodge a security deposit prior to any proceedings.
8. I am aware that I may be requested to undergo a drug test at any WPA Event and that I agree to fully comply with such requests.

#### 56. Prevention of the manipulation of the competition Declarations

The Athlete makes the following declarations at the time of the grant of this license and as a condition of being granted and holding this license:-

1. I have had an opportunity to review the IOC Code on the Prevention of the Manipulation of Competitions. These can be downloaded from the IOC website [IOC Code on the Prevention of the Manipulation of Competitions](#)
2. I consent and agree to comply with and be bound by all of the provisions of the IOC Code on the Prevention of the Manipulation of Competitions, including, but not limited to, all amendments and all International Standards incorporated in the Code.
3. I acknowledge and agree that the IOC and its member Associations have jurisdiction to impose sanctions as provided in the IOC Code on the Prevention of the Manipulation of Competitions.
4. I also acknowledge and agree that any dispute arising out of a decision made pursuant to the IOC Code on the Prevention of the Manipulation of Competitions is to be determined by the Court of Arbitration for Sport.
5. I acknowledge and agree that the decisions of any arbitral appellate body shall be final and enforceable, and that I will not bring any claim, arbitration, lawsuit or litigation in any other court or tribunal in respect of the subject matter of the arbitration.
6. I am aware that I may not, by any manner whatsoever, infringe the principle of fair play, show unsporting conduct or attempt to influence the course or result of a competition, or any part thereof, in a manner contrary to the sporting ethics and common practice with a Pool Discipline.

## Disputes

57. Any dispute arising from or in connection with this license shall be referred to and finally resolved by the Arbitration Foundation of Southern Africa in accordance with its International Arbitration Rules.