

1.0 APPLICATION

- 1.1 These competition rules will apply to all Ontario athletes irrespective of category and grade and will cover International Standard and Latin-American style dancing, North American Style Smooth and Rhythm DanceSport competitions. Athletes from other jurisdictions are expected to also abide by these rules when competing in Ontario.

2.0 DEFINITION OF AN AMATEUR ATHLETE

- 2.1 Amateur status will be deemed lost if a DanceSport athlete:
- a) Sells or converts into money a prize won for dancing.
 - b) Receives expenses from ODS, ODS or other Association for dancing in a competition over and above that for travel, accommodation and a meal allowance as duly authorized by the Executive.
 - c) Participates in a dancing competition for which a cash or money voucher prize is offered, unless the Executive grants permission and a trust fund set up for this purpose by ODS.
 - d) Accepts remuneration in cash or kind for the use of their name or performance as a dancer in an advertisement.
 - e) Declares himself/herself to be a professional dancer by advertisement or otherwise.
 - f) Takes an entrance examination to any of the professional ballroom dancing bodies or Associations.
 - g) Acts or assists as a teacher of ballroom dancing except as provided for under ODS rule 8.3. (See Appendix 1 for details)
 - h) Acts as an organizer, or promoter, directly or indirectly, of any-DanceSport event that is non charity in nature
 - i) Participates in a competition or team match, which is limited to professionals only.
- 2.2 An athlete can present a demonstration of DanceSport at an event but prior permission of the Executive is required. All monies paid to the couple must be placed in their trust account held by the treasurer. An administrative fee as set from time to time by the ODS Executive will be charged against the trust account.
- 2.3 An athlete can accept a prize in the form of a travel voucher towards the cost of travelling to a DanceSport event.
- 2.4 Athletes may dance in mixed professional-amateur (Pro-Am) competitions provided the amateur athlete accepts no prize money.

3.0 LICENSING OF COMPETITORS

- 3.1.1. Residents of Ontario must be members of ODS to compete in sanctioned DanceSport competitions in Ontario.
- 3.1.2 Definition of a couple: A couple consists of a male and a female partner.

- 3.1.3 To compete outside Ontario, ODS members must pay an additional fee to ODS in order to be placed on the National Registry of Athlete Dancers (CRAD) maintained by ODS. This fee is an integral part of the annual ODS fee.
- 3.2 Athletes from outside Ontario within Ontario must be members of their Regional Association and listed on the National Register (CRAD) in order to compete in Ontario.
- 3.3 Competitors from outside Ontario must be members of the appropriate amateur body having jurisdiction where they reside, in order to compete in Ontario.
- 3.4 In order for athletes to compete, they must be a member of ODS or other recognized amateur association for at least 2 weeks prior to the event. Application for ODS membership will be in writing on the appropriate form supplied by ODS, and must be completed in full and signed by the applicant.
- 3.5 All competitors must show their current membership card when obtaining their competitor numbers at a competition.
- 3.6 Couples made up of dancers residing in different Provinces must make specific arrangements:
- a) Each athlete obtains membership in the Province where they reside.
 - b) Each dancer then informs both Provincial Associations concerned about the mixed membership within the partnership and in which Province the partnership intends to compete for championship purposes.
 - c) This partnership will then only be permitted to compete in Closed Provincial championship events in the Province selected and can only become champions in that Province.
- 3.6.1 **International Partnerships** (from the ODS Rule Book Rule 7(4))
- In Canadian Closed Championships or Regional Association Closed Championships, one member of a partnership must be a Canadian Citizen. The second member if not a Canadian citizen:
- a) must satisfy the Board that under Canadian law s/he is permitted to travel out of and into Ontario.
 - b) must satisfy the Board that s/he has elected in writing his or her intention to compete in DanceSport for Ontario only during the calendar year prior to the said Championship.
- And
- c) He/she has not represented another country in a DanceSport competition during the 8 months prior to the said Championships except when the competitor has received consent in writing to the change in representation from each of the two relevant WDSF Members, and then the competitor may immediately represent Ontario.
 - d) A competitor having represented one country in any WDSF Championship or any WDSF Cup is not permitted to represent another country in any WDSF Championship or WDSF Cup competition until a period of 12 months has elapsed since the last representation. Therefore would not be eligible to compete in the Canadian Closed Championships or its qualifiers until the one year has elapsed.

PROVIDED FURTHER THAT the Board may in its absolute discretion require such proof either before or after such Championships as it deems fit and necessary when considering whether such second member has complied to its satisfaction with any part of this sub rule 7(4) This rule will also apply to the Ontario Closed Championship.

3.7 At the Championship level, athletes cannot compete with more than one partner in the same discipline (Standard, Latin, Rhythm, & Smooth) at an event. An event covers multi day competitions. (Means that a person can have a different partner for Standard & Latin)

3.8 Athletes will not be eligible for ODS financial funding if:

- athletes have gone against the Rules of ODS and/or ODS , or
- athletes resigned from ODS membership, or
- athletes joined another Canadian DanceSport Association and does not represent ODS, or
- athletes does not compete in the current Ontario Closed and does not represent Ontario in the current CCC

These athletes may be re-admitted to ODS on the condition that they agree to abide by all ODS/ODS Rules. Financial funding for these athletes may be provided after a minimum of 1 year re-admission to ODS on the condition that they abide by all ODS/ODS Rules and compete in the current Ontario Closed and represent Ontario in the current CCC.

4.0 COMPETITION GRADES

NOTE: 1) All bylaws, which refer to beginner(s) and novice(s) grades, shall have the word "beginner(s)" deleted, and bronze and silver categories inserted and all reference to novice(s) grade shall be replaced by gold category. (This will apply if you are transferring your wins over to the medal system or if competing outside the province, where they do not use the medal categories.)

4.1 Six grades of competition are provided for amateur youth and adult dancers, which in ascending order are:

New comers	-	which consist of any 1 or 2 dance out of 5
Pre-Bronze	-	which consist of any 2 dances out of 5
Bronze	-	which consist of any 3 dances out of 5
Silver	-	which consist of any 3 dances out of 5
Gold	-	which consist of any 4 dances out of 5
Pre-Championship	-	which consist of any 4 dances out of 5
Championship	-	which consist of any 4 or 5 dances out of 5

4.1.1 Six grades of competition are also provided for Juveniles and Juniors. The syllabus will be the same as in adult categories.

Dancing up rules will apply the same as in adult categories.

Graduation will be as follows: When you graduate to Junior or Youth, you will keep the same category, but do not have to count wins earned in the same category. Example: If you are a junior gold and have two (2) junior gold wins, you would graduate to youth gold but with **no** gold wins.

4.2 The normal entry level for competitors is Newcomer. However, athletes may enter at any level.

- 4.3 The lowest level at which the rules permit a couple to compete is called their minimum level. An Ontario competitor's minimum level is determined by ODS, which has jurisdiction over this matter for its members, no matter where they may be competing. This however, does not preclude jurisdictions elsewhere from refusing to accept a competitor's minimum level under the rules it applies and requiring them to compete at a different grade.
- 4.4 A partnership must compete at the highest minimum level of either athlete.
- 4.5 Dancers taking up residence in Ontario must compete at least at the same minimum level for which they were qualified under the rules of the association that had jurisdiction in the area they previously resided in.
- 4.6 ODS reserves the right to refuse to accept the minimum level claimed by competitors from outside Ontario and requiring that they compete at a different grade at Ontario events.
- 4.7 It will not be necessary for a competitor to hold or to have passed the equivalent of any medal, test or certificate to participate in these grades.
- 4.8 If a competitor does not dance all of the dances in his/her event then he/she will be disqualified.

5.0 GRADUATION THROUGH THE GRADES

- 5.1 You will graduate to the next level after 3 wins.
- 5.2 When competitors are disqualified from competing at a given minimum level by any rule, the next higher grade becomes the competitor's new minimum level.
- 5.3 Competitors can decide to graduate from any minimum level if they wish and at any time by notifying the Membership Chairperson.
- 5.4 For the application of the above graduation rules, the following apply:
- 5.4.1. A win must be in a competition with an entry of at least 6 couples in order to count towards graduation.
- 5.4.2 Wins gained anywhere count towards an Ontario competitor's graduation providing they meet the requirements of 5.4.1 and 5.4.2. Competitors are honour bound to report to the Membership chairman within 30 days, any wins that affect their minimum level.
- 5.4.3.1 Wins in competitions restricted to the students of a particular studio, club or school will not count towards a competitor's graduation.
- 5.4.3.2 If you compete outside the province, your wins in the category you compete in, will count, no matter how many dances they had in that category. (e.g. Quebec has only 3 dances in pre-championship and will be using blocks of 2 dance silver categories. The USA has 2 dance novice events but it uses gold syllabus, therefore it is considered a gold win)
- 5.4.4 Graduation from one grade to the next will apply to members as individuals, not as couples.

5.4.5. Exceptions

- 5.4.5.1 A competitor who has danced in the first round of a competition shall, if selected to go forward, be entitled to compete in subsequent rounds held on a later date even if in the meantime, the competitor has graduated as a result of another competition

6.0 DANCING UP IN GRADE

- 6.1 Competitors may dance in a competition at only the next level up from their lowest level of competition. Example: from silver to gold, but not from Silver to Pre-Championship. This rule applies in Ontario.

When dancing outside the province, the rules of that province or country prevail. Couples are permitted to dance more than one level up from their Ontario level provided it is within the rules of that jurisdiction. Any wins will be counted towards your Ontario graduation.

- 6.2 If there is a competition at an event in a competitor's minimum level, the competitors must enter that competition before they are permitted to dance up in a higher grade. If there is no competition in the competitor's minimum level, then they may dance up at the higher grade. For the application of this rule, dancing in a competition restricted to Seniors I,II, III, and IV will be considered as dancing at the Adult grade.
- 6.3 Any partnership that wins in a higher category that had at least 6 couples in the event must graduate immediately, irrespective of the number of wins gained at the lower level. This particular win will get counted as one of the 3 wins at the new grade level.

7.0 AGE CATEGORIES

- 7.1 Competitors will compete in the following age categories:

Age restrictions (effective January 1, 2014):

Juvenile I: reach 9th birthday or less in the calendar year
Juvenile II: reach 10th or 11th birthday in the calendar year

Junior I: reach 12th or 13th birthday in the calendar year
Junior II: reach 14th or 15th birthday in the calendar year

Youth: reach 16th, 17th or 18th birthday in the calendar year

Under 21: reach 16th, 17th, 18th, 19th or 20th birthday in the calendar year

Adult: reach 19th birthday or more in the calendar year

Senior I: One partner must have reached his or her 35th birthday in the calendar year and the other partner must have reached his or her 30th birthday in the calendar year.

Senior II: One partner must have reached his or her 45th birthday in the calendar year and the other partner must have reached his or her 40th birthday in the calendar year.

Senior III: One partner must have reached his or her 55th birthday in the calendar year and the other partner must have reached his or her 50th birthday in the calendar year.

Senior IV: One partner must have reached his or her 65th birthday or more in the calendar year. The other partner must have reached her or his 60th birthday or more in the calendar year.

Putting two age-groups together, such as Juvenile I and II as well as Junior I and II in one class, is optional. Juvenile II are permitted to compete in Junior I events except at Championship level at CCC Qualifier & CCC. Junior II couples are allowed to compete in all Youth events. Youth couples are allowed to participate in adult competitions. In all age groups one partner of a couple can belong to a younger age-group, except in Senior I, Senior II, Senior III or Senior IV.

In all age sections one partner of a couple can be younger, except in Seniors.

NOTE: There will no longer be average age calculation to determine age eligibility. A couple's age restriction will depend on the oldest member of the partnership

8.0 DRESS CODE

Check the WDSF/ODS/ODS Web Sites for the latest Dress Code.

The current Dress Code is published in a separate document.

If competitors have any doubts about the suitability of their costume they should check with the Executive.

8.1 Advertising

8.1.1 In all DanceSport Competitions, a man or boy may advertise up to three (3) sponsors, and a woman or girl may advertise up to two (2) sponsors. The size of the advertisement may be no more than 40 square cm for each sponsor. Such advertising may only be displayed and located on the hip, waist, chest or sleeves. Each reproduction of any flag displayed on an athlete's costume constitutes one (1) sponsor for the purpose of this Rule.

9.0 RESTRICTIONS TO ALLOWED FIGURES IN THE GRADES

9.1 Competitors in Juvenile, Junior, Youth, Adult and Senior New comer, Pre-Bronze, Bronze, Silver and Gold events must limit their groups and amalgamations to only figures taught in the equivalent medal grades. These Syllabi for the New Comer to Gold grades will be approved by the ODS Executive. ODS will inform the membership through mailings as new versions are published

9.2 While it is recognized that some of the Syllabus figures can be danced in more than one of the dances on an inter-related basis. This inter-relation of figures will NOT be allowed in competition.

9.3 In all Latin American dances, the figures must be danced with conventional hold and technique or any modern deviation of the hold, which does not fundamentally change the basic technique of the figures danced. For Latin Competitions, IDTA styling or foot positions can be used. (See Walter Laird's Latin Technique book)

9.4 For all New Comer, Pre-Bronze, Bronze, Silver and Gold competitions, a penalty judge must be present in addition to the normally required judges.

9.5 There are no figure restrictions in the Pre-Championship and Championship grades.

10.0 TYPES OF COMPETITIONS

10.1 UNRESTRICTED COMPETITIONS

These contests may be run with the rules left to the discretion of the promoter and amateur dancers may dance in them without penalty provided the approval of the Executive Committee of ODS is obtained in advance by the promoter.

10.2 CLOSED STUDIO COMPETITIONS

Closed studio competitions are those contests, which are promoted and run by a specific studio, club or school and in which entries are limited to the members of that studio, club or school. Members are permitted to participate in these without penalty.

10.3 CLOSED COMPETITIONS AND CHAMPIONSHIPS

10.3.1. QUALIFICATION FOR THE CANADIAN CLOSED CHAMPIONSHIP

No couple may participate in any category at the Canadian Closed Championship in a calendar year unless both members of the couple competed, in the exact same category, with each other in the DanceSport Competition designated by their Regional Board as the Official Regional Qualifying Competition, with that Official Regional Qualifying Competition being held in the same calendar year as the Canadian Closed Championship. Only one Official Regional Qualifying competition can be designated by each Regional Board. All couples from that Region must compete in this one Official Regional Qualifying Competition in order to qualify to compete in the Canadian Closed Championships. Each Regional Board shall provide to the promoter of any Canadian Closed Championship a list of competing couples, who are eligible to compete under this Rule, a minimum of 3 weeks prior to the event. An Athlete can only compete in one Official Regional Qualifying Competition per year.

The Regional Board must submit the name and date of the Official Regional Qualifying Competition for the Canadian Closed Championship to the ODS Board no later than September 1st of the year prior to the next Canadian Closed Championship. The date of each Regional's Association Official Qualifying Competition for the Canadian Closed Championship must be held a minimum of 3 weeks prior to the Canadian Closed Championship. The date of each Regional's Association Official Qualifying Competition for the Canadian Closed Championship will be published on the ODS and Regional Association web sites.

Notwithstanding this requirement, the ODS Board may waive the application of this Rule in an exceptional case where a couple has not competed in the Official Regional Qualifying Competition. An application for a waiver must be filed with the ODS Board by the Regional Board prior to their Official Regional Qualifying Competition or no later than 5 days after their Official Regional Qualifying Competition. The ODS Board may add certain conditions which must be met in order to grant such a waiver. A waiver may be granted if a couple's CCC Regional Qualifier is the same weekend as a WDSF World Championship that they are competing in. In such cases the couple must compete at a subsequent ODS recognized Canadian Closed or Canadian Open Championship prior to competing in any subsequent WDSF World Championship or World Cup. No waiver will be

granted for a new partnership that was created after the Official Regional Qualifying Competition of their Regional Association.

The Statement on the Entry Form, which must be completed and signed by all Canadian Closed Competitors, shall read as follows:

[I competed or will be competing with the same partner in the Official Regional Qualifying Competition in the exact same category for which we wish to enter these Canadian Closed Championships] followed by a "Yes" and a "No" box for a response and both their signatures. {effective March 20, 2017}

The promoter shall not accept any such entry form unless the Statement above is completed.

10.3.2. **PROVINCIAL AND AREA EVENTS (Closed Competitions)**

Entries shall be restricted to competitors where both must be ODS members a minimum of one month prior to the Championship deadline if they wish to compete in it. For CCC Qualifier, provided that they meet the requirements of Rule 3.6.1 additional requirements could be applied.

10.4 **OPEN COMPETITIONS AND CHAMPIONSHIPS**

10.4.1. Any bona fide athlete may dance in an open contest provided he or she does not infringe the rules and regulations of ODS.

10.4.2. Competitors from outside Ontario will be eligible to compete in any open competition by either reciprocal or affiliated recognition or if both members of a competing couple meet the requirements and rules of ODS.

10.5 **INTERNATIONAL COMPETITIONS**

In International contests ODS will recognize ODS rules.

10.6 **QUALIFYING**

In order to qualify for the final of any competition, competitors must dance in all rounds. It is not permissible for a dancer to pass into later rounds of any competition unless the partnership competes in the first and each subsequent round of the contest.

11.0 **CHAMPIONSHIP EVENTS**

11.1 Rules and regulations covering competitors and competitions for championships will be as in Schedule B of the National Board (ODS) "Championship Rules". These will apply to all dancers and competitions within the jurisdiction of ODS.

11.2 Provincial and National Championship events will be run in accordance with ODS's rules governing recognition, judging and conditions applicable to closed and open competitions (See ODS Schedule B - Championship Rules).

11.3 All dancers entering a championship must be members in good standing of ODS or with other member Associations within ODS or recognized by ODS.

12.0 **SELECTION OF THE ONTARIO CHAMPIONS AND REPRESENTATIVES**

- 12.1 The Association will register all Ontario DanceSport competitors so that recognition may be accorded reigning champions and bring order to the competitive field.
- 12.2 ODS will use the **Ontario Closed Championship** to choose Ontario's official representatives for the National Interprovincial Competitions and team matches. The semi-final and/or final rounds of the championships (Standard & Latin) may be split into two heats.
- 12.3 The couples will be placed first to sixth, in both Standard & Latin American categories, and from these positions will be selected the Ontario representatives, depending upon availability, in order of merit. The 10 Dance representatives will be the highest placed couple in both categories, in order of merit.
- 12.4 In the event that none of the qualified competitors are available, the Executive may at their discretion nominate the competitor to fulfil the needs from the general register of competitors.
- 12.5 Any athlete chosen to represent Ontario must be a member in good standing of the Association. In Canadian Closed Championships or the Ontario Closed Championships, one member of a partnership must be a Canadian Citizen. The second member, if not a Canadian citizen, must satisfy the Board that:
- a) Under Canadian law he/she is permitted to travel out of and back into Ontario;
 - b) He/she has elected in writing his or her intention to compete in DanceSport exclusively for Ontario during the calendar year prior to the said Championships; and
 - c) He/she has not represented another country in a DanceSport competition during the 8 months prior to the said Championships except when the competitor has received consent in writing to the change in representation from each of the two relevant WDSF Members, and then the competitor may immediately represent Ontario. A competitor having represented one country in any WDSF World Championship or any WDSF World Cup is not permitted to represent Ontario in any WDSF Championship or WDSF Cup competition until a period of 12 months has elapsed since the last representation. Therefore they would not be eligible to compete in the Canadian Closed Championships or its qualifiers until the one year has elapsed.
- 12.6 Athletes chosen to represent Ontario at the Closed Canadian Championship with a view to representing Ontario at an international event must be members of ODS as evidenced by a current membership card and entry in the Official Master Register.

Such representatives must possess the required qualifications dictated by ODS. ODS will only sponsor financially the ODS member if an interprovincial partnership should win the Ontario Closed.

- 12.7 All negotiations for the appearance of Ontario competitive dancers in provinces outside Ontario shall be carried out between ODS and the corresponding governing body of the province concerned. Any Ontario teams intending to accept an invitation to participate in a contest in another province must obtain permission from ODS. This only applies where competitors or teams are invited as 'Representatives of Ontario'.
- 12.8 All negotiations for the appearance of Canadian competitive dancers in countries outside Ontario shall be carried out between ODS and the corresponding governing body of the country concerned. Any Canadian teams intending to accept an invitation to participate in a contest in another country must obtain permission from ODS. This only applies where competitors or teams are invited as 'Representatives of Ontario'.
- 12.9 All decisions respecting Canadian entries in WDSF World (Open and Closed) Championships are at the absolute discretion of the ODS Board. For further clarification, but not to limit the generality of the preceding sentence, neither the ODS Board nor the ODS General Meeting is obliged to choose any certain couple for entry in WDSF World (Open and Closed) Championships. ODS does not have any obligation to any couple registered in CRAD to enter them in any WDSF World (Open and Closed) Championship, or to enter any Canadian couple in any WDSF World (Open and Closed) Championship in any year. Entry by Canadian couples in WDSF World (Open and Closed) Championships is a privilege, not a right, and is based on all considerations which the ODS Board or ODS General Meeting chooses in their absolute discretion to take into account.

Once an entry in a WDSF World (Open and Closed) Championship is made by ODS, it can be revoked by the Board in its absolute discretion and replaced by another entry in its absolute discretion, or not replaced by any entry whatsoever, as the ODS Board or the ODS General Meeting in its absolute discretion deems to be in the best interests of the sport.

All couples wishing to compete in a WDSF Closed and Open World Championships must compete in the Canadian Closed Championships and its qualifiers in that same year at the same age and style that they wish to compete in at the WDSF World Closed and WDSF World Open Championships.

The selection of ODS representatives to the WDSF World Championships or WDSF World Cups will be decided by the ODS Board after each night of the Canadian Closed Championships. If a couple notifies ODS and/or ODS becomes aware of and confirms that the couple has split then the couple will be taken off the list and will not be considered for future invitations

It will be at the ODS Board's discretion if athletes who have competed in National, Continental, or World Championships/Cups of another Dancesport system will receive financial bursary to represent ODS at WDSF World Championships or Cups.

13.0 PENALTIES FOR RULE VIOLATIONS

- 13.1 A special sub-committee chosen from the Executive and made up of the President, Vice-President, Membership Chairperson and three other members will consider all violations. Disciplinary action where necessary, will be in accordance with the

Association's rules and regulations. In the case of non-ODS members, the committee will recommend what action should be taken.

13.2 DRESS CODE VIOLATIONS

Warnings will no longer be given for violations. The competitor will not be allowed to compete, if he or she is not dressed in accordance with the dress code rules. Penalties for not adhering to the dress code, will apply to adult and youth as well as juvenile and junior categories.

13.3 OTHER RULE VIOLATIONS DURING COMPETITION

- Couple is warned by penalty judge for any infraction in the first round of a competition.
- If the infraction is repeated in subsequent rounds except the final, the couple must receive 0 points in that particular dance for that round.
- If the infraction occurs in the final round then:
 - a) for the first violation they are reduced one placing in that dance;
 - b) for the second and any subsequent violations the couple must be placed last in that dance.
- In the case of a tie, the couple with the least number of infractions is placed higher.

14.0 REINSTATEMENT (See ODS Rule 9)

14.1 DanceSport Professional dancers (hereinafter referred to as "Professionals") who wish to regain amateur status must apply in writing to ODS or authority in which they reside. ODS may, upon receipt of such application, decide whether reinstatement of amateur status (hereinafter referred to as "reinstatement") should be granted, and, if so, under what conditions and terms it should be granted and will forward their recommendation to the ODS Board for the final decision. A non-refundable processing fee of \$150 must accompany this application. Payable \$100 to ODS & \$50 to ODS. {effective April 1, 2010}

14.2 When considering applications for reinstatement made by Professionals, ODS will examine certain criteria in its consideration, including but not limited to the following:

- a) Total amount of money and money's worth earned as a Professional;
- b) Style and level of dancing attained, taught and demonstrated, or any of them;
- c) Total amount of time spent teaching dancing or engaging in other dance related activities as a Professional;
- d) Professional training and Professional exams taken, and the results thereof;
- e) Professional competitions entered and the results;

- f) Current or past membership in a recognized Professional Association, length of membership therein, offices held therein, and classification granted or attained therein; and
- g) Time elapsed since last activity as a Professional.

- 14.3 If an athlete loses amateur status due to conduct prejudicial to the sport of dancing, or if ODS or ODS's management committee or equivalent resolves that reinstatement is unfair to other amateur dancers (referred to in these Rules as "Amateurs"), it may refuse reinstatement to such a dancer.
- a.4 If an applicant athlete disagrees with ODS's refusal to reinstate that athlete as an amateur, an appeal lies to the ODS Board.
- a.5 Should an amateur athlete be reinstated and they again breach their amateur status, reinstatement would not be granted a second time. {effective April 1, 2010}
- a.6 The waiting period for reinstatement as an amateur and prior to admission to ODS and ODS shall be a minimum of six months from the last professional activity of the applicant. This waiting period could be lengthened at the recommendation of ODS or ODS Board. {effective April 1, 2010}
- a.7 A reinstated athlete will receive no funding from ODS or ODS for a minimum of two (2) years. {effective April 1, 2010}
- a.8 A reinstated dancer cannot stand for an ODS or ODS position on the ODS or ODS Board for a period of two (2) years after reinstatement. {effective April 1, 2010}
- a.9 A reinstated athlete has only a period of 30 days within which he/she must become an ODS member. If he/she does not, then his/her reinstatement is null & void. {effective April 1, 2010}
- a.10 Please refer to Schedule H: Guideline on Reinstatement of an Amateur Dancer in the ODS Rule Book, for details on eligibility and the reinstatement process.

15.0 - DRUG ABUSE

- 15.01 In this Rule:
- a) "Doping" is the use by or distribution to an Athlete of substances in contravention of or in a manner inconsistent with the rules of the International Olympic Committee (hereinafter referred to as "IOC Rules"); and
 - b) An "Official" is the ranking or designated member of the responsible organization of competent jurisdiction, whether the organization is the Corporation or a Regional Association, present at any competition or Championship concerned.
- 15.02 Athletes are strictly forbidden to engage in Doping at any time.
- 15.03 An Athlete shall, if requested by an Official for the purpose of Doping control, submit to a Doping control test. An Athlete's refusal to so submit shall be deemed to be proof that such Athlete has engaged in Doping and shall be dealt with accordingly.
- 15.04 All evidence and proof of Doping shall be reported immediately to the Corporation, whose Board shall consider such evidence and proof, or either of them, and shall

decide whether Doping has been proven, and may order disciplinary action to be taken. All evidence and proof of Doping shall be reported to the World DanceSport Federation (WDSF) Presidium within 30 days of the Corporation's first receiving such evidence or proof.

15.05 Any person assisting or inciting others to contravene Doping rules shall be deemed to have engaged in Doping and shall be subject to disciplinary action accordingly.

15.06 Disciplinary action shall include, but not limited to suspension from membership in any Regional Association for a minimum of one (1) year and a maximum of three (3) years.

15.07 Whereas the Canadian Centre for Ethics in Sport (CCES) has adopted the 2021 World Anti- Doping Code (Code); and
Whereas on behalf of the Canadian sport community, the CCES has led the development of a revised version of the Canadian Anti-Doping Program (CADP) based on the 2021 Code with an effective date of January 1, 2021;
Ontario DanceSport formally adopts and implements the 2021 Canadian Anti-Doping Program

16.0 **BASIC COMPETITION RULES**

Promoters **MUST** follow these rules if they wish ODS to sanction the competition for ODS competitors.

16.1 A maximum of seven (7) or less couples constitute a final. Eight (8) or more couples necessitate a semi-final.

16.2 It is compulsory that at least 50% of the competitors taking part shall pass forward to the next round.

16.3 Semi-finals: Due to recent Rule changes by the WDSF and ODS, it is permitted (but not compulsory in Ontario) to dance the semi-final in two heats.
Competitors reaching the final **must** dance in one heat.
(The only exception to this is if the floor is too small **and** an ODS executive has given prior approval. In this case the heats must be mixed for each dance so that all competitors have an equal chance. Usually this would only be considered for the Quickstep.)

16.4 The floor size must be adequate. (Championship rules state: sixty(60) by thirty-five (35) feet) (18.5m. X 11m.)

16.5 Separate changing rooms for male and female competitors shall be provided.

16.6 The dances competed in must be the same ones advertised on the flyer.

16.7 The same piece of music shall be played for all heats in a round, but a different piece of music may be played in subsequent rounds.

16.8 There must be adequate intervals of time between rounds and competitions.

16.9 In all rounds the music played shall be a minimum of one and a half (1 1/2) minutes and a maximum of two (2) minutes duration for the Waltz, Tango, Viennese Waltz, Slow Foxtrot, Quickstep, Samba, Cha-Cha-Cha Rumba and Jive.

b) the required duration of competition for the Paso Doble shall be as a minimum up to the second highlight and as a maximum up to the end (3rd highlight).

16.10 The tempi for each dance shall be:

Waltz	28-30 bars/min	Samba	50-52 bars/min
Tango	31-33 bars/min	Cha-Cha	30-32 bars/min
Viennese Waltz	58-60 bars/min	Rumba	25-27 bars/min
Slow Fox-trot	28-30 bars/min	Paso Doble	60-62 bars/min
Quickstep	50-52 bars/min	Jive	42-44 bars/min

16.11 A minimum of five (5) judges shall be used. It is recommended that an odd number of judges be used. All judges must hold a qualification recognized by ODS.

16.12 Judges are under no obligation to justify their adjudication of competition couples. During the competition or in the interval between competition rounds, a judge may not discuss any competitor's performance with that or any other competitor, or with any spectator, except in his or her capacity as Chairperson of judges.

16.13 Where there is more than one heat in a round and each judge has been requested to vote for a certain number of couples to go forward to the next round, the number of couples selected from each heat to make up this number shall be at the discretion of each voting judge. In all rounds the judges must vote for the full number of couples required to be returned.

16.14 In the final, a judge may not 'tie' two or more couples in any one or more dances.

16.15 Judges who cohabit must not serve on any judging panel at the same time.

16.16 No judge may judge a competitor to whom the judge is related, married to, or with whom the judge cohabits, unless each obtains prior authorization in writing from the organizer and ODS. A relation shall be defined as a member of one's immediate family from grandparents down to grandchildren.

16.17 A penalty judge **must** be hired for all medal competitions.

16.18 A chairperson of judges is only compulsory for championships and must hold a qualified scrutineer's certificate and suitably recognized adjudication credentials.

16.19 Promoters are not allowed to hold practice rounds of competitors of a particular event in front of the judges.

16.20 It is recommended that competitors be notified of recalls prior to the M.C. announcing them. (either by notice board or floor manager).

16.21 The promoter must engage a qualified scrutineer. The scrutineer's results along with the list of competitors must be forwarded to the ODS membership chairperson within 2 weeks of the competition.

16.22 Competitors shall be given a reasonable opportunity to inspect the scrutineering sheets after the announcement of all of the results and prior to leaving the competition hall.

16.23 The M.C. shall announce the final results in the reverse order of merit, from last to first.

- 16.24 Competitors must remain in costume for awards, unless more than one (1) hour has lapsed from the completion of their event. In championship events **all** competitors must remain in costume to receive their award.
- 16.25 No amateur competition may be entitled a Championship, and no amateur Championship may be awarded, without the prior authorization in writing of ODS.
- 16.26 Competitors must dance with the same partner for all categories on the same competition. The only exception is when they are switching to standard or latin.
- 16.27 Effective July 13,1997, ODS will charge **all** promoters, a sanctioning fee to run an Amateur competition.
- 16.28 Lifts are not permitted in any of Standard, Latin or Ten Dance Competitions. For further clarity, a lift is any movement during which one of the dancers has both feet off the floor at the same time with the assistance or support of the partner. The chairman can disqualify couples using lifts in their dance performance.

17.0 Issues not covered by the published rules

Should any issue arise which is not covered by these rules, it shall be referred to the Executive Committee of ODS for consideration. Their decision shall be final.

O.D.S. COMPETITORS' CODE of ETHICS

1. When a competitor shows up at a competition, he/she must at any time conduct himself/herself in a civil and sportsmanship manner
2. A competitor must be present and prepared to compete one half hour (1/2) before the published and scheduled start time of a his/her competition, since a competition organizer may adjust the published schedule without being obliged to wait.
3. A competitor must register himself/herself only in the categories to which he/she is admissible.
4. A competitor who registers in a competition must accept the judges' decision as being final. No possibility of appeal will be considered except if it can be proven that there was a mistake in scrutineering.
5. No competitor must harass or question a judge on his/her personal reasons for the rank awarded.
6. When a competitor is on the dance floor to participate in a parade and or to receive a trophy or award, he/she must do so in appropriate dance costume. He/she must not at any time wear a studio jacket (windbreaker), robe or any other inappropriate clothing.
7. A competitor who removes a scrutineer's result posting, will be liable to a sanction or discipline.

Appendix 1 Rules of Amateur Teaching (ODS Rule 8)

- 8.01 Competitions between amateurs and professionals are prohibited.
- 8.02 An amateur is one who does not earn his livelihood from participation in DanceSport.
- 8.03 Commercial teaching and coaching activities in DanceSport in Ontario shall not be restricted to any limited group of people except on the basis of skill or knowledge. An Athlete loses Amateur Status if he or she works as a dancing teacher, as a paid assistant to a teacher, as a paid dancing partner, or as a paid demonstrator except that an Athlete may teach dancing and coach DanceSport for pay without losing Amateur Status provided he or she:
- a) is at least 16 years of age;
 - b) is a member in good standing of his or her Regional Association and is registered in the Canadian Registry of Athlete Dancers (CRAD);
 - c) meets at least one of the following four criteria:
 - 1.) qualifies according to the competition rules of his or her Regional Association to compete at the Championship Level in that region and has competed at the Championship level for at least 2 years, or alternatively qualifies at a level of competitive skill and accomplishment determined by the Board, and is a member of a couple who places in one of the following {effective March 20, 2017}:
 - i) in the Canadian Closed Championships all the Finalists in Under 21, Adult, and Senior I if a semi-final is held or top three (3) if there is a minimum of six (6) couples in the final and only the champion if only 3 couples are in the final.
 - ii) in the Canadian Closed Championships the top three (3) couples in Youth, Senior II, III, and IV if a semi final is held or only the top two (2) couples if there is a minimum of 6 couples in the final.
 - iii) The Regional champion in either one of the Regional Qualifier or the Regional Closed Championship, which is to be determined by the Regional Association in advance of the competition, in Adult, Under 21, & Senior I levels only if there is a minimum of 5 couples in the final of that category
 - iv) top 2 in the Canadian Ten Dance as long as a Ten Dance Championship was held;
 - 2.) qualifies according to the competition rules of his or her Regional Association to compete at the Championship Level in that region and has competed at the Championship level for at least 2 years, or alternatively qualifies at a level of competitive skill and accomplishment determined by the Board, AND is an Athlete who otherwise is permitted to teach under this Rule 8.03 and who holds a valid and subsisting teaching certificate issued by the Ministry of Education of the Canadian province in which he or she resides or in which he or she works as a school teacher;

- 3.) has not competed at the Championship level for at least two years but is otherwise a qualified educator who holds a valid and current teaching certificate issued by the Ministry of Education of the Canadian province in which he or she resides or in which he or she works as a school teacher. In this case, the Athlete may only teach basic fundamentals of DanceSport from Kindergarten to Grade 12 and only within the school environment as part of the physical education or appropriate program at that school. They are not eligible to take the Athlete Teaching exam and do not qualify to have a professional mentor and therefore are not to coach DanceSport or work out of any professional dance location or business.
- 4.) makes the top 24 in a WDSF World Adult Standard or Latin Championship or top 12 in a WDSF World Adult 10-Dance Championship [World Championship does not include World Cup], and is either a Canadian Citizen or qualifies under Rule 7.04 to represent Ontario. In this case, the Athlete must re-qualify pursuant to Rule 8.03 g;
- d) only teaches steps or movements set out in that Regional Association's competitive syllabus, or alternatively steps or movements determined by the Board;
- e) (notwithstanding the terms of any other part of these Rules) submits to the Treasurer and his or her Regional Association on or before January 31st of each year an accounting of :
- i) his or her earnings from such teaching in the previous calendar year, and
 - ii) a summary of dance related expenses in the previous calendar year.
- Athletes should be prepared to make available all receipts for, or reasonable records of, these expenses upon request or audit;
- f) remits to that Regional Association upon its or the Treasurer's request, any earnings from such teaching which exceed the documented dance-related expenses, in trust for his or her future dance-related expenses, or after the lapse of one year without a claim for such expenses, for use by that Regional Association according to law;
- g) pays a fee, as set out in Schedule A to the Corporation's Bylaws, per year or part thereof.
- h) signs the form of Release of ODS and its Board as set forth herein before commencing teaching;

RELEASE

I, _____ (*name of Athlete or where an Athlete is not of the age of majority in the Province in which he or she resides, the name of his or her legal guardian on behalf of the Athlete*), the undersigned, in return for (*name of Athlete's Regional Association*) and Ontario DanceSport (ODS) to permit me to teach under ODS Championship Rule 8.03, hereby release (*name of Athlete's Regional Association*), ODS and the World DanceSport Federation (WDSF) (hereinafter referred to as "the Associations") from any and all actions, causes of action, claims, demands, and damages howsoever arising which hereafter I may have against the Associations by reason of any action or decision which may be taken against me by a third party or third parties in whole or in part because I have engaged in teaching of dancing in any way. In particular, but without limiting the generality of this Release, I understand that many DanceSport adjudicators might take the position that they may not judge an *Athlete* who has taught dancing or coached DanceSport, and that accordingly if I teach as permitted under the ODS Championship Rules, I may be at risk of not being judged by some DanceSport adjudicators. All risks that I undertake by teaching dancing or coaching DanceSport are accordingly my own risks, and I may not look to (*name of Athlete's Regional Association*), ODS or WDSF for any damages, contribution or other relief with respect thereto.

I acknowledge that I have been given the opportunity to seek legal advice regarding my rights and obligations (or the rights and obligations of the minor of whom I am a guardian) under this Release, prior to signing it.

DATE SIGNED: _____

NAME: _____ SIGNATURE: _____

WITNESS NAME: _____ SIGNATURE: _____

See ODS Rules for Latest Details and contact ODS for all documents regarding Amateur Teaching.

ONTARIO DANCESPORT HARASSMENT, BULLYING, and DISCRIMINATION POLICY

POLICY STATEMENT

Ontario DanceSport is committed to providing an environment in which all individuals are treated with respect and dignity. Each individual has the right to participate in a respectful environment free from bullying, harassment and discrimination.

1. DISCRIMINATION

- a) Every Ontario DanceSport registrant is entitled to participate free from discrimination. Ontario DanceSport strictly prohibits unlawful discrimination, including discrimination on the basis of race, colour, national place of origin, ancestry, sex (including pregnancy), religious beliefs, age, physical or mental disability, sexual orientation, gender identity or expression, family or marital status, or any other ground or characteristic protected under applicable provincial human rights legislation ("Protected Characteristics").
- b) This policy addresses discrimination as contemplated by the applicable provincial human rights legislation. Under this policy, "discrimination" is differential treatment on the basis of Protected Characteristics. Discrimination may also be found where a requirement, qualification or factor exists that is not discriminatory on its face but results in the exclusion, restriction or preference of a group of persons who are identified by a prohibited ground of discrimination, and cannot be demonstrated to be reasonable and justified in the circumstances.

2. BULLYING AND HARASSMENT

- a) Harassment may relate to a form of discrimination set out in human rights legislation, but it does not have to. Discriminatory harassment includes harassment related to race, sex, religious creed, color, national origin, ancestry, disability or medical condition or age.
- b) Bullying and harassment are any behaviour that demeans, embarrasses, humiliates, or verbally abuses a person and that is known or would be expected to be known to be unwelcome. Prohibited conduct includes but is not limited to the following behaviours:
 - (i) written or verbal abuse or threats, including swearing;
 - (ii) intimidating conduct or gestures;
 - (iii) unwelcome remarks, jokes, taunts;
 - (iv) unwelcome physical contact;
 - (v) physical or sexual assault;
 - (vi) vandalism of personal property;
 - (vii) abuse of authority which undermines performance or threatens an individual's career;
 - (viii) racial, religious or ethnic slurs;
 - (ix) practical jokes which cause awkwardness or embarrassment, endanger a person's safety, or negatively affect performance;

- (x) unwelcome sexual flirtations, advances, requests for sexual favours, or invitations, whether indirect or explicit;
- (xi) unwelcome comments, innuendo, taunting, or questions about a person's looks, body, attire, age, race, religion, sex, sexual orientation, or sex life;
- (xii) displays of pornographic, racist or other offensive or derogatory material;
- (xiii) leering, whistling, or other suggestive or obscene gestures;
- (xiv) condescending, paternalistic or patronizing behaviour which undermines self-esteem, diminishes performance, or adversely affects the DanceSport environment.

- c) Sexual harassment may be directed at registrants of the same sex or the opposite sex.
- d) This repetitive improper behaviour is insulting, intimidating, humiliating, malicious, degrading, or embarrassing. The improper behaviour does not have to be made with the intent to harass or discriminate, to be in violation of this policy.

3. APPLICATION OF THIS POLICY

- a) This policy applies to all registrants of Ontario DanceSport, including officials, coaches, athletes, volunteers, Regional Board of Directors, Associate and Division Board of Directors, and the Ontario DanceSport Board of Directors. Ontario DanceSport encourages the reporting of all incidents of harassment, regardless of who the offender may be.
- b) This policy applies to discrimination, bullying and harassment which may occur at or during the course of any Ontario DanceSport business or DanceSport activity or event (including business or DanceSport activities or events of registrant organizations). It also applies to prohibited conduct occurring outside of those situations, when the harassment or bullying is occurring between persons covered by this policy, and the conduct adversely affects the Ontario DanceSport environment.
- c) Every registrant of Ontario DanceSport has a responsibility to play a part in ensuring that Ontario DanceSport's DanceSport environment is respectful and free from discrimination, bullying and harassment. This means not engaging in, allowing, condoning, or ignoring behaviour which is contrary to this policy. In addition, any registrant of Ontario DanceSport who believes that a fellow registrant of Ontario DanceSport has experienced or is experiencing harassment is encouraged to notify Ontario DanceSport.

4. COMPLAINTS

- a) An individual who believes he or she has been harassed has the right:
 - (i) to file a complaint under Ontario DanceSport's Complaints Policy, without fear of embarrassment or retaliation; and
 - (ii) to contact the appropriate provincial human rights commission directly, if desired.

5. CONFIDENTIALITY

- a. Ontario DanceSport understands that it can be extremely difficult to come forward with a complaint of discrimination, bullying or harassment, and that it can be devastating to be wrongly accused of such conduct. Ontario DanceSport recognizes the interests of both the complainant and the respondent in maintaining confidentiality.
- b. Ontario DanceSport shall maintain all records in a confidential manner, except to the extent that disclosure of any of this information is necessary for the purposes of

- therapy), training camps, travel associated with organizational activities, the office environment, and any meetings.
- 6.) This Code also applies to the conduct of all Individuals outside of the business, activities, and Events of the NSO and its Members when such conduct adversely affects the NSO's relationships (and the work and sport environment) or is detrimental to the image and reputation of the NSO or a Member. Such applicability will be determined by the NSO or the relevant Member, as applicable, at its sole discretion.
 - 7.) In addition, this Policy will apply to breaches of the Code that occurred when the Individuals involved interacted due to their mutual involvement in the sport or, if the breach occurred outside of the sport environment, if the breach has a serious and detrimental impact on the Individual(s).
 - 8.) This Code applies to Individuals active in the sport or who have retired from the sport where any claim regarding a potential breach of this Code occurred when the Individuals was active in the sport.

C. Prohibited Behaviours

- 9.) All Individuals must refrain from any behaviour that constitutes a Prohibited Behaviour as defined by the UCCMS and the Code.
- 10.) Individuals are responsible for knowing what actions or behaviours constitute Prohibited Behaviours and Maltreatment.
- 11.) Prohibited Behaviours under the UCCMS include, but are not limited to:
 - a. Physical Maltreatment
 - b. Psychological Maltreatment
 - c. Neglect
 - d. Sexual Maltreatment
 - e. Grooming
 - f. Boundary Transgressions
 - g. Discrimination
 - h. Failing to Report
 - i. Aiding and Abetting
 - j. Retaliation
 - k. Interference with or Manipulation of Process
 - l. False Reports

In addition to the Prohibited Behaviours as defined by the UCCMS, this Code sets out other expected standards of behaviour and conduct for all Individuals and any failure to respect these expected standards of behaviour by an Individuals may constitute a breach of this Code.

D. Responsibilities of [Organizational Participants/Individuals/Registered Participants]

11. All Individuals have a responsibility to:
 - a) refrain from any behaviour that constitutes Maltreatment and Prohibited Behaviour under this Code and the UCCMS;
 - b) maintain and enhance the dignity and self-esteem of other Individuals by:
 - i. treating each other with fairness, honesty, respect and integrity;
 - ii. focusing comments or criticism appropriately and avoiding public criticism of Athletes, coaches, officials, organizers, volunteers, employees, or other Individuals.
 - iii. consistently demonstrating the spirit of sportsmanship, sport leadership, and ethical conduct; and
 - iv. ensuring adherence to the rules of the sport and the spirit of those rules.
 - c) refrain from the use of power or authority to coerce another person to engage in inappropriate activities;

- d) refrain from consuming tobacco products, cannabis, or recreational drugs while participating in the programs, activities, competitions, or Events of the NSO or a Member;
- e) in the case of Minors, not consume alcohol, tobacco, or cannabis at any competition or Event;
- f) in the case of individuals who are not Minors, not consume cannabis in the Workplace or in any situation associated with the Events of the NSO or a Member (subject to protections under applicable human rights legislation), not consume alcohol during training, competitions, or in situations where Minors are present, and take reasonable steps to manage the responsible consumption of alcohol in adult-oriented social situations;
- g) when driving a vehicle:
 - i. have a valid driver's license;
 - ii. obey traffic laws;
 - iii. not be under the influence of alcohol or illegal drugs or substances;
 - iv. have valid car insurance; and
 - v. refrain from engaging in any activity that would constitute distracted driving.
- h) respect the property of others and not wilfully cause damage;
- i) promote sport in the most constructive and positive manner possible;
- j) refrain from engaging in deliberate behaviour which is intended to manipulate the outcome of a para-classification, competition and/or not offer, receive or refrain from offering or receiving any benefit which is intended to manipulate the outcome of a competition or para-classification. A benefit includes the direct or indirect receipt of money or other anything else of value, including, but not limited to, bribes, gains, gifts, preferential treatment, and other advantages. Sporting advantage is also a benefit;
- k) adhere to all applicable federal, provincial/territorial, municipal and host country laws; and
- l) comply with the bylaws, policies, procedures, rules, and regulations of the NSO, its Members and those of any other sport NSO with authority over the Individuals, as applicable, and as adopted and amended from time to time.

E. Directors, Committee Members and Employees

12. In addition to section D (above), Directors, Committee Members, and employees of the NSO and its Members will have additional responsibilities to:
- a) function primarily as a Director, committee member or employee of the NSO or the Member (as applicable) and ensure to prioritize their duty of loyalty to the NSO or the Member (and not to any other NSO or group) while acting in this role;
 - b) act with honesty and integrity and conduct themselves in a manner consistent with the nature and responsibilities of the business and the maintenance of an Individuals's confidence;
 - c) ensure that financial affairs are conducted in a responsible and transparent manner with due regard for all fiduciary responsibilities;
 - d) comply with their obligations under the Screening Policy, including understanding ongoing expectations under the Screening Policy and fully cooperating in the screening process;
 - e) conduct themselves openly, professionally, lawfully and in good faith;
 - f) be independent and impartial and not be influenced by self-interest, outside pressure, expectation of reward, or fear of criticism in their decision-making on behalf of the NSO;

- g) exercise the degree of care, diligence, and skill required in the performance of their duties pursuant to applicable laws;
- h) maintain required confidentiality of organizational information;
- i) commit the time to attend meetings and be diligent in preparation for, and participation in, discussions at such meetings;
- j) have a thorough knowledge and understanding of all governance documents.

F. Athlete Support Personnel

- 13. In addition to section D (above), Athlete Support Personnel have additional responsibilities.
- 14. Athlete Support Personnel must understand and respect the inherent Power Imbalance that exists in this relationship and must not abuse it, either consciously or unconsciously.
- 15. Athlete Support Personnel will:
 - a) avoid any behaviour that abuses the Power Imbalance inherent in the position of the Athlete Support Personnel;
 - b) ensure a safe environment by selecting activities and establishing controls that are suitable for the age, experience, ability, and fitness level of the Athletes;
 - c) prepare Athletes systematically and progressively, using appropriate timeframes and monitoring physical and psychological adjustments while refraining from using training methods or techniques that may harm Athletes;
 - d) avoid compromising the present and future health of Athletes by communicating and cooperating with sport medicine professionals in the diagnosis, treatment, and management of Athletes' medical and psychological treatments;
 - e) support the Athlete Support Personnel of a training camp, provincial/territorial team, or national team, should an Athlete qualify for participation with one of these programs;
 - f) comply with all established responsibilities and obligations as set out by the Athlete Support Personnel's professional governing association or order, if any;
 - g) accept and promote Athletes' personal goals and refer Athletes to other coaches and sport specialists as appropriate;
 - h) provide Athletes (and the parents/guardians of Minor Athletes) with the information necessary to be involved in the decisions that affect the Athlete;
 - i) act in the best interest of the Athlete's development as a whole person;
 - j) comply with their obligations under the Screening Policy, including understanding ongoing expectations under this Policy and fully cooperating in the screening process;
 - k) under no circumstances provide, promote, or condone the use of drugs (other than properly prescribed medications) or prohibited substances or prohibited methods and, in the case of Minors, alcohol, cannabis, and/or tobacco;
 - l) respect competitor Athletes and, in dealings with them, not encroach upon topics or take actions which are deemed to be within the realm of 'coaching', unless after first receiving approval from the coaches who are responsible for the Athletes;
 - m) when a Power Imbalance exists, not engage in a sexual or intimate relationship with an Athlete of any age;

- n) disclose to the NSO or the Member (as applicable) any sexual or intimate relationship with an Athlete over the age of majority and, if requested by the NSO, immediately discontinue any coaching involvement with that Athlete;
- o) recognize the power inherent in the position of Athlete Support Personnel and respect and promote the rights of all [Organizational Individuals in sport. This is accomplished by establishing and following procedures for confidentiality (right to privacy), informed participation, and fair and reasonable treatment. Coaches have a special responsibility to respect and promote the rights of Individuals who are in a vulnerable or dependent position and less able to protect their own rights; and
- p) dress professionally and use appropriate language.

G. Athletes

16. In addition to section D (above), Athletes will have additional responsibilities to:
- a) follow their athlete agreement (if applicable);
 - b) report any medical problems in a timely fashion, when such problems may limit their ability to travel, practice, or compete;
 - c) participate and appear on-time and prepared to participate to their best abilities in all competitions, practices, training sessions, and evaluations;
 - d) properly represent themselves and not attempt to participate in a competition for which they are not eligible by reason of age, classification, or other reason;
 - e) adhere to any rules and requirements regarding clothing, professionalism, and equipment; and
 - f) act in accordance with applicable policies and procedures and, when applicable, additional rules as outlined by Athlete Support Personnel.

H. Officials

17. In addition to section D (above), officials will have additional responsibilities to:
- a) maintain and update their knowledge of the rules and rule changes;
 - b) not publicly criticize other Individuals;
 - c) adhere at all times to the rules of their international federation and any other sport NSO that has relevant and applicable authority;
 - d) place the safety and welfare of competitors, and the fairness of the competition above all else;
 - e) strive to provide a fair sporting environment, and at no time engage in Maltreatment or Prohibited Behaviour toward any person on the field of play;
 - f) respect the terms of any agreement that they enter with the NSO or a Member;
 - g) work within the boundaries of their position's description while supporting the work of other officials;
 - h) act as an ambassador of the sport by agreeing to enforce and abide by national and provincial/territorial rules and regulations;
 - i) take ownership of actions and decisions made while officiating;
 - j) respect the rights, dignity, and worth of all Individuals
 - k) act openly, impartially, professionally, lawfully, and in good faith;
 - l) be fair, equitable, considerate, independent, honest, and impartial in all dealings with others;
 - m) respect the confidentiality required by issues of a sensitive nature, which may include discipline processes, appeals, and specific information or data about Individuals;
 - n) comply with their obligations under the Screening Policy, including understanding ongoing expectations under this Policy and fully cooperating in the screening process;

- o) honour all assignments unless unable to do so by virtue of illness or personal emergency, and in these cases inform a supervisor or the NSO or the Member at the earliest possible time;
- p) when writing reports, set out the actual facts to the best of their knowledge and recollection;
- q) dress in proper attire for officiating.

I. Parents/Guardians and Spectators

18. In addition to section D (above), parents/guardians and spectators at Events will:
- a) encourage Athletes to compete within the rules and to resolve conflicts without resorting to hostility or violence;
 - b) condemn the use of violence in any form;
 - c) never ridicule an Individuals for making a mistake during a competition or practice;
 - d) respect the decisions and judgments of officials and encourage Athletes to do the same;
 - e) support all efforts to stop and prevent verbal and physical abuse, coercion, intimidation, and excessive sarcasm;
 - f) respect and show appreciation to all competitors, and to coaches, officials and other volunteers;
 - g) never harass Individuals, competitors, Athlete Support Personnel, officials, parents/guardians, or other spectators; and
 - h) never encourage, aid, covert up or assist an Athlete in cheating through doping, competition manipulation or other cheating behaviors.

J. Members and Clubs

19. Members and Clubs must:
- a) adhere to all the NSO's governing documents and policies, and, when required, amend their own rules to comply or align with those of the NSO;
 - b) pay all required dues and fees by the prescribed deadlines;
 - c) ensure that all Athletes and coaches participating in sanctioned competitions and Events of the NSO are registered and in good standing;
 - d) appropriately screen prospective employees to help ensure Athletes have a healthy and safe sport environment;
 - e) ensure that any possible or actual misconduct is investigated promptly and thoroughly;
 - f) impose appropriate disciplinary or corrective measures when misconduct has been substantiated;
 - g) advise the NSO immediately of any situation where a complainant has publicized a complaint in the media (including social media);
 - h) provide the NSO with a copy of all decisions rendered pursuant to the NSO's policies for complaints and appeals;
 - i) implement any decisions and disciplinary sanctions imposed pursuant to the NSO, any Member or Club's discipline process.

Anti-Doping¹

20. The NSO and its Members adopt and adhere to the Canadian Anti-Doping Program. The NSO and its Members will respect any sanction imposed on an Individual as a result of a breach of the Canadian Anti-Doping Program or any other applicable Anti-Doping Rules.
21. All Individuals shall:
 - a) abstain from the non-medical use of medications or drugs or the Use of Prohibited Substances or Prohibited Methods as listed on the version of the World Anti-Doping Agency's Prohibited List currently in force;
 - b) refrain from associating with any person for the purpose of coaching, training, competition, instruction, administration, management, athletic development, or supervision, who has been found to have committed an anti-doping rule violation and is serving a period of Ineligibility imposed pursuant to the Canadian Anti-Doping Program or any other applicable anti-doping rules;
 - c) cooperate with any Anti-Doping Sport Organization that is conducting an investigation into any anti-doping rule violation(s);
 - d) refrain from any offensive conduct toward a Doping Control official or other individual involved in Doping Control, whether or not such conduct constitutes Tampering as defined in the Canadian Anti-Doping Program;
 - e) all Athlete Support Personnel or other Persons who are Using a Prohibited Substance or Prohibited Method without a valid and acceptable justification shall refrain from providing support to Athletes that fall under the NSO or a Member's jurisdiction.

Retaliation, Retribution or Reprisal

22. It is a breach of this Code of Conduct and Ethics for any Individuals to engage in any act that threatens or seeks to intimidate another individual with the intent of discouraging that Individuals from filing, in good faith, a complaint pursuant to any NSO policy. It is also a breach of this Code of Conduct and Ethics for an Individuals to file a complaint for the purpose of retaliation, retribution or reprisal against any other Individuals. Any Individuals found to be in breach of this section shall be liable for the costs related to the disciplinary process required to establish such a breach.

Privacy

23. The collection, use and disclosure of any personal information pursuant to this Policy is subject to the NSO's Privacy Policy.

K. Definitions

24. Terms in this Code are defined as follows:

¹ Any capitalized terms used in this Anti-Doping section shall, unless the context requires otherwise, have the meanings ascribed to them in the Definitions section of the Canadian Anti-Doping Program.

- a) **Abuse-Free Sport (AFS):** Program created by the Sport Dispute Resolution Center of Ontario (SDRCC) in accordance with its mandate to establish an independent safe sport mechanism to implement the UCCMS.
- b) **Abuse-Free Sport Participant:** Individual participating in the operations Signatory's, activities and programs who is bound by the Abuse-Free Sport Participant Consent Form. Abuse-Free Sport Participant may include, without limitation, an athlete, a coach, an official, an athlete support personnel, an employee, a contractual worker, an administrator or a volunteer acting on behalf of, or representing the Signatory in any capacity.
- c) **Athlete** – an individual who is an Athlete Participant in the NSO who is subject to the policies of the NSO and to this Code.
- d) **Athlete Support Personnel** - any coach, trainer, manager, agent, team staff, official, medical, paramedical personnel, parent or any other person working with, treating or assisting an Athlete participating in or preparing for sports competition.
- e) **Bullying** – offensive behaviour and/or abusive treatment of Individuals that typically, but not always, involves an abuse of power.
- f) **Event** – an event sanctioned by the NSO or a Member, and which may include a social Event.
- g) **Harassment or harass** – a course of vexatious comment or conduct against an Individual or group, which is known or ought reasonably to be known to be unwelcome.
- h) **Member** – refers to the provincial/territorial organizations that are admitted as Members of the NSO per the NSO's By-laws.
- i) **NSO** – Ontario DanceSport
- j) **Office of the Sport Integrity Commissioner (OSIC)** – functionally independent division of the SDRCC, or designate responsible for administering the UCCMS for purposes of the Abuse-Free Sport program, which specific responsibilities include (i) administering the Complaint Management and the Sport Environment Assessment processes; (ii) maintaining the Registry; (iii) monitoring organizational compliance by Abuse-Free Sport Signatories and issuing reports as required, and (iv) acting as the central hub for Abuse-Free Sport. This definition shall take into account the transfer of OSIC outside the structure of the SDRCC once the transfer becomes effective.
- k) **Individuals** – refers to all categories of individual members and/or registrants defined in the By-laws of the NSO who are subject to the policies of the NSO, as well as all people employed by, contracted by, or engaged in activities with, the NSO including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, parents or guardians, spectators, committee members, or directors and officers.

- e) *“Organizational Participant”* – Refers to all categories of individual members and/or registrants defined in the By-laws of ODS who are subject to the policies of ODS, as well as all people employed by, contracted by, or engaged in activities with, ODS including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, judges, managers, administrators, parents or guardians, spectators, committee members, and Directors and Officers
- f) *“Parties”* – The Appellant, Respondent, and any other Organizational Participants affected by the appeal
- g) *“Respondent”* – The body whose decision is being appealed, or, in the case of an appeal of a written decision made per to the *Discipline and Complaints Policy*, the other party to the dispute.

Purpose

- 2. ODS is committed to providing an environment in which all Organizational Participants involved with ODS are treated with respect and fairness. ODS provides Organizational Participants with this *Appeal Policy* to enable fair, affordable, and expedient appeals of certain decisions made by ODS.
- 3. Further, some decisions made by the process outlined in ODS's *Discipline and Complaints Policy* may be appealed under this Policy.

Scope and Application of this Policy

- 4. This Policy applies to all Organizational Participants. Any Organizational Participant who is directly affected by a decision by ODS shall have the right to appeal that decision provided there are sufficient grounds for the appeal under the 'Grounds for Appeal' section of this Policy.
- 5. This Policy **will apply** to decisions relating to:
 - a) Eligibility
 - b) Selection
 - c) Conflict of Interest
 - d) Discipline
 - e) Membership
- 6. This Policy **will not apply** to decisions relating to:
 - a) Employment
 - b) Infractions for doping offenses
 - c) The rules of the sport
 - d) Selection criteria, quotas, policies, and procedures established by entities other than ODS

- e) Substance, content and establishment of team selection criteria
- f) Volunteer/coach appointments and the withdrawal or termination of those appointments
- g) Budgeting and budget implementation
- h) ODS's operational structure and committee appointments
- i) Decisions or discipline arising within the business, activities, or events organized by entities other than ODS (appeals of these decisions shall be dealt with pursuant to the policies of those other entities unless requested and accepted by ODS at its sole discretion)
- j) Decisions made by the Office for the Sport Integrity Commissioner ("OSIC")
- k) Commercial matters for which another appeals process exists under a contract or applicable law
- l) Decisions made under this Policy

Timing of Appeal

7. Organizational Participants who wish to appeal a decision have seven (7) days from the date on which they received notice of the decision to submit, in writing to ODS, the following:
 - a) Notice of the intention to appeal
 - b) Contact information and status of the appellant
 - c) Name of the respondent and any affected parties, when known to the Appellant
 - d) Date the appellant was advised of the decision being appealed
 - e) A copy of the decision being appealed, or description of decision if written document is not available
 - f) Grounds for the appeal
 - g) Detailed reasons for the appeal
 - h) All evidence that supports these grounds
 - i) Requested remedy or remedies
 - j) An administration fee of two hundred and fifty dollars (\$250) which is non-refundable
8. Should the administration fee as referred to in paragraph 7 j) be insufficient to cover the costs of the appeal, then ODS may charge additional fees to the appealing Organizational Participants.
9. An Organizational Participant who wishes to initiate an appeal beyond the seven (7) day period must provide a written request stating the reasons for an exemption. The decision to

allow, or not allow an appeal outside of the seven (7) day period will be at the sole discretion of the Appeal Manager and may not be appealed.

Grounds for Appeal

10. A decision cannot be appealed on its merits alone. An appeal may only be heard if there are sufficient grounds for appeal. Sufficient grounds include the Respondent:
 - a) Made a decision that it did not have the authority or jurisdiction (as set out in the Respondent's governing documents) to make
 - b) Failed to follow its own procedures (as set out in the Respondent's governing documents)
 - c) Made a decision that was influenced by bias (where bias is defined as a lack of neutrality to such an extent that the decision-maker appears not to have considered other views)
 - d) Failed to consider relevant information or took into account irrelevant information in making the decision
 - e) Made a decision that was unreasonable
11. The Appellant must demonstrate, on a balance of probabilities, that the Respondent has made a procedural error as described in the 'Grounds for Appeal' section of this Policy and that this error had, or may reasonably have had, a material effect on the decision or decision-maker.

Screening of Appeal

12. Upon receiving the notice of the appeal, the fee, and all other information (outlined in the 'Timing of Appeal' section of this Policy), ODS may suggest that the appeal be resolved using ODS' *Dispute Resolution Policy*.
13. Should the appeal not be resolved by using the *Dispute Resolution Policy*, ODS will appoint an independent Appeal Manager (who must not be in a conflict of interest) who has the following responsibilities:
 - a) Determine if the appeal falls under the scope of this Policy
 - b) Determine if the appeal was submitted in a timely manner
 - c) Decide whether there are sufficient grounds for the appeal
14. If the appeal is denied based on insufficient grounds, because it was not submitted in a timely manner, or because it did not fall under the scope of this Policy, the Appellant will be notified, in writing, of the reasons for this decision. This decision may not be appealed.
15. If the Appeal Manager is satisfied there are sufficient grounds for an appeal, the Appeal Manager will appoint an Appeals Panel which shall consist of a single Arbitrator, to hear the appeal. In extraordinary circumstances, and at the discretion of the Appeal Manager, a Panel of three persons may be appointed to hear the appeal. In this event, the Appeal Manager will appoint one of the Panel's members to serve as the Chair.

Determination of Affected Parties

16. To confirm the identification of any Affected Parties, the Appeal Manager will engage with ODS. The Appeal Manager may determine whether a party is an Affected Party in their sole discretion.

Procedure for Appeal Hearing

17. The Appeal Manager shall notify the Parties that the appeal will be heard. The Appeal Manager shall then decide the format under which the appeal will be heard. This decision is at the sole discretion of the Appeal Manager and may not be appealed.
18. If a Party chooses not to participate in the hearing, the hearing will proceed in any event.
19. The format of the hearing may involve an oral in-person hearing, an oral hearing by telephone or other electronic means, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods. The hearing will be governed by the procedures that the Appeal Manager and the Panel deem appropriate in the circumstances, provided that:
 - a) The hearing will be held within a timeline determined by the Appeal Manager
 - b) The Parties will be given reasonable notice of the day, time and place of the hearing
 - c) Copies of any written documents which the parties wish to have the Panel consider will be provided to all Parties in advance of the hearing
 - d) The Parties may be accompanied by a representative, advisor, or legal counsel at their own expense
 - e) The Panel may request that any other individual participate and give evidence at the hearing
 - f) The Panel may allow as evidence at the hearing any oral evidence and document or thing relevant to the subject matter of the appeal, but may exclude such evidence that is unduly repetitious and shall place such weight on the evidence as it deems appropriate
 - g) If a decision in the appeal may affect another party to the extent that the other party would have recourse to an appeal in their own right under this Policy, that party will become an Affected Party and will be bound by its outcome
 - h) The decision to uphold or reject the appeal will be by a majority vote of Panel members
20. In fulfilling its duties, the Panel may obtain independent advice.

Appeal Decision

21. The Panel shall issue its decision, in writing and with reasons, within fourteen (14) days after the hearing's conclusion. In making its decision, the Panel will have no greater authority than that of the original decision-maker. The Panel may decide to:

E. DISCIPLINE & COMPLAINTS POLICY

(the “Policy”)

PURPOSE

1. Individuals are expected to fulfill certain responsibilities and obligations including, but not limited to, complying with all policies, by-laws, rules, and regulations of Ontario DanceSport (“PSO”), as updated and amended from time to time.
2. Non-compliance with any of the PSO’s policies, by-laws, rules, or regulations, or those of its Members, as applicable, may result in the imposition of sanctions pursuant to this Policy.

APPLICATION

Application – General

3. This Policy applies to all Individuals and to any alleged breaches of the PSO’s policies, by-laws, rules or regulations, or any of those of its Members, that designate this Policy as applicable to address such alleged breaches.
4. In addition to being subject to disciplinary action pursuant to this Policy, an employee of the PSO who is a Respondent to a complaint may also be subject to consequences in accordance with the employee’s employment agreement or the PSO’s human resources policies, if applicable.

REPORTING

UCCMS Participants

5. Incidents that involve alleged Maltreatment or Prohibited Behaviour (as those terms are defined in the UCCMS) that occurred or continued as of January 31, 2023 involving a UCCMS Participant must be reported to the OSIC at <https://sportintegritycommissioner.ca/report> and will be addressed pursuant to the OSIC’s policies and procedures.
6. Incidents that involve alleged Maltreatment or Prohibited Behaviour that occurred before January 31, 2023 may be reported to the OSIC; however, the OSIC shall determine the admissibility of such complaints in accordance with the relevant and applicable OSIC Guidelines regarding the initial review and preliminary assessment, and the matter may only proceed pursuant to the OSIC’s procedures with the express consent of the Parties involved where the Parties have not been designated by the NSO as a UCCMS Participant.
7. If the Independent Third Party receives a complaint that they consider would otherwise fall within the above sections, they shall refer the matter to the OSIC and notify the individual(s) that made the complaint of such action.

Individuals

8. Any complaints involving alleged breaches of the NSO's policies that do not fall within Sections 5 or 6 above may be reported by an Individual to the Independent Third Party in writing [within 30 days of the occurrence of the incident² For the avoidance of doubt, this includes complaints referred back to the Independent Third Party by the OSIC following a determination made by the OSIC that a complaint initially reported to it does not fall within its jurisdiction. The OSIC is not required to comply with the deadline specified in this section.
9. Notwithstanding any provision in this Policy, the NSO may, at its discretion, or upon request by the Independent Third Party, act as the Complainant and initiate the complaint process under the terms of this Policy. In such cases, the NSO will identify an individual to represent the organization.
10. A Complainant who fears retribution or reprisal or who otherwise considers that their identity must remain confidential may file a complaint with the Independent Third Party and request that their identity be kept confidential. If the Independent Third Party considers that the Complainant's identity must remain confidential, the Independent Third Party may ask that the NSO take carriage of the complaint and act as the Complainant.³
11. In exceptional circumstances, the Independent Third Party may direct a complaint to be managed by the NSO if a Member is otherwise unable to manage the complaint for valid and justifiable reasons, such as a conflict of interest, due to a lack of capacity or where the Member does not have policies in place to address the complaint. In such circumstances, the NSO shall have the right to request that a cost-sharing agreement is entered into with the Member as a pre-condition to the NSO managing the complaint.
12. Where the Independent Third Party refers a matter to be managed by a Member or affiliated organization, or where a Member or affiliated organization is otherwise responsible for managing a matter (i.e., because they received the matter directly), and the Member and/or affiliated organization fails to conduct disciplinary proceedings within a reasonable timeline, the NSO may, at its discretion, take jurisdiction over the matter and conduct the necessary proceedings. In such circumstances, if the Internal Discipline Chair or External Discipline Panel decides that the NSO acted reasonably in taking jurisdiction over the matter, the NSO's costs to conduct the proceedings, including legal fees, shall be reimbursed by the Member and/or affiliated organization to the NSO.

² This timeline may be waived at the Independent Third Party's sole discretion if they consider that there were extenuating circumstances that prevented the Individual from Reporting their complaint within [14/21/30 days] of the occurrence of the incident. Any such decision by the Independent Third Party is not subject to appeal.

³ In such circumstances, the Complainant(s) may be required to provide evidence during the disciplinary process.

MINORS

13. Complaints may be brought by or against an Individual who is a Minor. Minors must have a parent/guardian or other adult serve as their representative during this process.
14. Communication from the Independent Third Party, Internal Discipline Chair or External Discipline Panel (as applicable) must be directed to the Minor's representative.
15. If the Minor's representative is not their parent/guardian, the representative must have written permission to act in such a capacity from the Minor's parent/guardian.
16. A Minor is not required to attend or participate in an oral hearing, if held, or participate in an investigation if conducted. In such circumstances, no adverse inference can be drawn against the Minor.

INDEPENDENT THIRD PARTY RESPONSIBILITIES

17. Upon receipt of a complaint, the Independent Third Party has a responsibility to:
 - a) Determine whether the complaint falls within the jurisdiction of this Policy and whether it has been submitted in accordance with the deadlines indicated herein;
 - b) Determine the appropriate jurisdiction to manage the complaint by considering the following:
 - i. whether the incident occurred within the business, activities, or Events of the NSO, or one of its Members or affiliated organizations; and
 - ii. if the Member or affiliated organization is able to manage the complaint process⁴.
 - c) Determine whether the complaint is frivolous, vexatious or if it has been made in bad faith⁵;

⁴ In making this assessment, the Independent Third Party may determine that the Member or affiliated organization lacks the capacity to manage the complaint (which may include financial and human resource capacity), that the Member or affiliated organization is not the appropriate instance to manage the complaint due to its seriousness (for example, clubs will not be expected to manage serious complaints due to the complexity of conducting such a process), or that a real or perceived conflict of interest exists within the Member or affiliated organization.

If the Independent Third Party determines that the Complaint or Report should be handled by a Member, PTSO or affiliated organization, that organization may use its own policies to address the complaint or may adopt this Policy and appoint its own Independent Third Party to fulfil the responsibilities listed herein. Where this Policy is adopted by a Member, PTSO or affiliated organization, any reference to Independent Third Party below shall be understood as a reference to the Independent Third Party of the PTSO or affiliated organization.

⁵ As indicated in the Sport Dispute Resolution Centre of Canada's Investigation Guidelines, a Reported complaint shall not be characterized as vexatious if the evidence demonstrates that there was a reasonable

- d) Determine if the alleged incident should be investigated pursuant to **Appendix A – Investigation Procedure**; and
- e) Choose which process (Process #1 or Process #2, as outlined below) should be followed to hear and adjudicate the matter.

Available Process

There are two different processes that may be used to hear and adjudicate complaints. Subject to Sections 5-7, the Independent Third Party decides which process will be followed at their discretion, and such decision is not appealable.

Process #1 - the complaint contains allegations involving the following behaviours:

- a) Disrespectful conduct or comments
- b) Minor acts of physical violence, unless the physical violence is between a Person in Authority and a Vulnerable Participant, in which case the matter will be addressed under Process #2
- c) Conduct contrary to the values of the NSO or those of one of its Members or affiliated organizations
- d) Non-compliance with the policies, procedures, rules, or regulations of the NSO or those of one of its Members or affiliated organizations
- e) Minor violations of the policies or bylaws of the NSO or those of one of its Members or affiliated organizations.

*** The behaviours identified above are examples only and are not a definitive list of behaviours that may be addressed through Process #1.

Process #2 - the complaint contains allegations involving the following behaviours:

- a) Repeated incidents described in Process #1
- b) Hazing
- c) Abusive, racist, or sexist comments, conduct or behaviour
- d) Incidents that constitute Prohibited Behaviour under the Code of Conduct and Ethics (the “Code”) or the UCCMS
- e) Major incidents of violence (e.g., fighting, attacking)

basis for filing and pursuing it. For a complaint to be considered to have been made in bad faith, the Independent Third Party must consider that it was filed consciously for a dishonest purpose or due to the moral underhandedness of the Complainant and that there was an intention to mislead.

- f) Pranks, jokes, or other activities that endanger the safety of others
- g) Conduct that intentionally interferes with a competition or with any athlete's preparation for a competition
- h) Conduct that intentionally damages the image, credibility, or reputation of the NSO or that of one of its Members or affiliated organizations
- i) Consistent disregard for the by-laws, policies, rules, or regulations of the NSO or those of one of its Members or affiliated organizations
- j) Major or repeated violations of the *Code* or any other policies, by-laws, rules or regulations that designate this *Discipline and Complaints Policy* as applicable to address such alleged breaches
- k) Intentionally damaging the property of the NSO, one of its Members or affiliated organizations, or improperly handling any of the aforementioned organizations' monies
- l) Abusive use of alcohol, any use or possession of alcohol by Minors, or use or possession of illicit drugs and narcotics
- m) A conviction for any *Criminal Code* offense

The behaviours identified above are examples only and are not a definitive list of behaviours that may be addressed through Process #2.

PROVISIONAL SUSPENSIONS

18. If it is considered appropriate or necessary on the basis of the circumstances, immediate discipline or the imposition of a Provisional Suspension or interim measures may be imposed against any Individual by the Independent Third Party after which further discipline or sanctions may be applied according to this Policy.
19. If an infraction occurs at a competition, it will be dealt with by the procedures specific to the competition, if applicable. Provisional Suspensions or interim measures may be imposed for the duration of a competition, training, activity, or Event only, or as otherwise determined appropriate by the Independent Third Party.⁶
20. Notwithstanding the above, the NSO and/or Independent Third Party may determine that an alleged incident is of such seriousness as to warrant the imposition of a Provisional Suspension of a Respondent pending completion of an investigation, assessment and/investigation by the OSIC, criminal process, the hearing, or a decision of the External Discipline Panel.

⁶ In-competition discipline or sanction imposed by the applicable official or authority does not prevent a 'Participant' from facing additional disciplinary proceedings under the Code.'

21. Any Respondent against whom a Provisional Suspension or interim measure is imposed may make a request to the Independent Third Party or External Discipline Panel (if appointed) to have the Provisional Suspension or interim measure lifted. In such circumstances, the NSO shall be provided with an opportunity to make submissions, orally or in writing, regarding the Respondent's request to have their Provisional Suspension lifted. Provisional Suspensions or interim measures shall only be lifted in circumstances where the Respondent establishes that it would be manifestly unfair to maintain the Provisional Suspension or interim measures against them.
22. Any decision not to lift a Provisional Suspension or interim measure shall not be subject to appeal.

Procedural Steps

PROCESS #1: Handled by Internal Discipline Chair

Internal Discipline Chair

23. Following the determination that the complaint or incident should be handled under Process #1, the Independent Third Party will appoint an Internal Discipline Chair⁷ who may:
 - a) Propose alternative dispute resolution techniques, if appropriate; and/or
 - b) Ask the Complainant and the Respondent for either written or oral submissions regarding the complaint or incident. Both Parties shall also have the right to submit to the Internal Discipline Chair any relevant evidence, including, but not limited to witness statements, documentary evidence or evidence from other media (i.e., photos, screenshots, videos or other recordings). Each Party shall have the right to receive the other Party's submissions and evidence, including the Complainant's complaint. In the case of oral submissions, each Party shall be present when such submissions are made (unless waived by a Party); and/or
 - c) Following receipt of the Parties' submissions, the Internal Discipline Chair may convene the Parties to a meeting, either in person or by way of video or teleconference to ask the Parties questions and to allow the Parties to ask questions of one another.
24. Following their review of the submissions and evidence related to the complaint, the Internal Discipline Chair shall determine if any of the incidents listed in Process #1 above have occurred and, if so, determine whether to impose a sanction and, if so, determine the appropriate sanction (see: **Sanctions**). If, after hearing the Parties and reviewing their submissions, the Internal Discipline Chair considers that none of the incidents listed in Process #1 above have occurred, they shall dismiss the complaint.
25. The Internal Discipline Chair will inform the Parties of the Internal Discipline Chair's decision, which shall be in writing and include reasons. The Internal Discipline Chair's

⁷ The appointed Internal Discipline Chair must be unbiased and not in a conflict of interest.

decision will take effect immediately, unless specified otherwise by the Internal Discipline Chair. Should the circumstances require a decision to be rendered immediately or within a short timeline, the Internal Discipline Chair may render a short decision, either orally or in writing, followed by a written reasoned decision.

26. Any decision rendered by the Internal Discipline Chair shall be provided to and maintained in the records of the relevant club, Member and the NSO. Decisions will be kept confidential by the Parties and the aforementioned organizations and shall be retained and discarded in accordance with the relevant and applicable privacy legislation.

PROCESS #2: Handled by Independent Third Party and External Discipline Panel

Independent Third Party

27. Following the determination that the complaint should be handled under Process #2, the Independent Third Party will propose the use of alternative dispute resolution methods, if appropriate. If the dispute is not resolved using alternative dispute resolution methods, the Independent Third Party will appoint an External Discipline Panel of one (1) person to hear the complaint. Thereafter, the Independent Third Party shall have the following responsibilities:
- a) Coordinate all administrative aspects of the process and set reasonable timelines
 - b) Provide administrative assistance and logistical support to the External Discipline Panel as required, including providing the External Discipline Panel with any information related to previously imposed disciplinary sanctions against the Respondent(s) of the policies of the NSO, any Member or any other sport organization that had authority over the Respondent
 - c) Provide any other service or support that may be necessary to ensure a fair and timely proceeding
28. The Independent Third Party will establish and adhere to timelines that ensure procedural fairness and that the matter is heard in a timely fashion.
29. If warranted based on the nature of the case, the Independent Third Party may, in their sole discretion, appoint an External Discipline Panel of three (3) people. When a three-person External Discipline Panel is appointed, the Independent Third Party will appoint one of the External Discipline Panel's members to serve as the Chair.
30. The Independent Third Party, in cooperation with the External Discipline Panel, will then decide the format under which the complaint will be heard. This decision may not be appealed. The format of the hearing may be an oral in-person hearing, an oral hearing by telephone or other communication medium, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods.

31. The hearing will be governed by the procedures that the Independent Third Party and the External Discipline Panel deem appropriate for the circumstances. The following procedural directions will apply:

- a) The determination of procedures and timelines, as well as the hearing duration, shall be as expedient and cost-efficient as possible in order to ensure that costs to the Parties and the NSO and/or the Member are reasonable
- b) The Parties will be given appropriate notice of the day, time, and place of the hearing
- c) Copies of any written documents which any of the Parties wishes to have the External Discipline Panel consider will be provided to all Parties, through the Independent Third Party, in advance of the hearing and in accordance with the timelines set by the Independent Third Party
- d) The Parties may engage a representative, advisor, translator, transcription services or legal counsel at their own expense
- e) The External Discipline Panel may request that any other individual participate and give evidence at the hearing
- f) If not a Party, the NSO and/or the relevant Member shall be allowed to attend the hearing as an observer and will be provided with access to any documents submitted. With the permission of the External Discipline Panel, the NSO and/or the relevant Member may make submissions at the hearing or may provide the discipline panel with clarifying information that may be required for the External Discipline Panel to render its decision⁸
- g) The External Discipline Panel shall allow any evidence at the hearing filed by the Parties and may exclude any evidence is unduly repetitious or otherwise an abuse of process. The External Discipline Panel shall otherwise apply relevant and applicable evidentiary rules in relation to the admissibility and weight given to evidence filed by the parties
- h) Nothing is admissible in evidence at a hearing that:
 - i. would be inadmissible in a court by reason of any privilege under the law of evidence; or
 - ii. is inadmissible by any statute.

⁸ The purpose of this provision is not to provide the NSO or a Member with the possibility to try to influence whether a sanction is imposed and, if so, the duration or nature of the sanction. Instead, this provision is intended to provide the NSO or a Member with the possibility to provide the discipline panel with clarifying information when the parties have sought a particular sanction against an Individual, but they have misunderstood or misrepresented fundamental elements of the programming or membership structure (or other similar issues) and, if left unaddressed, could result in the discipline panel imposing a sanction that is unenforceable.

- i) The decision will be by a majority vote of the External Discipline Panel when the Panel consists of three people.
32. If the Respondent acknowledges the facts of the incident(s), the Respondent may waive the hearing, in which case the External Discipline Panel will determine the appropriate sanction. The External Discipline Panel may still hold a hearing for the purpose of determining an appropriate sanction.
33. The process will proceed if a Party chooses not to participate in the hearing.
34. If a decision may affect another Party to the extent that the other Party would have recourse to a complaint or an appeal in their own right, that Party will become a Party to the complaint, shall be permitted to participate in the proceedings as determined by the External Discipline Panel, and will be bound by the decision.
35. In fulfilling its duties, the External Discipline Panel may obtain independent advice.

DECISION

36. After hearing the matter, the External Discipline Panel will determine whether an infraction has occurred and, if so, the sanctions to be imposed. If the External Discipline Panel considers that an infraction has not occurred, the complaint will be dismissed.
37. Within fourteen (14) days of the conclusion of the hearing, the External Discipline Panel's written decision, with reasons, will be distributed to all Parties by the Independent Third Party, including to the NSO and the relevant Member(s).
38. In extraordinary circumstances, the External Discipline Panel may first issue a verbal or summary decision soon after the conclusion of the hearing, with the full written decision to be issued before the end of the fourteen (14) day period.
39. The External Discipline Panel's decision will come into effect as of the date that it is rendered, unless decided otherwise by the External Discipline Panel. The External Discipline Panel's decision will apply automatically to the NSO and all of its Members and associated organizations.
40. Unless the matter involves a Vulnerable Participant, once the appeal deadline in the *Appeal Policy* has expired, the NSO or the Member (as applicable) shall publish on their website the outcome of the case, the provision(s) of the relevant policies that have been violated, the name(s) of the Individual(s) involved and the sanction(s) imposed, if any. If the matter is appealed, the publication provisions in the *Appeal Policy* shall apply. Identifying information regarding Minors or Vulnerable Participants will never be published by the NSO or one of its Members.
41. If the External Discipline Panel dismisses the complaint, the information referred to in Section 40 above may only be published with the Respondent's consent. If the Respondent does not provide such consent, the information referred to in Section 40 above will be kept

confidential by the Parties, the Independent Third Party, the NSO and the Member (including the Respondent's club) and shall be retained and discarded in accordance with the relevant and applicable privacy legislation. Failure to respect this provision may result in disciplinary action being taken pursuant to this *Policy*.

42. Other individuals or organizations, including but not limited to, Members, Provincial/Territorial sport organizations, sport clubs, etc., shall be advised of the outcome of any decisions rendered in accordance with this Policy.
43. Records of all decisions will be maintained by the NSO in accordance with their Privacy Policy.
44. When the External Discipline Panel imposes a sanction, the decision shall include, at a minimum, the following details:
 - a) Jurisdiction;
 - b) Summary of the facts and relevant evidence;
 - c) Where applicable, the specific provision(s) of the NSO's policies, bylaws, rules or regulations that have been breached;
 - d) Which Party or organization is responsible for the costs of implementing any sanction;
 - e) Which organization is responsible for monitoring that the sanctioned individual respects the terms of the sanction;
 - f) Any reinstatement conditions that the Respondent must satisfy (if any);
 - g) Which organization is responsible for ensuring that the conditions have been satisfied; and,
 - h) Any other guidance that will assist the Parties to implement the External Discipline Panel's decision.

If necessary, a Party – or the organization that is responsible for implementing or monitoring a sanction – may seek clarifications from the External Discipline Panel regarding the order so that it can be implemented or monitored appropriately.

SANCTIONS

45. When determining the appropriate sanction, the Internal Discipline Chair or External Discipline Panel, as applicable, will consider the following factors (where applicable):
 - a) The nature and duration of the Respondent's relationship with the Complainant, including whether there is a power imbalance;

- b) The Respondent's prior history and any pattern of misconduct, Prohibited Behaviour or Maltreatment;
 - c) The respective ages of the individuals involved;
 - d) Whether the Respondent poses an ongoing and/or potential threat to the safety of others;
 - e) The Respondent's voluntary admission of the offense(s), acceptance of responsibility for the misconduct, Prohibited Behaviour or Maltreatment, and/or cooperation in the investigative and/or disciplinary process of the NSO;
 - f) Real or perceived impact of the incident on the Complainant, sport organization or the sporting community;
 - g) Circumstances specific to the Respondent being sanctioned (e.g. lack of appropriate knowledge or training regarding the requirements in the *Code*; addiction; disability; illness);
 - h) Whether, given the facts and circumstances that have been established, continued participation in the sport community is appropriate;
 - i) A Respondent who is in a position of trust, intimate contact or high-impact decision-making may face more serious sanctions; and/or
 - j) Other mitigating or aggravating circumstances.
46. Any sanction imposed must be proportionate and reasonable. However, progressive discipline is not required, and a single incident of Prohibited Behaviour, Maltreatment or other misconduct may justify elevated or combined sanctions.
47. The Internal Discipline Chair or External Discipline Panel, as applicable, may apply the following disciplinary sanctions, singularly or in combination:
- a) **Verbal or Written Warning** - A verbal reprimand or an official, written notice that an Individual has violated the *Code* and that more severe sanctions will result should the Individual be involved in other violations
 - b) **Education** - The requirement that an Individual undertake specified educational or similar remedial measures to address the violation(s) of the *Code* or the UCCMS
 - c) **Probation** - Should any further violations of the *Code* or the UCCMS occur during the probationary period, this may result in additional disciplinary measures, including, without limitation, a period of suspension or permanent ineligibility. This sanction can also include loss of privileges or other conditions, restrictions, or requirements for a specified period

- d) **Suspension** - Suspension, either for a set time or until further notice, from participation, in any capacity, in any program, activity, Event, or competition sponsored by, organized by, or under the auspices of the NSO. A suspended Individual may be eligible to return to participation, but reinstatement may be subject to certain restrictions or contingent upon the Individual satisfying specific conditions noted at the time of suspension
- e) **Eligibility Restrictions** - Restrictions or prohibitions from some types of participation but allowing participation in other capacities under strict conditions
- f) **Permanent Ineligibility** - Ineligibility to participate in any capacity in any program, activity, Event, or competition sponsored by, organized by, or under the auspices of the NSO
- g) **Other Discretionary Sanctions** - Other sanctions may be imposed, including, but not limited to, other loss of privileges, no contact directives, a fine or a monetary payment to compensate for direct losses, or other restrictions or conditions as deemed necessary or appropriate

48. The Internal Discipline Chair or External Discipline Panel, as applicable, may apply the following presumptive sanctions which are presumed to be fair and appropriate for the listed Maltreatment:

- a) Sexual Maltreatment involving a Minor Complainant, or a Complainant who was a Minor at the time of the incidents complained of, shall carry a presumptive sanction of permanent ineligibility
- b) Sexual Maltreatment, Physical Maltreatment with contact, and Maltreatment related to interference or manipulation of process shall carry a presumptive sanction of either a period of suspension or eligibility restrictions
- c) While a Respondent has pending charges allegations of a crime against a person, if justified by the seriousness of the offence, the presumptive sanction shall be a period of suspension until a final determination is made by the applicable process.

49. An Individual's conviction for certain *Criminal Code* offenses involving harmful conduct shall carry a presumptive sanction of permanent ineligibility from participating with the NSO. Such *Criminal Code* offences may include, but are not limited to:

- a) Any child pornography offences
- b) Any sexual offences
- c) Any offence of physical violence

50. Failure to comply with a sanction as determined by the External Discipline Panel will result in an automatic suspension until such time as compliance occurs.

F. PRIVACY POLICY

Ontario DanceSport (ODS) is a national, private, not-for-profit organization committed to promote DanceSport in Ontario. It is responsible for all aspects of Ontario's involvement in DanceSport in the ODS Recognized competitions, Ontario Championships, ODS athletes attending Canadian Championships, ODS athletes attending WDSF World Championships and a wide variety of programs that promote DanceSport in Ontario.

1. Objectives of this Privacy Policy

This Privacy Policy explains how ODS (“we” or “us”) collect, use, and disclose your personal information – including when you:

- Apply for an opportunity including a job, board, committee or volunteer or a variety of programs and competitions related opportunity
- Participate in ODS activities, initiatives, competitions, events
- Use our social media channels
- Communicate with us (together, the “Purposes”).

The Privacy Policy aims to assist you in understanding how we collect, use, and safeguard the personal information that you provide to us and to assist you in making informed decisions when communicating with us and receiving news or related content from us.

2. What's in this Privacy Policy?

This Privacy Policy covers the following topics:

- Privacy Statement Updates
- Meaning of Personal Information
- Personal Information We Collect
- How We Use Your Personal Information
- How We Share Your Personal Information
- International Transfer and Storage of Information
- Links to External Services
- Retention of Personal Information
- Protecting Your Personal Information
- Your Rights
- Withdrawing Your Consent

3. Privacy Statement Updates

This Privacy Policy describes the way that ODS will, subject to applicable legal requirements, adhere to all relevant federal and provincial legislative privacy requirements. This Privacy Policy may be updated or modified from time to time by ODS to account for the introduction of new technologies or applicable laws and regulations.

4. What is Personal Information?

Personal information is information about an identifiable individual and could include, for example, the name, date of birth, home address, phone number, personal e-mail address, marital status, or other personal information about such identifiable individual.

5. What Personal Information Do We Collect?

Generally, we obtain your consent to collect, use or disclose personal information. Consent can be provided electronically or it can be implied where the purpose for collecting, using or disclosing your personal information would be considered obvious and you voluntarily provide personal information for that purpose. Consent may also be implied where we give you notice and a reasonable opportunity to opt-out of having your personal information being used, and you do not

opt-out. Subject to certain exceptions, you can withhold your consent for ODS to use your personal information in certain ways – and you can do so by contacting us. Your decision to withhold your

consent to certain uses of personal information may restrict our ability to provide particular Purposes, services or functionality.

6. How Do We Use Your Personal Information?

Some of the purposes for which ODS may collect, use, and disclose your personal information are:

- To facilitate communication with you
- To process any of your requests for information
- To administer participation in competitions, programs, initiatives, events
- For events planning and operations

By signing up to take part in programs, initiatives or events that we may initiate, or to receive online and/or e-mail communications, we may use the information that you provide to operate and facilitate such programs, initiatives, events and communications.

7. Who Do We Share Your Personal Information With?

To administer services and operations, certain personal information may be shared with, or accessed by, authorized third-party service providers. Your personal information will be provided to such third-party service providers only to enable the proper administration of such services and operations.

Additionally, we may use and disclose your information when we believe such use or disclosure is permitted, necessary or appropriate: (a) under applicable law, including laws outside your country of residence; (b) to comply with legal process; (c) to respond to requests from public and government authorities, including public and government authorities outside your country of residence; (d) to enforce the terms of the agreements for our services; (e) to protect our rights, operations or property; and (f) to allow us to pursue available remedies or limit the damages that we may sustain.

8. How Do We Handle International Transfer and Storage of Information?

The personal information that we collect from you may be transferred to, and/or stored at, a destination outside of Ontario for processing by third-party service providers contracted by us. In such cases, it will then be subject to the laws of that foreign jurisdiction, which may permit disclosure of personal information to authorities in that jurisdiction. We will take reasonable steps to ensure that your data is treated securely and in accordance with this Privacy Policy.

9. Links to Other Sites

Our website may contain links to other websites, applications or digital products that are not operated by ODS. ODS has no responsibility for, control over, or liability for those websites or internet resources, or their collection, use, and disclosure of your personal information. We recommend that you refer to the privacy policy and terms of use contained in any linked site that you choose to go to and that you familiarize yourself with that website's terms and conditions of use.

10. How Long Do We Retain Your Personal Information?

ODS will retain your personal information only for as long as it is necessary to fulfill the identified purposes, or a legal or business purpose in accordance with this Privacy Policy.

11. How Do We Protect Your Personal Information?

4. Matters reported under the terms of this Policy may be referred directly to law enforcement agencies.

Application of this Policy

5. This Policy applies to all Participants.

Conduct and Behaviour

6. All conduct and behaviour occurring on Social Media must comply with the *Code of Conduct and Ethics*.
7. Participants may not engage in the following behaviour on Social Media:
 - a) Posting a disrespectful, hateful, harmful, disparaging, or insulting comment on a social medium.
 - b) Posting a picture, altered picture, or video on a social medium that is harmful, disrespectful, insulting, embarrassing, suggestive, provocative, or otherwise offensive.
 - c) Creating or contributing to a Facebook group, webpage, Instagram account, Twitter feed, blog, or online forum devoted solely or in part to promoting negative or disparaging remarks or commentary about ODS or its stakeholders or reputation
 - d) Any instance of cyber-bullying or cyber-harassment where incidents of cyber-bullying and cyber-harassment can include but are not limited to the following conduct on any social medium, via text message, or via email: regular insults, negative comments, vexatious behaviour, pranks or jokes, threats, posing as another person, spreading rumours or lies, or other harmful behaviour.

Participants Responsibilities

8. Participants should be aware that their Social Media activity may be viewed by anyone; including ODS.
9. If ODS unofficially engages with a Participant in Social Media (such as by retweeting a tweet or sharing a photo on Facebook) the Participant may, at any time, ask ODS to cease this engagement.
10. When using Social Media, a Participant must model appropriate behaviour befitting the Participant's role and status in connection with ODS.
11. Removing content from Social Media after it has been posted (either publicly or privately) does not excuse the Participant from being subject to the *Discipline and Complaints Policy*.
12. An individual who believes that a Participant's Social Media activity is inappropriate or may violate policies and procedures should report the matter to ODS in the manner outlined by the *Discipline and Complaints Policy*.

The ODS's Responsibilities

13. ODS has a responsibility to understand if and how Persons in Authority and Athletes are using Social Media to communicate with each other. Persons in Authority and Athletes may need to be reminded that behaviour in Social Media is still subject to the *Code of Conduct and Ethics* and *Social Media Policy*.
14. Complaints and concerns about the behaviour of a Person in Authority or Athlete in Social Media can be addressed under the *Discipline and Complaints Policy*.

Guidelines

15. The Guidelines in this section provide Persons in Authority and Athletes with tips and suggestions for Social Media use. Persons in Authority and Athletes are strongly encouraged to develop their own strategy for Social Media use (either written down or not) and ensure that their strategy for Social Media use is acceptable pursuant to the *Code of Conduct and Ethics*.
16. Given the nature of Social Media as a continually developing communication sphere, ODS trusts its Persons in Authority and Athletes to use their best judgment when interacting with Social Media.

Social Media Guidelines for Persons in Authority

17. Persons in Authority should consider the following guidelines to inform their own strategy for Social Media use:
 - a) With Minor Athletes, ensure that parents/guardians are aware if some interactions may take place on Social Media and the context for those interactions, and give parents/guardians the option to prohibit or restrict communication in this space
 - b) Attempt to make communication with Athletes in Social Media as one-sided as possible. Be available for Athletes if they initiate contact – Athletes may wish to have this easy and quick access to you – but avoid imposing yourself into an Athlete’s personal Social Media space
 - c) Ensure all Social Media communication is professional, unambiguous, and on-topic. Avoid emojis and unspecific language that can be interpreted in multiple ways
 - d) Choosing not to engage with Social Media is an acceptable strategy. Be prepared to inform Athletes (and/or parents/guardians) why you will not engage in this space and explain which media you will use to communicate with them
 - e) Athletes will search for your Social Media accounts. Be prepared for how you will respond when an Athlete attempts to interact with you on Social Media
 - f) Annually review and update the privacy settings on all your Social Media accounts
 - g) Consider monitoring or being generally aware of Athletes’ public Social Media behaviour to ensure compliance with *Code of Conduct and Ethics* and this Policy
 - h) Never demand access to an Athlete’s private posts on Twitter, Instagram, or Facebook
 - i) Do not send friend requests to Athletes. Never pressure Athletes to send you a friend request or follow your Social Media accounts

- j) If you accept a friend request from one Athlete, you should accept these requests from all Athletes. Be careful not to show favouritism on Social Media
- k) Consider managing your Social Media so that Athletes do not have the option to follow you on Twitter or send you a friend request on Facebook
- l) Do not identify Minor Athletes on publicly available Social Media
- m) Seek permission from adult Athletes before identifying them on publicly available Social Media
- n) Avoid adding Athletes to Snapchat and do not send snapchats to Athletes
- o) Do not post pictures or videos of Minor Athletes on your private Social Media accounts
- p) Be aware that you may acquire information about an Athlete that imposes an obligation of disclosure on your part (such as seeing pictures of Minor Athletes drinking during a trip)
- q) If selection decisions and other official team business are announced on Social Media, ensure they are also posted on a less-social medium like a website or distributed via email
- r) Never require Athletes to join Facebook, join a Facebook group, subscribe to a Twitter feed, or join a Facebook page about your team or organization
- s) If you create a page on Facebook or Instagram for your team or Athlete, do not make this Social Media site the exclusive location for important information. Duplicate important information in less-social channels (like on a website or via email)
- t) Exercise appropriate discretion when using Social Media for your own personal communications (with friends, colleagues, and other Persons in Authority) with the knowledge that your behaviour may be used as a model by Athletes
- u) Avoid association with Facebook groups, Instagram accounts, or Twitter feeds with explicit sexual conduct or viewpoints that might offend or compromise your relationship with an Athlete
- v) Never misrepresent yourself by using a fake name or fake profile

Social Media Guidelines for Athletes

18. The following tips should be used by Athletes to inform their own strategy for Social Media use:

- a) Set your privacy settings to restrict who can search for you and what private information other people can see.
- b) Coaches, teammates, officials, or opposing competitors may all add you to Facebook or follow you on Instagram or Twitter. You are not required to follow anyone or be Facebook friends with anyone.

1. DEFINITIONS:

Access: Refers to the ability of all Registrants, staff and potential athletes, to be able to access and participate in any of the organizational activities of ODS.

Conduct: The manner in which a person behaves, especially on a particular occasion or in a particular context.

Equality: For the purposes of this policy is defined as "of the same quantity, size, number, degree, value, intensity" and "having the same rights, privileges, ability, rank, etc."

Equity: For the purposes of this policy is defined as "justice, impartiality; the giving or desiring to give each person their due; anything that is fair."

Event: Means any ODS Recognized competition, program or ODS-organized activity.

Inclusion: Inclusion is recognizing our universal "oneness" and interdependence. Inclusion is recognizing that as people, we are "one" even though we are not the "same". The act of inclusion means fighting against exclusion - i.e., racism, sexism, ableism, etc., Inclusion also involves assuring that support systems (where applicable, adaptive equipment, etc., are available to those who need such support.

Registrants: Those individuals who participate in the activities of ODS. Registrants include athletes, coaches, officials, administrators, volunteers, directors, officers, committee members and individuals recognized previously by the organization. In all cases, such individuals are registered with a ODS club, a Member or with the organization directly. The term Registrant is also taken to mean ODS clubs that are registered with the organization's Members. Registrants are not members of the organization but may be charged registration fees in order to participate in the programs and activities of the organization.

Sports Equity: Refers to fairness in sport, equality of access, recognizing inequalities and taking steps to address them. It is the principle and process of allocating resources, programs, opportunities and decision making fairly. It is about changing the culture and structure of sport to ensure that it becomes equally accessible to all members of society, whatever their age, ability, sex (gender), sexual orientation, sexual identification, race, ethnicity, family status or social/economic status.

2. APPLICATION OF POLICY

- a. ODS will work to ensure that inclusion and sport equity are key considerations when developing, updating or delivering ODS policies, governance, programs, projects and services.
- b. Leadership and Administration: ODS will ensure its by-laws use sex (gender) neutral language.
- c. ODS Inclusion Policy: ODS will ensure, at all levels within the organization there is equal opportunity to participate, compete, coach, officiate, administer, organize, lead, and instruct in a fair, and an unbiased environment.
- d. ODS shall declare publicly that it is an equal opportunity employer and respects the principles of pay equity in relationship to salaried employees.
- e. ODS shall practice non-discriminatory interview techniques and pay equity.
- f. ODS shall strive to have an inclusive balance of representation comprising its Board of Directors and committees.

3. EDUCATION AND PREVENTION

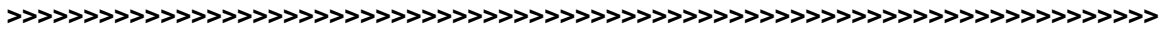
- a. ODS believes that an effective education program is a cornerstone to achieving success of this policy, and equity in the ODS. Efforts will be made to raise the awareness and understanding of the importance of equity and inclusion, within ODS.

- b. ODS representatives participating at meetings both internal and external to the organization shall understand and be committed to the principles of inclusion and sport equity as set out in this policy, and actions at these meetings should reflect these principles.

- c. ODS shall strive to have inclusive and balanced representation on its delegations to external forums and conferences.

- d. ODS shall not solicit nor accept sponsorship from companies that discriminate against any of the following: persons with disabilities, girls and women, Indigenous populations, minority groups, or persons based on their sexual orientation or sexual identification.

- e. ODS shall continue to support the objectives of organizations that are concerned with the status of persons with disabilities, girls and women, Indigenous and Aboriginal populations or minority groups.



I. CDS Screening Policy

Purpose

- 1. Screening of personnel and volunteers is an important part of providing a safe environment among sport organizations which provide programs and services to children and youth, Ontario DnceSport (CDS) is responsible, at law, to do everything reasonable to provide a safe and secure environment for participants in its programs, activities and events. CDS takes very seriously, and is committed to, fulfilling the duty of care it owes to its young athletes.
- 2. The purpose of screening is to identify individuals within CDS who pose a risk to children, and other athletes.

Policy Statement

- 3. Not all personnel affiliated with CDS will be required to undergo screening through a Police Records Check (“PRC”), as not all positions pose a risk of harm to CDS or its members.

- 4. Persons who will be subject to screening through a PRC are those who work closely with minor athletes and who occupy positions of trust and authority within CDS programs. Such ‘designated positions’ include:
 - a. All individuals in paid staff positions;
 - b. All persons affiliated with provincial teams, whether paid or volunteer; and
 - c. Any staff person, board member or volunteer appointed to accompany a CDS team to an event or competition whether as a coach, manager, chaperone, driver or official in another role.

- 5. It is the CDS’s policy that:
 - a. PRCs will be mandatory for all persons in ‘designated positions’. There will be no exceptions.
 - b. Failure to participate in the PRC process as outlined in this policy will result in ineligibility for the ‘designated position’.
 - c. CDS will not knowingly fill a ‘designated position’ with a person who has a conviction for a ‘relevant offence’ as defined in this policy.

- d. If a person in a 'designated position' subsequently receives a conviction for, or be found guilty of, a relevant offences, he/she will report this circumstance immediately to CDS.

Screening Committee

6. The implementation of this policy is the responsibility of the Screening Committee, a committee of three persons appointed by the Board of Directors for a term of two years.

7. The Screening Committee will carry out its duties in an independent manner and at arms-length from the Board of Directors and the staff of the CDS.

8. The Screening Committee is responsible for receiving and reviewing all PRCs and, based on such reviews, making decisions regarding the appropriateness of individuals occupying 'designated positions'. The Screening Committee may approve an individual's participation in a 'designated position', may deny an individual's participation in a 'designated position' or may approve an individual's participation in a 'designated position' subject to terms and conditions as the Screening Committee deems appropriate.

9. In carrying out its duties, the Screening Committee may consult with independent experts including lawyers, police, risk management consultants or volunteer screening specialists. The decisions of the Screening Committee are final and binding and may not be appealed.

Procedure

10. Each person subject to this policy will apply for and obtain a PRC at their local police detachment. If there is a charge to obtain the PRC, CDS will **not** reimburse the person for such expense.

11. Each person subject to this policy will submit the original copy of their PRC to the Screening Committee, c/o CDS at its head office, in an envelope marked 'Confidential'.

12. The Screening Committee will review all PRCs received and will determine whether the PRC reveals a relevant offence. The Screening Committee will render its decision in accordance with paragraph 8 and will notify the person and CDS of its decision in writing. The original copy of the PRC will be destroyed or returned to the person who supplied it.

13. PRCs are valid for a period of two years.

Relevant Offences

14. For the purposes of this policy, a 'relevant offence' is any of the following offences for which pardons have not been granted:

- a. If imposed in the last five years:
 - i. Any criminal offence involving the use of a motor vehicle, including but not limited to impaired driving; or
 - ii. Any violations for trafficking under the Controlled Drug and Substances Act.
- b. If imposed in the last ten years:
 - i. Any crime of violence including but not limited to, all forms of assault;
or
 - ii. Any criminal offence involving a minor or minors.
- c. If imposed at any time:
 - i. Any criminal offence involving the possession, distribution, or sale of any child-related pornography;

What should I do if I think I might have a concussion?

You should stop playing right away. Continuing to play increases your risk of more severe, longer-lasting concussion symptoms, as well as increases your risk of other injury.

Tell a coach, parent, official, or other responsible person that you are concerned you might have a concussion. You should not be left alone and should be seen by a doctor as soon as possible that day.

You should not drive.

If you lose consciousness, an ambulance should be called to take you to a hospital immediately. Do not return to play the same day.

What should I do if I think my teammate might have a concussion?

If another athlete tells you about symptoms or if you notice signs they might have a concussion, tell a coach, parent, official or other responsible person. They should not be left alone and should be seen by a doctor as soon as possible that day.

If another athlete is knocked out, an ambulance should be called to take them to a hospital immediately.

How long will it take to get better?

The signs and symptoms of a concussion usually last for one to four weeks, but may last longer. In some cases, it may take many weeks or months to heal. If you have had a previous concussion, you may take longer to heal.

If your symptoms are persistent (i.e., last longer than four weeks if you're under 18 or last longer than two weeks if you're 18 or older) you should be referred to a healthcare professional who is an expert in the management of concussion.

How is concussion treated?

After an initial short period of rest (24 to 48 hours), light cognitive and physical activity can begin, as long as these don't worsen your symptoms.

As you're recovering from concussion, you should not do any activities that may make your symptoms worse. This might mean limiting activities such as exercising, driving, and screen time on your phone or other devices. If mental activities (e.g., reading, using the computer) worsen your symptoms, you might have to stay home from school or work.

Recovering from concussion is a process that takes patience. Going back to activities before you are ready is likely to make your symptoms worse, and your recovery may take longer.

When should I go to the doctor?

Anyone with a possible head injury should be seen by a doctor as soon as possible. If you are diagnosed with a concussion, your doctor should schedule a follow-up visit with you within the next one to two weeks.

You should go back to the doctor immediately if, after being told you have a concussion, you have worsening symptoms, such as:

- being more confused
- headache that is getting worse
- vomiting more than twice
- not waking up
- having any trouble walking
- having a seizure
- strange behaviour

When can I return to school/work?

You may find it hard to concentrate in class/work, may get a worse headache, or feel sick to your stomach. You should stay home from school/work if being in class makes your symptoms worse.

Once you feel better, you can try going back to school/work part-time to start (i.e., for half days) and if you are OK with that, then you can go back full time.

On average, students/people with concussion miss one to four days of school/work. Each concussion is unique, so you may progress at a different rate than other people you know.

The Return-to-School Strategy provides information on the stages of returning to the classroom. Remember, return to school must come before full return to sport.

When can I return to sport?

It is very important that you do not go back to full participation in sport if you have any concussion signs or symptoms. Return to sport and physical activity must follow a step-wise approach.

In this approach:

- Each stage is at least 24 hours.
- Move on to the next stage when you can tolerate activities without new or worsening symptoms.
- If any symptoms worsen, stop and go back to the previous stage for at least 24 hours.

Stage 1: After an initial 24 to 48 hours of rest, light cognitive and physical activity can begin, as long as these don't worsen your symptoms. Start with daily activities like moving around your home and simple chores, such as making your bed.

Stage 2: Light aerobic activity such as walking or stationary cycling, for 10 to 15 minutes. Don't do any resistance training or other heavy lifting.

Stage 3: Individual sport-specific exercise with no contact for 20 to 30 minutes (e.g., running, throwing). Don't do any resistance training.

Stage 4: Begin practising with no contact (no checking, no heading the ball, etc.). Add in more challenging drills. Start to add in resistance training.

Stage 5: Participate in practice with contact, once cleared by a doctor.

Stage 6: Full game play or competition.

The Return-to-Sport Strategy provides more information on the stages of returning to sport.

Never return to sport until cleared by a doctor!

Returning to active play before full recovery from concussion puts you at higher risk of sustaining another concussion, with symptoms that may be more severe and last longer.

Additional Resources

Available at parachute.ca/concussion:

- Return-to-School Strategy: <https://parachute.ca/wp-content/uploads/2019/06/Return-to-School-Strategy.pdf>

