



CONSTITUTION

SNOW AUSTRALIA LIMITED

Date: March 2021

Lex Sportiva
PO Box 1059
HAMPTON NORTH VIC 3188
M. 0428 082 087
E. lexsportiva@icloud.com



TABLE OF CONTENTS

1.	NAME	1
2.	OBJECTS OF THE COMPANY	1
3.	POWERS OF THE COMPANY	2
4.	APPLICATION OF INCOME	2
5.	ADDITION ALTERATION OR AMENDMENT	2
6.	LIABILITY OF MEMBERS.....	3
7.	MEMBERS' CONTRIBUTIONS.....	3
8.	DISTRIBUTION OF PROPERTY ON WINDING UP	3
9.	INTERPRETATION.....	3
10.	MEMBERS	5
11.	EFFECT OF MEMBERSHIP	6
12.	SUBSCRIPTION AND FEES	7
13.	DISCONTINUANCE OF MEMBERSHIP	7
14.	DISCIPLINE OF MEMBERS	7
15.	ANNUAL GENERAL MEETING	8
16.	SPECIAL GENERAL MEETINGS	8
17.	NOTICE OF GENERAL MEETINGS.....	8
18.	ENTITLEMENT TO ATTEND GENERAL MEETING	8
19.	BUSINESS OF GENERAL MEETINGS	8
20.	BUSINESS TO BE TRANSACTED	9
21.	NOTICES OF MOTION.....	9
22.	SPECIAL GENERAL MEETINGS MAY BE HELD	9
23.	REQUISITION OF SPECIAL GENERAL MEETINGS	9
24.	PROCEEDINGS AT GENERAL MEETINGS.....	9
25.	VOTING PROCEDURE	10
26.	RECORDING OF DETERMINATIONS	10
27.	WHERE POLL DEMANDED	10
28.	RESOLUTIONS AT GENERAL MEETINGS	10
29.	MINUTES	10
30.	VOTING AT GENERAL MEETINGS	11
31.	PROXY VOTING	11
32.	THE BOARD.....	11
33.	ELECTION OF DIRECTORS AND TERM OF OFFICE	11
34.	REMUNERATION OF DIRECTORS	13
35.	VACATION OF OFFICE OF DIRECTOR	13
36.	MANAGEMENT OF THE COMPANY	13

37.	CHIEF EXECUTIVE OFFICER	13
38.	GENERAL POWERS OF THE BOARD	14
39.	OFFICIAL SEALS	14
40.	NEGOTIABLE INSTRUMENTS	14
41.	MINUTES	14
42.	REGISTERS	15
43.	HOLDING BOARD MEETINGS	15
44.	HOLDING OF OTHER OFFICES	15
45.	DIRECTORS' INTERESTS	15
46.	DISCLOSURE OF INTERESTS	15
47.	GENERAL DISCLOSURE	15
48.	RECORDING DISCLOSURES	16
49.	INTERESTED DIRECTOR MAY NOT VOTE	16
50.	QUORUM	16
51.	CHAIR OF BOARD MEETINGS	16
52.	COMMITTEES AND DISCIPLINES	16
53.	VOTES AT BOARD MEETINGS	17
54.	VALIDITY OF DIRECTORS' ACTS	17
55.	WRITTEN RESOLUTION	17
56.	MANNER OF HOLDING MEETINGS	17
57.	COMMON SEAL	17
58.	EXECUTION UNDER COMMON SEAL	17
59.	EXECUTION WITHOUT COMMON SEAL	17
60.	DIRECTORS' INTERESTS	18
61.	ACCOUNTING RECORDS	18
62.	ACCESS TO RECORDS	18
63.	AUDITOR	18
64.	GIVING OF NOTICES	18
65.	ENTITLEMENT TO NOTICES	18
66.	EXTENT OF INDEMNITY	19
67.	REGULATIONS	19

CORPORATIONS ACT
COMPANY LIMITED BY GUARANTEE
SNOW AUSTRALIA LIMITED

1. NAME

The name of the company is Snow Australia Limited (**Company**).

2. OBJECTS OF THE COMPANY

The Company is established to:

- (a) become and remain the only Australian affiliate of the Federation International de Ski or its successor or assign (**FIS**);
- (b) regulate, encourage, administer, promote, advance and manage Snowsports in Australia;
- (c) ensure that all Snowsports in Australia is carried on in a manner which secures and enhances the integrity and safety of participants, officials, referees, spectators and the public and which allows the sport to be competitive and fair;
- (d) develop, manage and regulate Snowsports in Australia in accordance with and having regard to the rules and regulations of FIS and rules and regulations of the Company;
- (e) allot, promote and control the conduct of national competitions, Australian Championships, other Australian titled events, national and international records and international and interstate events;
- (f) maintain a record of the winners of relevant Snowsports and Company events, awards and activities;
- (g) determine selection criteria for teams and other entry entitlements to National and International Snowsports events and to nominate athletes to such events;
- (h) maintain an Alumni, including establishing policies for recognition and entitlements;
- (i) determine, arrange and publish an annual Australian Snowsports calendar of events;
- (j) provide a transparent and equitable process for Registered Athletes and Members of Snow Australia to seek review by Snow Australia of its decisions and actions made or taken in the performance of its functions in managing and controlling Snowsports that affect them and publicise that process appropriately;
- (k) pursue through itself or other such entity commercial arrangements, including sponsorship and marketing opportunities, as are appropriate to further these Objects;
- (l) formulate or adopt and implement appropriate policies, including policies in relation to sexual harassment, equal opportunity, equity, drugs in sport, health, safety, integrity, ethics and conduct and such other matters as arise from time to time as issues to be addressed in Snowsports;

- (m) nominate athletes to the Australian Olympic Committee for representation of Australia at the Olympic Winter Games;
- (n) encourage and facilitate in all matters concerning Snowsports, coaching and the development of technical skills and proficiency in all forms of Snowsports and of skiers, snowboarders, coaches, instructors and officials;
- (o) co-operate or join with or support any association, organisation, society, individual whose activities or purposes are similar to those of the Company or which advance Snowsports in Australia;
- (p) have regard to the public interest in its operations; and
- (q) undertake and do all such things or activities as are necessary, incidental or conducive to the advancement of these Objects.

3. POWERS OF THE COMPANY

Solely for furthering the Objects the Company has the legal capacity and powers of a company limited by guarantee set out under section 124 of the Act.

4. APPLICATION OF INCOME

- (a) The income and property of the Company shall be applied solely towards the promotion of the Objects.
- (b) No portion of the income or property of the Company shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member.
- (c) No remuneration or other benefit in money or benefits, financial or otherwise shall be paid or given by the Company to any Member who holds any office of the Company.
- (d) Nothing in **Rules 4(b) or 4(c)** shall prevent payment in good faith of or to any Member:
 - (i) for any services actually rendered to the Company whether as an employee or otherwise;
 - (ii) for goods supplied to the Company in the ordinary and usual course of business;
 - (iii) of interest on money borrowed from any Member;
 - (iv) of rent for premises demised or let by any Member to the Company; or
 - (v) for any out-of-pocket expenses incurred by the Member on behalf of the Company;

provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

5. ADDITION ALTERATION OR AMENDMENT

No addition, alteration or amendment shall be made to this Constitution unless it has been approved by Special Resolution and registered in accordance with the Act.

6. LIABILITY OF MEMBERS

The liability of the Members of the Company is limited.

7. MEMBERS' CONTRIBUTIONS

Every Member undertakes to contribute to the assets of the Company if it is wound up while they a Member, or within one (1) year after ceasing to be a Member for payment of the debts and liabilities of the Company contracted before the time at which they cease to be a Member, and the costs, charges and expenses of winding up and for an adjustment of the rights of contributors among themselves, such amount as may be required not exceeding one dollar (\$1).

8. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or dissolution of the Company there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members but shall be paid to or distributed to an organisation or organisations having objects similar to the Objects and which prohibits the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company by **Rule 4**. Such organisation will be determined by the Members at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of Victoria as may have or acquire jurisdiction in the matter.

9. INTERPRETATION

(a) In this Constitution unless the contrary intention appears:

Act means the *Corporations Act 2001 (Cth)*.

Board means the body consisting of the Directors under **Rule 32**.

Business Day means a day on which the major trading banks are open for ordinary business in all States and Territories of Australia, excluding a Saturday, Sunday or Public Holiday.

Chairman means the chairman for the time being of the Company. Unless otherwise determined by resolution of the Board the Chairman shall also be President of the Company for representation purposes including not only at FIS meetings.

Chief Executive Officer (CEO) means the person appointed under **Rule 37**.

Constitution means this Constitution of the Company.

Delegate means a Delegate of an Interested Person which is not a natural person appointed by that Interested Person to be its representative at General Meetings.

Director means a member of the Board.

Discipline means one (1) or more of the specific areas of Snowsports being Alpine, Cross Country, Freestyle, Freeski and Snowboarding or such variations as directed by FIS.

Financial Year means the year ending 31October in each year.

General Meeting means the Annual or any Special General Meeting of the Company.

Interested Person means any Person who is accepted as a Member in accordance with this Constitution and the Regulations.

Intellectual Property means all rights subsisting in copyright, trade names, trademarks, logos, designs, equipment, images (including photographs, videos or films) or service marks (whether registered or registrable) relating to the Company, the words "Skiing and Snowboarding" or the word "Snowsports" or any event or competition or Snowsports equipment, product, publication or activity (including all Australian Championships and the National Snowsports Calendar) developed, conducted, promoted or administered by the Company.

Member means a Member for the time being of the Company under **Rule 10**.

Objects means the Objects of the Company in **Rule 2**.

Person means and includes natural persons and incorporated entities.

Regulations means any Regulations made by the Board under **Rule 67**.

Registered Snowsport Participant means those persons who have registered in an activity, event or competition conducted or sanctioned by the Company and such registration gives them membership of the Company but without voting rights.

Special Resolution means a resolution:

- (i) of which at least 21 days' notice has been given in accordance with the Act; and
- (ii) that has been passed by at least 75% of the votes cast by Members entitled to vote on the resolution.

Snowsports means and includes the Sports of skiing and snowboarding in Australia including the Disciplines of alpine, cross-country, freestyle, freeski and all other activities of skiing and snowboarding including para-snowsports, junior development competition and racing, elite development and such other forms as may be determined.

State means the States of Australia and includes the Australian Capital and Northern Territories.

- (b) Expressions referring to "writing" shall unless the contrary intention appears, be construed as including references to printing, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail or text.
- (c) In this Constitution:
 - (i) a reference to a function includes a reference to a power, authority and duty;
 - (ii) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;

- (iii) words importing the singular include the plural and vice versa;
 - (iv) words importing any gender include the other genders;
 - (v) references to a person include the legal personal representatives, successors and permitted assigns of that person;
 - (vi) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
 - (vii) **(presence of a Member)** a reference to a Member present at a General Meeting means the Member being present whether in person, by electronic means or by proxy.
- (d) If any provision of this Constitution or any phrase contained in it is invalid or unenforceable in any jurisdiction, the phrase or provision is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of the Constitution or affecting the validity or enforceability of that provision in any other jurisdiction.
 - (e) Except where the contrary intention appears in this Constitution, an expression in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act has the same meaning as that provision of the Act.
 - (f) The Company is established solely to meet the Objects.
 - (g) The replaceable rules referred to in the Act are displaced by this Constitution.¹

10. MEMBERS

- (a) Membership of the Company shall comprise:
 - (i) Full Members;
 - (ii) Registered Snowsport Participants;
 - (iii) Life Members;
 - (iv) Honorary Members; and
 - (v) any patron of the Company if appointed.
- (b) Full Members and Life Members who are not natural persons must vote, debate and move and second motions at General Meetings through their Delegates. Full Members and Life Members who are natural persons must be at least 15 years of age to be eligible to vote, debate and move and second motions at General Meetings. No other category of Membership is entitled to vote at General Meetings.

¹ The replaceable rules are a series of rules that are provided for under the Corporations Act. They are rules that are not mandatory under that Act. Replaceable rules can be displaced or modified by a company's constitution. This clause expressly seeks to displace the replaceable rules under that Act with this Constitution.

- (c) Membership renewal is not automatic and Members must renew their membership of the Company each year. Subject to this Constitution, the Board may from time to time set out in Regulations:

- (i) the process for applying for and renewing membership; and
 - (ii) the benefits, advantages, privileges and services of Company membership.

The Board acting in good faith, may accept or reject, an application for membership or an application for renewal of membership. If the Board rejects an application, it need not give reasons for its decision but must refund any membership fees paid with the application.

- (d) Affiliation and/or recognition of all Member categories will be specified in the Regulations determined by the Board from time to time. Any variation to Members' voting rights can only be determined by resolution at a General Meeting.

11. EFFECT OF MEMBERSHIP

- (a) Members acknowledge and agree that:

- (i) the Constitution constitutes a contract between each of them and the Company and that they are bound by the Constitution and the Regulations;
 - (ii) they shall comply with and observe the Constitution, any Regulations and any determination or resolution of the Board;
 - (iii) by submitting to the Constitution, they are subject to the jurisdiction of the Company;
 - (iv) the Constitution is made in the pursuit of a common object, namely the mutual and collective benefit of the Company, the Members and Snowsports;
 - (v) the Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Snowsports;
 - (vi) neither membership of the Company nor this Constitution gives rise to:
 - (A) any proprietary right of Members in, to or over the Company or its property or assets;
 - (B) any automatic right of a Member to renewal of their membership of the Company; or
 - (C) subject to the Act and the Company acting in good faith, the right of Members to natural justice, unless expressly provided for in this Constitution; and
 - (vii) they are entitled to all benefits, advantages, privileges and services of Company membership.

- (b) Notwithstanding any other rule in this Constitution, where a Member:

- (i) fails to comply with its financial or other obligations under this Constitution; or

- (ii) behaves or acts in such a manner contrary to the safety, ethical and moral standards expected of a Member;

the Board may determine that Member to be not of good standing.

- (c) On determination that a Member is not of good standing under **Rule 11(b)**, the Board (or its delegate) may give notice to the Member of its:

- (i) determination; and
- (ii) the grounds for the determination; and

request that the Member show cause within such time as is determined by the Board as to why further action should not be taken against the Member in accordance with this Constitution. The Member's failure to respond or act to the Board's satisfaction (including assurances or compliance with its obligations) may result in the Board suspending or terminating the Member's membership of the Company or otherwise imposing such conditions on membership, as the Board considers fit.

12. SUBSCRIPTION AND FEES

- (a) The annual subscription (if any) and fees payable by Members to the Company, the time for and manner of payment shall be as determined by the Board from time to time.
- (b) Members whose subscriptions and/or fees have not been paid and received by the time set by the Board in any year shall not be entitled to receive any of the benefits, advantages, privileges or services of Company membership unless otherwise approved in writing by the Board.

13. DISCONTINUANCE OF MEMBERSHIP

- (a) A Member having paid all arrears of subscriptions and fees payable by it to the Company (if any), may withdraw from membership by giving notice in writing of such withdrawal to the Company. Membership will cease upon notification of receipt by the Company to the withdrawing Member.
- (b) A Member, which ceases to be a Member, shall forfeit all right in and claim upon the Company and its property including Intellectual Property.

14. DISCIPLINE OF MEMBERS

- (a) Subject to this Constitution, the Board in its sole discretion may refer for investigation or determination either under procedures set down in Regulations or by such other procedure or persons as the Board considers appropriate, an allegation (which in the opinion of the Board is not vexatious, trifling or frivolous) by a complainant (including but not only a Director or a Member) that a Member has:
 - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, any Regulations or any other resolution or determination of Board; or

- (ii) acted in an unsafe or unethical manner or such other manner unbecoming of a Member or prejudicial to the Objects and interests of the Company and/or Snowsports; or
 - (iii) prejudiced the Company or Snowsports or brought themselves and/or the Company and/or Snowsports into disrepute.
- (b) All Members (in this clause **respondent**) will be subject to, and submit unreservedly to, the jurisdiction, procedures, penalties and appeal mechanisms of the Company whether under Regulations or otherwise under this Constitution.
- (c) During investigatory or disciplinary proceedings (**proceedings**) under this **Rule 14**, the subject(s) of the proceedings including the respondent may be suspended from membership and/or may be suspended from participating in Snowsports and/or may have terms and conditions imposed on their membership, on such terms and for such period as the Board considers fit in its absolute discretion, and shall remain under suspension unless the Board decides otherwise or the proceedings have concluded and such suspension is no longer necessary.

15. ANNUAL GENERAL MEETING

An Annual General Meeting (**AGM**) of the Company shall be held in accordance with the provisions of the Act and this Constitution and on a date and at a time and venue and in such manner as is determined by the Board. For the avoidance of doubt a General Meeting may be held by any form of instantaneous electronic communication and/or medium.

16. SPECIAL GENERAL MEETINGS

All General Meetings other than the AGM shall be Special General Meetings (**SGMs**) and shall be held in accordance with this Constitution.

17. NOTICE OF GENERAL MEETINGS

- (a) Notice of every General Meeting shall be given to the Directors, the auditor and to Members entitled to vote, at the address appearing in the register kept by the Company and in accordance with the Notice provisions in **Rule 64**. No other person is entitled as of right to receive notices of General Meetings.
- (b) Notice of a General Meeting shall be given at least 60 days prior to the General Meeting and shall specify the venue, day and time of the General Meeting.
- (c) The agenda for the General Meeting stating the business to be transacted at the General Meeting shall be given at least 21 days prior to the General Meeting, together with any notice of motion received from any Member.

18. ENTITLEMENT TO ATTEND GENERAL MEETING

No Member shall be represented at, or take part in a General Meeting, unless all monies then due and payable to the Company are paid.

19. BUSINESS OF GENERAL MEETINGS

- (a) The business to be transacted at the AGM includes the consideration of accounts, reports of the Board (including in relation to the activities of the Company during the

last preceding Financial Year) and auditors and the election, or declaration, of elected Directors.

- (b) All business that is transacted at a General Meeting, and also all that is transacted at the AGM, with the exception of those matters set out in **Rule 19(a)** shall be special business. "Special business" includes business of which a notice of motion has been submitted in accordance with **Rule 21**.

20. BUSINESS TO BE TRANSACTED

No business other than that stated on the notice shall be transacted at that meeting.

21. NOTICES OF MOTION

A Member may submit a notice of motion in accordance with the Act. All notices of motion for inclusion as special business at a General Meeting must be submitted in writing (in the prescribed form according to the Act) to the CEO not less than 45 days (excluding receiving date and meeting date) prior to the General Meeting.

22. SPECIAL GENERAL MEETINGS MAY BE HELD

The Board may, whenever it thinks fit, convene a Special General Meeting of the Company and, where, but for this Rule more than 15 months would elapse between AGMs, shall convene a SGM before the expiration of that period.

23. REQUISITION OF SPECIAL GENERAL MEETINGS

- (a) The Board shall, on the requisition in writing of 100 Members entitled to vote or 10% of total Members entitled to vote whichever is lower, convene an SGM.
- (b) The requisition for an SGM shall state the object(s) of the meeting, shall be signed by the Members making the requisition and be sent to the Company. The requisition may consist of several documents in a like form, each signed by one (1) or more of the Members making the requisition.
- (c) If the Board does not cause an SGM to be held within three (3) months after the date on which the requisition is sent to the Company, the Members making the requisition, or any of them, may convene an SGM to be held not later than three (3) months after that date.
- (d) An SGM convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.

24. PROCEEDINGS AT GENERAL MEETINGS

- (a) No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Company shall be twenty (20) Members entitled to vote present at the meeting.
- (b) The Chairman shall, subject to this Constitution, preside as chair at every General Meeting of the Company. If the Chairman is not present, or is unwilling or unable to preside, the Directors shall choose one (1) of their number present who shall, subject to this Constitution, preside as chair for that meeting only.

- (c) If within half an hour from the time appointed for the General Meeting a quorum is not present the meeting shall be adjourned to such other day and at such other time and place as the chair may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting will lapse.
- (d) The Chairman may, with the consent of any General Meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (e) When a General Meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (f) Except as provided in **Rule 24(e)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

25. VOTING PROCEDURE

At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

- (a) the chair; or
- (b) a majority of the Members entitled to vote present at that meeting in person or by proxy.

26. RECORDING OF DETERMINATIONS

Unless a poll is demanded under **Rule 25**, a declaration by the chair that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

27. WHERE POLL DEMANDED

If a poll is duly demanded under **Rule 25** it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chair directs. The result of the poll shall be the resolution of the meeting at which the poll was demanded.

28. RESOLUTIONS AT GENERAL MEETINGS

Except where a Special Resolution is required, all questions at General Meetings shall be determined by a majority of votes (as set out in **Rule 30**). Except as otherwise provided in this Constitution, in the case of an equality of votes on a question at a General Meeting, the chair is not entitled to a casting vote and the motion will be deemed lost.

29. MINUTES

The CEO shall ensure that minutes of the resolutions and proceedings of each General Meeting are kept, together with a record of the names of persons present at all meetings.

30. VOTING AT GENERAL MEETINGS

- (a) Subject to **Rule 30(b)** each Full Member and each Life Member shall, subject to this Constitution, be entitled to one (1) vote on any resolution at General Meetings.
- (b) A Full Member must have joined the Company as a Member at least 30 days prior to the date of a General Meeting to be eligible to vote at that meeting.

31. PROXY VOTING

- (a) Proxy voting shall be permitted at all General Meetings provided a proxy form in the form as determined by the Board from time to time has been duly completed, executed and lodged with the CEO two (2) Business Days (excluding receiving date and meeting date) before the commencement of the meeting. Proxies shall only be exercised by Members entitled to vote. A Member can only hold one (1) proxy for another Member at any meeting.
- (b) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A Member shall be entitled to instruct his proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may exercise the proxy vote as he thinks fit.

32. THE BOARD

The Board will comprise up to nine (9) Directors as follows:

- (a) four (4) Directors elected under **Rule 33(b)**; and
- (b) one (1) Director who will be appointed by virtue of being chairperson of the Athletes' Commission; and
- (c) four (4) Directors appointed by the five (5) Directors above.

The Board will appoint a Chairman and deputy-chairman from amongst their number. The Chairman and deputy-chairman will each hold office for a term of one (1) year but may be re-appointed. A Chairman can only be re-appointed after four (4) consecutive years as Chairman with the approval of Members at the AGM, such approval may be for a further four (4) years.

33. ELECTION OF DIRECTORS AND TERM OF OFFICE

- (a) Nominations of candidates for election as Director shall be in the form described in **Rule 33(b)(ii)**.
- (b) The process for election of Directors is as follows:
 - (i) Nominations for the positions of Director will be called for by notice in accordance with this Constitution 60 days prior to the AGM. The Board shall, prior to calling for nominations under this clause appoint an Independent Returning Officer to oversee the election process including the actions of the CEO set out below.
 - (ii) Nominations must be:
 - (A) in writing;

- (B) accompanied by the nominee's curriculum vitae;
 - (C) signed by a nominator and a seconder who must both be Members entitled to vote; and
 - (D) certified by the nominee expressing his willingness to accept the position.
- (iii) Nominations must be received by the CEO at least 45 days (excluding receiving date and meeting date) prior to the AGM.
- (iv) The CEO shall send to all Members a list of nominees (recorded in alphabetical order of surnames) and the nominees' curricula vitae with the agenda for the AGM (at least 21 days prior to the General Meeting (excluding receiving date and meeting date)). At this time the CEO will also advise Members whether the ballot will be conducted at the AGM or by electronic ballot prior to the AGM.
- (v) Where the number of nominees is less than or equal to the number of vacant positions those nominees shall be declared elected at the AGM. Where the number of nominees exceeds the number of vacant positions an election shall be conducted either at the AGM by secret ballot on papers prepared by the CEO or prior to the AGM by electronic ballot. The Board will determine whether the election will be conducted at the AGM or by electronic ballot prior to the AGM. The nominees with the most votes shall be declared elected at the AGM. For the avoidance of doubt, where a Member casts his vote in an election he is voting for the applicable number of vacancies, so for example one (1) vote but for three (3) persons in three (3) vacancies.
- (A) If an election is required and the Board determines that the ballot will be conducted by electronic ballot that ballot will be conducted as follows. The ballot will open no later than 14 days before the AGM (when the list of nominees and curricula vitae have been sent to Members under **Rule 33(b)(iv)** and will close not less than 24 hours prior to the commencement of the AGM. The Board will determine the most appropriate and fair method by which the electronic ballot will be conducted and this will be advised to Members.
 - (B) The results of the election will be declared by the Chairman of the AGM and the successful nominees will be declared elected.
- (c) All Directors other than the Athletes' Commission Chairperson shall hold office for a two (2) year term. The Athletes' Commission Chairperson shall continue to hold office as a Director whilst they remain Athletes' Commission Chairperson. All Directors upon the expiration of their respective terms of office are eligible for re-election.
- (d) Two (2) Directors elected under **Rule 32(a)** and two (2) Directors appointed under **Rule 32(c)** shall retire in each year. Should any determination be required regarding terms and rotations of terms of Directors such determinations will be made by the Board or if the Board cannot agree will be determined by lot.
- (e) The Appointed Directors should have specific skills which complement the Board composition

34. REMUNERATION OF DIRECTORS

Subject to this Constitution the Directors are not entitled to be paid remuneration. The Directors may be paid travelling and other expenses that they properly incur in:

- (a) attending Board meetings or any meetings of committees of the Board; and
- (b) attending any General Meetings; and
- (c) connection with the Company's business, if previously approved by the Board at a prior Board meeting.

35. VACATION OF OFFICE OF DIRECTOR

- (a) The office of a Director is automatically vacated if the Director:
 - (i) becomes bankrupt; or
 - (ii) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health; or
 - (iii) resigns office by written notice to the Company at its registered office; or
 - (iv) becomes prohibited from being a director by virtue of the Act; or
 - (v) accepts remuneration, payment or other benefits other than in accordance with this Constitution; or
 - (vi) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest in the manner required by this Constitution; or
 - (vii) is removed by resolution in General Meeting in accordance with the Act; or
 - (viii) dies.
- (b) In the event of the death, removal, resignation or disqualification from office of a Director, the Board may appoint, or cause the appointment of a new Director, to fill the casual vacancy. Such new Director will hold office for the balance of the term of the Director who has vacated the Board.
- (c) In the event of a vacancy or vacancies in the office of Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a Board meeting, they may act only for the purpose of ensuring the number of Directors are a number sufficient to constitute a quorum. Vacancies will be filled in accordance with this Constitution.

36. MANAGEMENT OF THE COMPANY

The business of the Company is to be managed by or under direction of the Board.

37. CHIEF EXECUTIVE OFFICER

- (a) The CEO shall act as a company secretary and shall be appointed as such by the Board in accordance with the Act, but otherwise for such term and upon such conditions as the Board thinks fit.

- (b) The Company shall be managed by the CEO who may exercise all powers of the Company which are not, under the Act or these Rules, required to be exercised by the Board or in General Meeting.
- (c) The CEO shall administer the Company and Snowsports in Australia in accordance with the rules and regulations of FIS, this Constitution, the Regulations and all policies of the Company.
- (d) Without limiting:
 - (i) the powers of the Board under **Rules 36** and **38**; or
 - (ii) the remainder of this **Rule 37**; but

in no way waiving the obligations on the Board under this Constitution and the Act, the CEO will:

 - (A) ensure that the Board is regularly and fully briefed on all material and relevant matters, meetings, correspondence, events and proposed programmes and appointments (including but not only FIS appointments); and
 - (B) comply with any reasonable direction given by the Board in respect of the obligation in **Rule 37(d)(A)** above.
- (e) The CEO is ineligible for the position of Director for a period of three (3) years from the date the CEO ceases to hold that position

38. GENERAL POWERS OF THE BOARD

The Board may exercise all of the powers of the Company except any powers that the Act or this Constitution requires to be exercised in General Meeting.

39. OFFICIAL SEALS

The Board may exercise all the powers of the Company in relation to any official seal.

40. NEGOTIABLE INSTRUMENTS

Any two Directors may sign, draw, accept, endorse or otherwise execute a negotiable instrument. This provision is subject to the Board determining that a negotiable instrument may be signed, drawn, accepted, endorsed or otherwise executed in a different way.

41. MINUTES

The Board will cause minutes to be kept in which the Company records:

- (a) proceedings and resolutions of General Meetings and other meetings of Members; and
- (b) proceedings and resolutions of Board meetings (including meetings of a committee of the Board); and
- (c) resolutions passed by the Board without a meeting.

The minutes of the previous meeting (whether Board or General) must be produced for acceptance as a true and correct record as a resolution at the next Board or general meeting respectively. The Board must ensure that minutes of a meeting are approved within a reasonable time after the meeting by the chair of the meeting or the chair of the next meeting. The Board must ensure that minutes of the passing of a resolution without a meeting are approved by all Directors present at the next following Board meeting.

42. REGISTERS

The Board will cause the following company registers to be kept:

- (a) a register of Members;
- (b) where debentures are issued, a register of debenture holders.

43. HOLDING BOARD MEETINGS

- (a) Subject to **Rule 43(b)**, the Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A Director may at any time, and the CEO will on the request of a Director, call a meeting of the Board by giving reasonable notice individually to each Director. A Director who is for the time being out of Australia is only entitled to receive notice of a meeting of the Board if the Director has given written notice to the Company of an address for the giving of notices of meetings.
- (b) The Board must meet at least (five) 5 times in each year.

44. HOLDING OF OTHER OFFICES

A Director may NOT hold any other office (whether voluntary or otherwise) in a Member of Snow Australia where that Member is not a natural person, at the national level or at state, regional or club levels. This provision does not apply to Committees formed under **Rule 52**.

45. DIRECTORS' INTERESTS

A Director is disqualified from office by holding any other office (whether voluntary or otherwise) in a Member where that Member is not a natural person at the national level or at state, regional or club levels. This provision does not apply to Committees formed under **Rule 52**.

46. DISCLOSURE OF INTERESTS

The nature of any interest of a Director must be declared by the Director at the meeting of the Board at which the contract or arrangement in which the interest may arise is first taken into consideration if the interest then exists or in any other case at the first meeting of the Board after the acquisition of the interest. If a Director becomes interested in a contract or arrangement after it is made or entered into the declaration of the interest must be made at the first meeting of the Board held after the director becomes so interested.

47. GENERAL DISCLOSURE

A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under **Rule 46** as regards such Director and the said transactions. After such general

notice it is not necessary for such director to give a special notice relating to any particular transaction with that firm or company.

48. RECORDING DISCLOSURES

- (a) The CEO shall record in the minutes any declaration made or any general notice given by a director under **Rules 46 and 47**.
- (b) The CEO shall maintain a register of declared interests

49. INTERESTED DIRECTOR MAY NOT VOTE

A Director, notwithstanding the interest, may be counted in the quorum present at any meeting, but may not vote in respect of, any contract or arrangement in which the director is interested. If he does so vote his vote shall not be counted.

50. QUORUM

Unless the Board determines otherwise, the quorum for a Board meeting is five (5) Directors. The quorum must be present at all times during the meeting.

51. CHAIR OF BOARD MEETINGS

The Chairman will chair Board meetings. If the Chairman is not available within 15 minutes after the time appointed for holding the meeting or declines to act for the meeting or part of the meeting, then the deputy-chairman will preside as chairman. If the deputy-chairman is not present or declines to act the Board must elect a Director present to chair the meeting or part of it.

52. COMMITTEES AND DISCIPLINES

- (a) The Board may delegate any of its powers to committees consisting of such persons as the Board thinks fit. Any such committee will conform to any Regulations (including but not only, the conduct of meetings, funding and financial reporting obligations and assessment of performance against the terms of delegation) that may be imposed on it by the Board in the exercise of the powers so delegated. Any such committee must exercise the powers delegated to it in accordance with any directions of the Board.
- (b) The Board will establish a committee to be responsible for each of the Disciplines. Each Discipline Committee will be comprised and operate in accordance with **Rule 52(a)**.
- (c) The Company shall establish an Athletes' Commission comprised of current and past Snowsports Athletes. A Snowsports Athlete must be a Member or be otherwise recognised by the Company to be eligible for election to the Athletes' Commission. The composition of, and terms of reference for, the Athletes' Commission shall be otherwise determined by the Board in consultation with current and past Snowsports Athletes. The Athletes' Commission shall otherwise operate in accordance with **Rule 52(a)**.
- (d) The Directors shall be ex-officio non-voting members of any committee appointed under **Rule 52(a)**.

53. VOTES AT BOARD MEETINGS

Each Director shall have one (1) vote at Board meetings. A resolution of the Board must be passed by a majority of votes of the Directors entitled to vote on the resolution. In the case of an equality of votes the chair also has a casting vote.

54. VALIDITY OF DIRECTORS' ACTS

All acts done by any meeting of the Board or of a committee or by any person acting as a Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

55. WRITTEN RESOLUTION

The Board may pass a resolution without a Board meeting being held if a majority of the Directors entitled to vote on the resolution sign or otherwise approves a document containing a statement that they are in favour of the resolution set out in the document. The document being voted upon must be sent to all Directors for the vote to be valid. Separate documents may be used for signing by Directors if the wording of the resolution and statement is identical in each copy. The resolution is passed when a majority of the Directors in favour of the resolution sign the document and return their respective signed copies to the CEO. Signing includes approval by electronic means.

56. MANNER OF HOLDING MEETINGS

A Board meeting may be called or held using any technology consented to by all the Directors. Such consent may be standing. A Director may only withdraw the Director's consent within a reasonable period before the meeting.

57. COMMON SEAL

The Company may have a common seal. If it does then:

- (a) the common seal must comply with the Act;
- (b) the Board will provide for the safe custody of the common seal; and
- (c) the seal may only be used by the authority of the Board.

58. EXECUTION UNDER COMMON SEAL

If the Company does have a common seal then it may execute a document if the seal is fixed to the document and the fixing of the seal is witnessed by:

- (a) two (2) Directors of the Company; or
- (b) one (1) Director and the CEO.

59. EXECUTION WITHOUT COMMON SEAL

The Company may execute a document without using a common seal if the document is signed by:

- (a) two (2) Directors of the Company;

- (b) one (1) Director and the CEO, or
- (c) such person or persons as authorised by the Board from time to time.

60. DIRECTORS' INTERESTS

A Director may NOT sign a document to which the seal of the Company is fixed where the Director is interested in the contract or arrangement to which the document relates.

61. ACCOUNTING RECORDS

The Board will cause proper accounting and other records to be kept and will distribute copies of financial statements as required by the Act.

62. ACCESS TO RECORDS

The Board will from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Company or any of them will be open to the inspection of Members not being Directors. No Member has any right of inspecting any accounting or other records of the Company except as conferred by the Act or authorised by the Board or by a resolution passed at a general meeting.

63. AUDITOR

A properly qualified auditor or auditors shall be appointed and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the Act.

64. GIVING OF NOTICES

The Company may give notice to any Director or Member:

- (a) personally; or
- (b) by sending it by post to the address of the Director as notified to the Board or the address of the Member in the Register of Members or the alternative address (if any) nominated by the Director or Member; or
- (c) by sending it to the electronic address (if any) nominated by the Director or the Member; and
- (d) where it is a notice to all Members, by posting the notice (and all relevant documents) on the Company's website. Members must be alerted to the fact that the notice has been posted by one (1) of the methods in **Rules 64(a), 64(b) or 64(c)**.

Any notice sent by post is taken to have been given three (3) days after it is posted. Any notice sent by electronic means (including by posting on the Company website) is taken to be given on the business day it is sent.

65. ENTITLEMENT TO NOTICES

Notice of every General Meeting will be given in any manner authorised by this Constitution to:

- (a) every Member entitled to vote except those who have not supplied to the Company an address for the giving of notices to them; and
- (b) the Directors; and
- (c) the auditor for the time being of the Company.

No other person is entitled to receive notices of General Meetings.

66. EXTENT OF INDEMNITY

The Company will indemnify (either directly or through one (1) or more interposed entities) any person who is or has been a Director of the Company or an employee of the Company in his or her capacity as an officer or agent of the Company and, if so resolved by the Board, the auditor of the Company, out of the funds of the Company against the following:

- (a) any liability to another person (other than the Company or a related body corporate) unless the liability arises out of conduct involving a lack of good faith;
- (b) any liability for costs and expenses incurred by that person:
 - (i) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; or
 - (ii) in connection with an application, in relation to such proceedings, in which the court grants relief to the person under the Act.

67. REGULATIONS

- (a) The Board may from time to time as circumstances dictate, formulate, interpret, adopt, make, alter and amend Regulations for the proper advancement, management and administration of the Company, the advancement of the Objects and Snowsports as it thinks necessary or desirable. Any Regulations must (as far as practicable) conform with the rules and regulations of FIS and must be consistent with this Constitution. The Regulations are binding on all Members and Directors.
- (b) The CEO shall bring to the notice of the Board and Members all Regulations and any formulation, interpretation, amendment, alteration and repeal of them. Notices are binding upon all Members.
- (c) All rules and regulations of the Company in force at the date of the approval of this Constitution (including existing regulations) insofar as such rules and regulations are not inconsistent with, or have been replaced by this Constitution, shall continue in force under this Constitution.