

## **Table of Contents**

- 1.0 INTRODUCTION
- 1.1 2019 Tour Calendar
- 1.2 Contract Year
- 1.3 AVP Player Contract Agreement
- 2.0 AVP's RESPONSIBILITIES
- 2.1 Prize Money Disbursement
- 3.0 ORGANIZATIONAL REGULATIONS
- 3.1 Tournament Format
- 3.2. Main Draw Tournament
- 3.2.1 Qualification Tournament at AVP event site
- 3.2.2 Application Based Main Draw Wild Cards
- 3.2.3 Earned Main Draw Wild Cards
- 3.2.4 Qualification Tournament Wild Cards
- 3.3 Official's Authority
- 3.3.1 Tournament Director
- 3.3.2 Head Official
- 3.3.3 Officials
- 3.4 Player Registration Procedures
- 3.4.1 Registration Deadline
- 3.4.2 Entry Fees
- 3.5 Coaches
- 3.5.1 Player as Coach
- 3.5.2 Coaches Restriction
- 4.0 COMPETITION RULES
- 4.1 General Competition Rules
- 4.2 Time When Play is Dead/Player Time-Outs
- 4.2.1 Player Request
- 4.2.2 Regular Time-Out
- 4.2.3 Injury Time-Out
- 4.2.4 Player Request for Rules Clarification
- 4.3 Player Sideline Areas

- 4.4 IV Policy
- 4.5 Food
- 4.6 Withdrawals/Partner Changes/Defaults
  - 4.6.1 Withdrawal from Main Draw Tournament or Qualification Tournament
- 4.6.2 Partner Changes
- 4.7 Player Eligibility
- 4.7.1 Foreign Players
- 4.7.2 Player Ranking
- 4.8 Ranking and Seeding
- 4.8.1 Main Draw Tournament Entry
- 4.8.2 Seeding
- 4.9 Weather
- 4.10 Discontinued Tournament
- 4.10.1 Completed Match Pending and Final
- 4.10.2 Prize Money Distribution
- 4.10.3 Tournament Title
- 4.11 Incomplete Tournament Play
- 4.11.1 When Play Stops
- 4.11.2 Accelerated Tournament Policy
- 4.12 Television
- 4.13 Pregnancy and Injury Points
- 5.0 PLAYER'S CONDUCT, RIGHTS AND RESPONSIBILITES
- 5.1 Travel Expenses
- 5.2 Player Performance
- 5.2.1 Player Participation
- 5.2.2 Competing Tours
- 5.2.3 Appearance
- 5.2.4 Health
- 5.2.5 Knowledge of the Rules
- 5.2.6 Players Tent
- 5.2.7 Player Apparel
- 5.3 Team Default ("No-Show")

- 5.4 Team Default Once Competition Commences
- 5.5 Conduct/Fines
- 5.5.1 Drug Control and Testing
- 5.5.2 Gambling and other Unsportsmanlike Conduct
- 5.5.3 Unlawful Harassment
- 5.5.4 Preventing Sexual Harassment
- 5.5.5 Additional Enforcement Information
- 5.5.6 Other Types Of Unlawful Harassment
- 5.6 Disciplinary Action Continued Fines, Penalties, Suspension, Expulsion
- 5.6.1 Right to Discipline
- 5.6.2 Player's Opportunity to Address Disciplinary Action and/or Air Grievances
- 5.6.3 Payment of Fines Payment Deadline

### 6.0 PERIODIC AND DISCRETIONARY HANDBOOK UPDATES

7.0 AVP CONTACTS

APPENDIX A - Coaching Regulations

APPENDIX B - Player Conduct and Disciplinary Regulations

# **1.0 INTRODUCTION**

The AVP was established in 1983 and is comprised of the best men's and women's pro beach volleyball players in the U.S. and arguably, the world. The AVP now stands alone as the premiere pro beach volleyball tour in the country and has a cooperative relationship with the Federation (International de Volleyball (FIVB) and USA Volleyball (USAV). The AVP's main goal is to promote the sport of volleyball and deliver its fans an unforgettable experience comprising of the world's best athletes.

## 1.1 2019 Tour Calendar

Huntington Beach, CA
Austin, TX
New York City, NY
Seattle, WA
Hermosa Beach, CA
Manhattan Beach, CA
Chicago, IL
Honolulu, HI

## 1.2 Contract Year

The contract year shall be defined as a twelve (12) month period commencing on each first day of January, or any portion thereof in the event a player signs the player agreement after January 1st in the applicable contract year.

## **1.3 AVP Player Agreement**

This Player Handbook shall be subject to all of the terms and conditions contained in the AVP Player Agreement. To the extent of any conflict between this Player Handbook and the AVP Player Agreement, the AVP Player Agreement shall control.

## **2.0 AVP's RESPONSIBILITIES**

The AVP coordinates the entire production of the volleyball season including providing for the following: venues, prize money, fees, licensing, AVP personnel, meals, marketing, equipment, medical staff, security, television, sand, site inspection, scoreboard, entertainment, and many others aspects involved with running the Tour.

## 2.1 Prize Money Disbursement

- Prize money will be distributed via direct deposit transactions. Applicable form is in the Player Portal. Transactions will be made, in full, no later than 10 days after the event.(Need to confirm with Kingston)
- b. Prize money won by professionals will be paid to the player directly or at the player's written direction, to an authorized agent, firm or corporation the player may delegate, unless in conflict with any law or court order.
- c. Players are deemed independent contractors, for income tax purposes. All players, and especially first year players who are unfamiliar with independent contractor status, are encouraged to make estimated tax payments throughout the year to avoid having to make a very large tax payment with potential penalties and interest in April of the following year.
- d. Paperwork for payments consist of a W9, direct deposit form, and university compliance letter (if applicable). All forms necessary should be turned in to the AVP if one of the following situations applies:
  - First time to ever qualify for an AVP main draw
  - If moved in the past year, only submit a new W9.
  - If athlete has changed bank account information in the past year, only submit a new direct deposit form.
  - If payment paperwork is not received within 30 days after the last AVP event of the calendar year, prize money will expire and the athlete will not be eligible to receive that year's winnings.

All relevant paperwork and questions should be directed to <u>contact@avp.com</u>

## **3.0 ORGANIZATIONAL REGULATIONS**

## **3.1 Tournament Format**

The format for each tournament is subject to change at the AVP's discretion, but the following illustrates the expected format for each tournament.

## **3.2 Main Draw Tournament**

a. Unless specified otherwise, tournament play will be modified double elimination format (i.e. last 4 remaining teams after the double

elimination schedule will play a semi-final and final match). Referred to as Olympic Crossover format.

- b. In general, all matches will be two sets to 21 and a deciding third set to 15 (if required). Further clarification on details can be referenced in the AVP Rulebook. This format may be altered at any time, including after the commencement of the event, for television, inclement weather or other reasons of force majeure.
- c. AVP Management reserves the right to change formats and prize money at any time prior to an event, or during an event due to weather of other reasons of force majeure. AVP will use reasonable efforts to inform players of any changes, but it is a player's responsibility to regularly check the bracket board at the tournament site, speak to AVP officers, and read his or her email for notices of any changes, especially during times when play may be affected by weather.

### **3.2.1 Qualification Tournament at AVP event site**

- a. Format: Unless otherwise specified, single elimination format will be used to determine the number of teams who will gain entry into the Main Draw. No later than the completion for the registration for the applicable Qualification Tournament, AVP shall post how many teams from the Qualification Tournament shall receive entry into the Main Draw.
- b. Unless otherwise specified, the Qualification Tournament will start on the day immediately prior to the Main Draw Tournament.
- c. Teams will be seeded based on AVP ranking. In the event of ties, the following procedures will be adhered to in this order to break the tie:
  - Sum of the team's next highest point finish that was unused from eligible window. If one of the athlete's eligible windows no longer has point totals, athlete will use the average of their eligible window's finishes.
  - 2) Sum of team's average 365 days ranking total
  - 3) Coin Toss
- d. In the event AVP receives more registrations than available spaces in the Qualification Tournament, teams that are not placed in the Qualification Tournament will be placed on a Reserve List and contacted if a space becomes available. A team that is contacted

on the Reserve List must respond promptly that they will participate in tournament, in order to secure its spot.

- e. AVP Management reserves the right to change formats at any time prior to the Qualification Tournament.
- f. AVP Management reserves the right to award two (2) Qualifier Wild Cards per gender for an event.

### 3.2.2 Application based Main Draw Wild Cards

Unless there are special circumstances, AVP will keep the Wild Card number to two per event. Whenever possible, Wild Cards will be decided as far in advance as possible, but AVP reserves the right to grant a Wild Card less than a week prior to an event.

Teams must apply for a Wild Card at least three (3) weeks prior to the registration deadline for the event that they are seeking the Wild Card. Teams granted a Wild Card will be seeded based on policy below.

<u>Wild Card Seeding Policy:</u> Teams granted a Wild Card will be seeded at the discretion of the AVP and no higher than 9th.

### **3.2.3 Earned Main Draw Wild Cards**

AVP is offering a number of opportunities to earn main draw positions at the following events:

- AVPNext Gold Events.
- AVPNext 26U Events.
- AVPFirst National Championship 18U.
- Other selected tournament series.

These opportunities are advertised on the AVP website. If a team earns a wild card, but already has a position in the main draw of an AVP event through automatic entry or another already-earned wildcard/s, the position that this creates in the Main Draw will be passed onto the next team on the entry list for that event. It will not go to a subsequent finishing team at any of the tournament or event series where earned wild cards were granted.

<u>Earned Wild Card Seeding Policy:</u> Teams with an Earned Main Draw Wildcard will be seeded based on their current AVP Ranking.

### **3.2.4 Qualification Wild Cards**

As stated above, section 3.2.1, the AVP reserves the right to grant Qualifier Wild Cards in events where a qualifier may be capped due to limited spaces. Similar to Main Draw Wild Cards, teams must apply for a Wild Card at least three (3) weeks prior to the registration deadline for the event that they are seeking the Wild Card.

Teams granted a Wild Card will be seeded based on policy below.

Qualifier Wild Card Seeding Policy: Teams granted a Qualifier Wild Card will be seeded based on their current AVP Ranking.

## 3.3 Official's Authority

### **3.3.1 Tournament Director**

The Tournament Director has absolute authority over players, the head official, game officials and spectators, on and off the court at a tournament where the maintenance of order is concerned, and may impose disciplinary measures as needed. This includes imposing fines on players and officials.

### 3.3.2 Head Official

The head official is responsible for assigning all game officials at an AVP tournament. In addition, the Head Official will address and resolve disputes that occur during matches related to the AVP rules of play.

### 3.3.3**Officials**

The officials have total authority on the court from the beginning of the warm-up to the completion of the match.

## **3.4 Player Registration Procedures**

The only valid method of entry for AVP events is online at <u>www.avp.com</u>. Phone and facsimile entries will <u>not</u> be accepted.

### **3.4.1 Registration Deadline**

a. All teams will need to register by Wednesday 11:59 PM PT approximately one (1) week before the start of the event. All entries

and fees are due by these registration deadlines. Any changes to these deadlines will be sent via email to players and/or posted online. ENTRIES BY PHONE OR FACSIMILE WILL NOT BE ACCEPTED. It is the player's responsibility to regularly check the Playeortal and his or her own email to check for changes in registration deadline. AVP's posting of the registration change on the AVP Player Portal and sending of an email will be deemed valid notice of any change.

AVP RESERVES THE RIGHT TO ACCEPT A LATE REGISTRATION. AVP may accept late registration until the FINAL CONFIRMED LIST is released, and AVP will charge the player an additional \$150 for late registration. This charge is for costs and inconveniences associated with changing the tournament and, mainly, to discourage players from late registration. Lower seeded teams need to know as early as possible if they are in the main draw in order to make the requisite and often costly travel arrangements.

- b. If there is any disagreement about receipt of entry forms, a final decision will be made by the AVP based on physical evidence that registration and the accompanying fee were received prior to the registration deadline (e.g. e-mail confirmations, web log showing a completed or attempted registration).
- c. An INITIAL ENTRY LIST of teams registered for the applicable event will be published on the AVP Player Portal within forty-eight hours after the registration deadline.
- d. Teams will only be contacted via email to confirm their registration. It is the player's responsibility to check the AVP Player Portal to verify that such player's team is listed accurately; if not listed or if listed incorrectly, it is the player's responsibility to contact AVP within twenty-four hours after the release of the INITIAL ENTRY LIST with proof of registration. If a player fails to contact the AVP within twenty-four hours after the release of the INITIAL ENTRY LIST with proof of registration, the appreciate of the INITIAL ENTRY LIST with proof of registration, the release of the INITIAL ENTRY LIST with proof of registration, the AVP reserves the right to exclude that player and his or her team from the tournament.
- e. A FINAL CONFIRMED LIST for both the Qualification Tournament and the Main Draw Tournament will be posted on the AVP Player Portal on the Wednesday of the event. In addition, e-mail with event information and confirmed entries will be sent to all participating teams.

### 3.4.2 Entry Fees

All teams must submit an entry fee when registering. For 2019, the entry fee is \$200.00 (plus payment processing fees) per team, unless otherwise specified. Entry fees are due upon registration and can be paid by

Visa/MC/AMEX/Discover. Entries without payment will NOT be accepted. Late registration fee is \$150.00 per player and must be paid at the time of the late registration.

## **3.5 Coaches**

### 3.5.1 Player as Coach

A tournament player may not coach another tournament player during play. Specifically, a tournament player entered into the Main Draw or the Qualifier preceding the main draw shall not be eligible to coach another tournament player during the tournament's competition.

### **3.5.2 Coaches Restriction**

- a. All coaches are under the direct authority of the Tournament Director during the tournament.
- b. All coaches shall remain outside the media tent unless asked in for media purposes.
- d. All coaches must register with the Tournament Director to be awarded coaching privileges.
- e. All coaches must represent the AVP in a positive and professional manner or may be removed by the Tour Director.
- f. Coaches may not speak to the officials on the court during a match.
- g. Coaches may not speak to the opposing team during a match.
- h. A coach must stay in the players' box provided during the entire match, with the only exception being able to go onto the court to attend to his/her players during an extended interruption in play or injury timeout if permitted by the referee. No coaching will be permitted from any other area on the site. Also, all coaches must move during team switches to prevent stealing of signs from the opposition.

- i. Any coach who is deemed to be taking signals from the opposition and forwarding them to their team will be given an automatic red card and be removed from the tournament site for the duration of that event. Such offense is subject to a fine and/or suspension.
- j. Coaches are responsible for knowing all rules and regulations governing them.
- k. If the coaches' behavior is demeaning to the AVP and/or its players, they can be barred from coaching on site.
- I. Additional Coaching Responsibilities are outlined in Appendix B

# **4.0 Competition Rules**

## 4.1 General Competition Rules

Tournaments shall be conducted according to the rules set forth in the most recent version of AVP Rulebook (located in Player Portal). In the event of a conflict between the AVP Rulebook and the codes set forth in the AVP Player Handbook, the competition rules set forth in the AVP Rulebook shall prevail.

## 4.2 Time When Play is Dead/Player Time-Outs

## 4.2.1 Player Request

A player may ask for a time-out only if the ball is "out of play", or there is a "dead ball" (after the whistle stops play, and before the 5 second service whistle.)

### 4.2.2 Regular Time-Out

Each team is permitted one time-out per game. The referee will indicate a regular time-out by signaling "time-out" and pointing to the team requesting the time-out, at that point you will be given 15 seconds to get to your player box, 30 seconds in the player box, then finally another 15 seconds to exit the player box for the total "60 second time-out". The team charged with the time-out may end it prior to the expiration of the full 60 seconds. Both teams will resume play immediately.

In sets one and two, one additional 60-second Technical timeout will automatically occur when the sum of points scored by both teams equals 21, there will be no Technical time-out for set 3.

All of the above time-outs may be modified/reduced/increased to accommodate live television or other time constraints.

### 4.2.3 Injury Time-Out

If a player is injured, play continues until there is a stoppage. The referee will then determine the nature of the injury. Time-out for an injury shall not exceed 5 minutes. Time will begin when the doctor arrives on the court. If a player elects not to have the doctor on the court, the clock will immediately begin. A later request for the doctor will not reset the clock. At the conclusion of the five-minute time out, the referee will whistle and request that the player continue. At this time, the player ONLY shall make final judgment whether he/she is fit to play.

If a player is unable to return to the playing area at the conclusion of the timeout, his/her team will forfeit the match. If the team does have a time-out remaining, they can in fact take a time-out immediately after a medical time-out if needed.

The medical professional, called to medical timeout, has authority to end a medical timeout after their full assessment once courtside. If provider does not see that a valid medical timeout is needed, they have authority to conclude the medical timeout immediately.

### 4.2.4 Player Request for Rules Clarification/Protest Procedure.

- a. Authority A player has the privilege and right to request the presence of the Tournament Director and/or Head Official on-court for the expressed purpose of clarifying a rule. Prior to calling the Tournament Director or Head Official, the official will call both captains in and confirm exactly what is being formally "protested." When the Tournament Director and/or Head Officials arrive at the court, he will first speak to the governing official, then call both captains in to hear the situation and render a final decision. The specific rules issue being protested cannot at any time, change during this process, thus the need for the governing official to confirm the issue prior to the summonsing of the Tournament Director and/or Head Official. In no case shall such privilege be extended to situations where the referee's judgment is solely in question.
- Procedure When a player requests a clarification, the referee will call an official's time-out in order that the Tournament Director and/or the Head Official can make such clarification. The Tournament Director and/or Head Official's ruling will be final and binding. Immediately after the Tournament Director and/or the

Head Official have rendered the player ruling, the referee will blow the five-second-service whistle, and play will commence.

## 4.3 Player Sideline Areas

Player sideline areas will be available with one player box on each side of the court, totaling 2 boxes per court.

## 4.4 IV Policy

- a. If a player is administered an intravenous injection during any time at an AVP event except immediately prior to the finals, the player shall be ineligible to play in any remaining matches that day and shall forfeit all such matches even if the medical personnel or tournament director deems such IV injection necessary. A player can continue competition the next day if the match forfeitures do not eliminate them from competition. Immediately prior to the finals only, if a player needs an IV to stop cramping, the player will remain eligible to compete in finals but will still incur a fine.
- b. The cost of an intravenous injection shall be \$250 unless deemed necessary by medical personnel or the tournament director. This amount shall be deducted from player's prize money. For IV's administered prior to the finals, a \$750 fee will be assessed. After a player's initial request for an IV prior to the finals, the IV fee for subsequent requests will increase by \$250 increments. This fee will cap at \$1,500.

## 4.5 Food

The AVP will provide food for all Main Draw athletes required to play competition that day. The AVP will have food available for a certain time each day of competition. Players will be provided food only during this time. The AVP will not provide food for family members or friends. Players who are out of the tournament may not consume the food provided on site unless they have competed or are scheduled to compete that day.

The AVP is not responsible for specific nutritional needs. It is the responsibility of each individual to take special care to ensure that his or her unique nutritional needs are met.

Players taking food, water or other items out of the secured area or the courts to give to family members, friends or other third parties will be fined a minimum \$50.00 per occurrence.

Players taking food, water or other provided beverages or items off the site will be fined a minimum \$50.00 per occurrence.

## 4.6 Withdrawals/Partner Changes/Defaults

#### 4.6.1 Withdrawal from Main Draw Tournament or Qualification Tournament

- a. Withdrawals of teams from the Main Draw Tournament or Qualification Tournament after the registration deadlines will not be allowed, unless there is an injury or extenuating circumstances. In the event of withdrawal due to an injury or an approved extenuating circumstance, no sanction will be applied. If withdrawal is due to an injury, players must submit a letter from a licensed physician to the AVP office attesting to the existence of the injury and why the injury prevented participation. A player withdrawing because of an injury must submit to an examination by a physician of AVP's choosing if requested in order to verify the injury.
- b. In the case of a withdrawal by a team entered in the Main Draw Tournament for any reason other than a verified injury or approved extenuating circumstance, the AVP will apply a \$500.00/player fine (separate from the non-refundable entry fee) which is to be paid before entry is permitted into another AVP sanctioned event (either in that season or the next season). The fine for non-excused Qualification Tournament withdrawals shall be a \$150.00/player (not including the non-refundable entry fee). Such fines are in addition to any other sanctions that may be applicable hereunder (e.g., a player participating in a conflicting event in lieu of an AVP event).
- c. If a Main Draw team withdraws before the Qualification Bracket has been released (approximately 4pm local), the highest ranked team scheduled to play the Qualification Tournament (based on AVP rankings) will fill their position in the Main Draw Tournament and the Qualification Tournament will be reseeded.
- d. If a Main Draw team withdraws after the Qualification Bracket has been released (approximately 4pm local), another qualifying opportunity from the Qualification Tournament will be added to the Main Draw to fill the position. If the AVP Tournament Director determines that it is not practical to conduct a playoff to determine

the team that will earn the extra qualifying spot, the highest ranked qualification team (based on AVP rankings) of the final Qualification round that fails to gain entry into the Main Draw Tournament will fill such position in the Main Draw ONLY if the Tournament Director determines that this is feasible (e.g., it is a reasonable hour to reseed the main draw tournament bracket and notify competing teams).

e. A Main Draw team that withdraws prior to the start of a tournament by 5 pm local time the day before the commencement of the event will not earn a finish or points in that event. A team that withdraws from an event after 5pm local time will be subject to provisions of Section 4.6.1a-b.

### 4.6.2 Partner Changes

- a. As a general rule, players may not change partners after the entry deadline. If a team is unable to compete together in the tournament after the deadline, such team shall be deemed to have withdrawn from the event and the provisions of Section 4.6.1 above shall apply.
- b. Notwithstanding (a) above, in the case of injury (where an athlete provides a letter from a licensed physician, Injury Form from the Player Portal, and if the AVP requests, submits to an examination) or an approved extenuating circumstances, participants may request a partner change provided the below guidelines are followed. AVP reserves the right to deny any change.

Example: A team signs up and is initially in the Main Draw --

If an injury occurs before the Qualification Bracket is released, the healthy player can bring in a substitute that is not currently registered, but if replacement player's points are not enough to keep their team's initial Main Draw position, then they will be moved down into the Qualifier.

- If they are unable to make the Qualifier because of late travel notice then they will effectively be withdrawn from the event and the next eligible team will move up to replace.
- However, the AVP reserves the right to grant a Wild Card to this new team regardless of point total so that they may stay in the Main Draw without going through the Qualifier, but will still be reseeded after qualification is completed. Wild Card would be granted as justification that the

presence of this team enhances the overall event and welfare of the AVP. Wild Card decision will be a 3-person vote: 2 player committee members (from the opposite gender) will receive a vote & Tournament Director will be tie-breaking vote if needed.

If an injury occurs during or after the Qualifier, the healthy player can bring in a substitute that is not currently registered OR a player from the final round of the Qualifier, pending below evaluations.

> Injured player must be evaluated/verified from on-site medical staff. Tournament Director's decision (with consultation of physician) will be used to grant substitution or removal.

\*Any player/s found to be in violation of the following rules shall be automatically fined \$1,000.00 and shall also be subject to loss of points and/or possible suspensions.

## 4.7 Player Eligibility

Any player shall be eligible to participate in an AVP Qualification Tournament or Main Draw Tournament (subject to verification by AVP) if such player is either (1) a U.S. citizen; or (2) otherwise granted approval by AVP management. All teams who wish to participate in an AVP Main Draw Tournament must first sign the AVP Players Agreement and provide verification of eligibility. Any team in the Main Draw Tournament (either through entry or qualification via the Qualification Tournament) who refuses to sign the AVP Agreement or fails to provide verification of eligibility will be disqualified from the Main Draw Tournament.

If a Main Draw team is disqualified for failure to sign the AVP Players Agreement or failure to provide verification of eligibility, a team from the Qualification Tournament will fill their position (Please refer to Section 4.6.1 for the provisions regarding the replacement of a Main Draw team with a Qualifier team).

## 4.7.1 Foreign Players

A player will be deemed eligible to play if he or she is a U.S. citizen or has a valid Green Card. In instances where a foreign player is in the latter stages of the citizenship/Green Card process and provides documentation to support future citizenship verification, the AVP reserves the right to grant early participation eligibility. Additionally, in very specific circumstances (e.g., when AVP enters into an international television deal which requires foreign participation), any foreign player who, in the AVP's discretion, is invited to play in an AVP event must sign the same AVP Agreement as every other AVP player. AVP will use reasonable efforts to notify all AVP players in advance of any foreign player's participation in an AVP event.

Finally, in instances that a foreign player that is a registered member of any National Federation other than USA wishes to participate, they must gain prior written approval/signatures/other processes from each of FIVB, National Federation of origin, and USA Volleyball. Additionally, any foreign player granted permission to play in an AVP event must sign the same AVP Agreement as every other AVP player, as stated in section 4.7 above.

### 4.7.2 Player Ranking

The following methodology will be used to determine "Top Team/Top Player" benefits (e.g., free balls): AVP Ranking.

## 4.8 Entry and Seeding

### 4.8.1 Main Draw Tournament Entry

- a. Entry into a Main Draw Tournament will be determined by the combined point total (rank) of the two players on a team.
- b. Policy states that an athlete's BEST 4 finishes amongst all AVP platforms (AVP America, AVPFirst, AVPNext, AVP Tour) within eligible window will be used for entry and seeding. The eligible window is defined as an athlete's (5) five most recent AVP Tour stop events within 365 days of entry/seeding date guidelines.

Practical example -

- AVP America, AVPNext & AVPFirst finishes may be used towards your ranking but only if they increase your ranking.
- All finishes not within the eligible window will expire and cannot be used for seeding purposes.

Tour Finish	Team Points \$150,000	Team Points \$175,000	Team Points \$200,000	Team Points \$225,000	Team Points \$250,000	Team Points \$275,000	Team Points \$300,000	Team Points \$350,000	Team Points \$400,000
1	750	900	1050	1200	1350	1500	1650	1950	2250
2	640	768	896	1024	1152	1280	1408	1664	1920
3	540	648	756	864	972	1080	1188	1404	1620
5	450	540	630	720	810	900	990	1170	1350
7	370	444	518	592	666	740	814	962	1110
9	300	360	420	480	540	600	660	780	900
13	240	288	336	384	432	480	528	624	720
15	210	252	294	336	378	420	462	546	630
17	190	228	266	304	342	380	418	494	570
19	170	204	238	272	306	340	374	442	510
21	150	180	210	240	270	300	330	390	450
25	120	144	168	192	216	240	264	312	360
-1	100	120	140	160	180	200	220	260	300
-2	82	98	114	130	148	164	180	212	246
-3	66	78	92	106	118	132	144	172	198
-4	52	62	72	82	94	104	114	134	156

c. The points awarded at AVP Tour events are as follows (per team):

c. Teams finishing 0-2 in 24-team draws are assigned 17th place points.

Teams finishing 1-2 in 24-team draws are assigned 15th place points.

- d. In the event of ties, the following procedures will be adhered to in this order to break the tie:
  - 1) Sum of the team's next highest point finish that was unused from eligible window. If one of the athlete's eligible windows no longer has point totals, athlete will use the average of their eligible window's finishes.
  - 2) Sum of team's average 365 days ranking total
  - 3) Coin Toss
- e. A Player's finish in an event with 16+ teams will apply towards a player's seeding and entry points. Any AVP Tour events with less than 16 teams will not count towards seeding or entry points.
- f. AVP reserves the right to modify the seedings at its discretion.

## 4.8.2 Seeding

Policy states that an athlete's BEST 4 finishes amongst all AVP platforms (AVP America, AVPFirst, AVPNext, AVP Tour) within eligible window will be used for entry and seeding. The eligible window is defined as an athlete's (5) five most recent AVP Tour events within 365 days of entry/seeding date guidelines.

Practical example -

- AVP America, AVPNext & AVPFirst finishes may be used towards your ranking but only if they increase your ranking.
- All finishes not within the eligible window will expire and cannot be used for seeding purposes.

## 4.9 Weather

In the event that a portion of competition at a scheduled tournament is canceled due to weather conditions, an act of God, fire, flood, war, public disaster, strikes or labor difficulties, governmental enactment, regulation or order, or any other cause beyond the control of the AVP, AVP reserves the right to cancel or modify the format of the tournament.

The decision to cancel the tournament is solely within the discretion of the AVP. AVP reserves the right to attempt to play the tournament for two consecutive days up to and including the first Tuesday following the scheduled tournament if the site is available.

AVP reserves the right to cancel any event for any reason whatsoever and at any time.

## 4.10 Discontinued Tournament

### 4.10.1 Completed Match - Pending and Final

- a. Play will be suspended when inclement weather warrants. The Tournament Director will deliver the decision, and he/she will determine if and when play is to continue. When play again commences after play has previously been suspended, all matches will continue at that point at which they were discontinued.
- b. The above tentatively completed matches will be deemed final if the Tournament Director cannot reschedule such matches at a later reasonable time.

## 4.10.2 Prize Money Distribution

Teams will be awarded prize money according to their respective finish after the last game, which they have played.

Prize money awarded in a discontinued tournament and/or shorten tournament will be prorated based on the number of rounds played. If all teams are unable to complete a round, they will equally divide the prize money and points applicable to that round. For example, if the tournament is cancelled before the final four commences, all four teams will equally divide the money and points

## 4.10.3 Tournament Title

No team may claim title to any tournament that is not completed.

## **4.11 Incomplete Tournament Play**

The Tournament Director, with consultation of management, will determine whether or not it is safe to continue tournament play because of questionable weather conditions.

## 4.11.1 When Play Stops

When the Tournament Director stops play, both officials shall immediately:

- a. Mark down the score
- b. Note which team was serving
- c. Note the person who was serving
- d. Note the side of each team
- e. Note time of end of play

Upon discontinuation of play, a break will automatically take place. It is the players' responsibility to be available at any time to resume play.

After a break of more than 10 minutes, players will be granted a 5-minute warm up. However, if all 4 players are in agreement, play can resume immediately or with a shortened warm up. After a break of more than one hour, a full warm up of 10 minutes duration is permitted. An exception will be if the Tournament Director properly informs players of the need for accelerated warm up requirement. In this instance, the break cannot be less than 5 minutes.

## 4.11.2 Accelerated Tournament Policy

The Tournament Director will have the authority to establish an accelerated tournament policy, where the player warm-ups and games may be shortened in

an effort to finish the tournament. A PA announcement concerning such changes must be made by the Tournament Director and reiterated by the court referee at the start of warm up.

## **4.12 Television**

- a. For those events produced for television, AVP players will comply with all apparel and signage guidelines enforced by either the network or non-network broadcast companies. Notification of guidelines will be made to all players as far in advance as is practical.
- a. Should weather delay the tournament play throughout the majority of the event scheduled, and a live television broadcast is scheduled, the top two seeds left in the tournament will be required to play the final match for the television broadcast, weather permitting. Any player that refuses to comply with this stipulation will be subject to severe fines and/or suspension and/or expulsion.
- b. If a team in the finals is unable to compete, the next highest seeded team will be required to participate in an exhibition match against the remaining finals team. This team will be compensated \$1,000 per/player for their participation.

## 4.13 Pregnancy or Injury Points

In the event of pregnancy or serious injury\*, the 365-day period used to determine a player's rank will be extended up to an additional 365 days. If a player misses two consecutive seasons due to injury or pregnancy, an additional 365 days may be added, however these points will be only be worth 50%.

Practical example --

- Athlete gets hurt and needs to claim injury point freeze.
- Athlete's points will be frozen once AVP is notified via email.
- Points will be frozen for 365 days (or 365 days from date of birth for pregnancy claims) aka Date of Restart.
- Best 4 finishes at the time of freeze will be held.
- Once points become unfrozen (Date of Restart), athlete must replace their 4 frozen finishes by the end of the next <u>FULL</u> season.
- If unable to replace 4 finishes before the end of the next full season, those remaining frozen finishes will be worth 50% for the remainder of that subsequent season.

- Replacement of frozen finishes will be in the order of the oldest to newest of best 4 finishes at time of stoppage claim.
- Replacing your frozen finishes can be with either an AVP America/AVPFirst/AVPNext/AVP Tour event.
- A new AVP Tour finish will ALWAYS be used to replace a frozen finish, but a new AVP America/AVPFirst/AVPNext finish will ONLY be used to replace a frozen finish if it is higher than that frozen finish it is replacing. If no finishes can be replaced by the end of the next FULL season, then highest new finishes from AVP America/AVPFirst/AVPNext will be used to replace frozen finishes.

A request for point stoppage due to pregnancy or injury must be filed with the AVP immediately upon determination that a player will miss 80% of the open events in a given season. If such request is not filed within the prescribed time, AVP reserves the right not to grant a player request. Players returning from pregnancy or serious injury must file their request for point reinstatement at least 30 days prior to their return to competition.

During a player's absence due to pregnancy or injury, a player must seek dispensation from the AVP prior to participating in any beach volleyball events. Requests for such dispensation must be submitted to the AVP at least 21 days prior to their participation.

\*A serious injury is defined as an injury that prevents a player from participating in 80% of the open events in a given season and must be verified by a letter from a licensed physician, submission of Injury Form in Player Portal and subject to examination by AVP approved physician.

## 5.0 PLAYER'S CONDUCT, RIGHTS AND RESPONSIBILITES

### 5.1 Travel Expenses

- a. Players shall be responsible for all their own travel expenses, including hotel, air, and per diem. Players are encouraged to coordinate travel with other players in order to cut down on costs.
- b. The AVP shall not be required to make any contributions toward expenses of players competing in an AVP tournament.

c. For the 2019 season, hotel costs will be covered for the main draw teams in the following events: Huntington, Austin, New York, Seattle, Chicago & Hawaii. Costs will be covered per team (double room) for the day prior to the start of main draw competition and the days in which they are competing, except Sunday nights. Teams will be removed from the hotel block the day following their elimination.

## 5.2 Player Performance

### **5.2.1 Player Participation**

- a. Subject to Section 5.2.1 (b) below, players shall attend and compete in each AVP Event in which player qualifies at any geographic location within the Contract Territory (as defined in the AVP Player Contract) during the Contract Year if Player is ranked in the top thirty two (32) players on the Monday prior to the applicable AVP Event. This requirement shall apply except for players receiving dispensation as outlined in the Player Agreement in section 4. An AVP Event is defined as a tournament owned and/or operated by the AVP or sanctioned by the AVP. Players in violation of this Section 5.2.1 will be subject to fine up to \$5,000.00 and/or suspended for future events for failure to participate without being excused by the AVP.
- b. Players ranked in the top 32 who are unable to participate in an AVP Event must inform the AVP in writing at least two weeks prior to the event stating that they will not be attending. Reasons for requesting a Management Approved Absence may include injury, illness, surgery, playing partner did not show due to force majeure reasons or any such reason approved by AVP Management. If a request is made less than 14 days prior to the AVP Event, a player must still notify the AVP in writing, whereby the AVP will determine in its sole discretion if such circumstances warrant an excused absence. Notice does not equate to an excused absence.

## 5.2.2. Competing Tours

Players are prohibited from competing in any beach volleyball event other than AVP Events unless given written permission by the AVP. All players must notify the AVP in writing if they wish to participate in a non-AVP or non-AVP Sanctioned Event. If a player participates in such Event without approval as set forth herein, a player shall be subject to fines up to \$5,000, suspension and/or expulsion.

### 5.2.3. Appearance

All AVP players shall at all times conduct themselves with due regard to social conventions and decency at and away from AVP Events, and will not commit any unlawful act or become involved in any situation or occurrence which degrades them in society, or which brings them into public disrepute, contempt, scandal or ridicule or which shocks, insults or offends the community or reflects unfavorably upon the AVP. AVP players who violate this clause shall be subjected to fines, suspension and/or expulsion from the AVP.

### 5.2.4. Health

- a. Players agree to report to AVP Events in good health and physical condition, and prepared to play.
- b. If a player becomes injured or ill during the Contract Year and is unable to compete in one or more AVP Events as required herein, the player shall be required to present a medical release form signed by a licensed medical practitioner to the AVP in order to be released from contractual obligations and/or avoid fines. AVP reserves the right to have an AVP physician examine the player to verify such injury or illness.
- c. Players seeking injury/pregnancy points must inform AVP of an injury/pregnancy subject to the guidelines in 4.13.

### 5.2.5 Knowledge of the Rules

Each player shall maintain a comprehensive knowledge of the AVP rules. Players shall also maintain knowledge of the player's standards and policies as outlined in this Player Handbook and as discussed at tournament meetings.

### **5.2.6 Players Tent**

The player tent is for athletes, AVP approved medical staff, coaches, and AVP staff only. No family members, friends, personal attendants, personal medical staff or anyone else is allowed in the player tent. Food and beverages are for players, AVP approved medical staff, and coaches only. Players removing food or beverages for parties other than players are subject to fines.

### **5.2.7 Player Apparel**

Players shall comply with the apparel requirements set forth below.

All playing partners participating in the main draw are required to wear the same color swimwear. This means the same color shorts for the men and the same color suits for the women. The apparel can be different in design and can be from any manufacturer but must be the same color such that it is clear the players are a team. In the case of patterned swimwear, all colors in the pattern must match your partner. If you have any questions, please contact AVP Management.

Teams ranked in the top 16 should have their names transferred onto their competition apparel. If a player would like to substitute a nickname or their first name for their last name (i.e. Rosie for Rosenthal), a player must submit their request for approval from the AVP office. The AVP reserves the right to disapprove any identification other than your last name. Any team who fails to comply with AVP apparel requirements will be subject to a fine of \$125 per infraction, with increasing each subsequent occurrence increasing by \$125. Fines will be automatically deducted from the player's prize money. Teams in the Qualification Tournament will not incur fines since they do not earn money in the Qualifier but will be forced to forfeit their match for apparel violations. Referees will monitor uniform compliance.

## 5.3 Team Default ("No-Show")

A team is considered to have 'defaulted' on their commitment to play if they were entered in the Qualification Tournament or Main Draw Tournament and if one or both of the players do not arrive in time for any match. Match times displayed on the Qualification bracket for the first two rounds and the Main Draw bracket, are guaranteed earliest start times. If your court is delayed or does not have a start time, your match WILL START 10 minutes after the previous match ends. If one or both players are not present at the start of the match there will be a ZERO TOLERANCE POLICY and will result in an immediate forfeit. It is the player's responsibility to confirm their final seeding and start time. AVP reserves the right to change start times in its discretion. Accordingly, players should arrive at the event at least thirty minutes prior to the scheduled start of competition each day. In the event of a "No Show", the player(s) shall be subject to the following:

- a. The defaulting team's players will be sanctioned with a Default Fine of \$150.00 each. If one of the defaulting team's players is ready to compete at the scheduled time then the fine for that player may be waived. The other player who was not ready to compete at the scheduled time will be fined.
- b. This fine must be paid prior to the registration deadline for the next event that the player(s) wishes to enter. If the fine payment is not

received by the registration deadline for that event, the entry will not be accepted.

- c. If a player(s) defaults for a second time, the player(s) will be sanctioned with an increased Default Fine of \$250.00, and, in AVP's discretion, may be suspended from playing for one or more subsequent events.
- d. Teams who default will NOT receive prize money, a finish, or ranking points for the event. For those players bound by the contract to perform at each event, unless prior approval by the AVP has been granted, failure to show after entering will be treated as a missed event, and as such, the fines, penalties and suspensions will be applied accordingly.
- e. Players not otherwise bound by the contract must follow the protocol outlined above and shall be subject to the same fines and penalties. This includes players not signed under the AVP contract who have entered the open qualifier.

## 5.4 Team Default Once Competition Commences

- a. Once a tournament commences, any player who is scheduled to compete but fails to return to the competition will not receive any tour points or prize money for the tournament, unless excused by the AVP Tournament Director. Players who leave the event due to medical reasons must get approval from both the AVP Tournament Director and AVP medical personnel at the event.
- b. If a team defaults a match during competition, such team shall be disqualified from the tournament, subject to fine and shall forfeit all prize money earned at said event. In addition, such team faces possible suspension.
- c. A team may default a set in the finals and continue participating in the match.

## 5.5 Conduct/Fines

A player is subject to a red card penalty<sup>1</sup> at the referee's discretion for committing the following violations:

<sup>&</sup>lt;sup>1</sup> A red card is a penalty that results in an automatic fine of \$100, which will be deducted, from prize money. A red card results in the loss of a rally. When a team is penalized with a red card, the opposing team is awarded a point.

- Players shall not persistently address the official with regard to decisions during play.
- Players shall not make derogatory remarks about or to an official, either on or off the court.
- Players shall not make personal or derogatory remarks about or to opponents or spectators.
- Players shall not taunt an opponent on or off the court of play during a match.
- Players shall not use profanity.
- Players shall not kick or hit the ball out of playing area during play, during a side change or after the game.
- Players shall not intentionally damage tournament equipment, hang on the net, kick banners or throw any objects.
- Players shall not physically assault or intimidate officials, opponents, AVP staff or spectators.
- Players shall not act in a manner that intentionally slows the game.
- Physical assault of any referee, tournament official or any other tournament participant by any player, shall result in automatic disqualification, a fine and immediate disqualification from participation in any future sanctioned tournaments of the AVP for a period determined by the AVP in its sole discretion. Depending on the nature of the assault, a player may be disqualified for life.
- Any other actions that are deemed by the referee to greatly fall below the level of positive and professional conduct required of players, or actions that offend the traditional norms of the AVP community or the community in which the Event is being held.

In addition to the automatic \$100.00 fine for a red card, AVP shall have the discretion to impose additional fines, suspensions and/or expulsion for any and all of the behaviors set forth in AVP Rulebook.

## 5.5.1 Drug Control and Testing

a. The AVP does not support the use of banned or restricted substances or methods for the purposes of performance enhancement. Players shall not use any illegal drugs during competition or while representing the AVP. To see the list of banned and restricted substances, please consult the United States Anti-Doping Agency (USADA) Guide to Prohibited Classes of Substances and Prohibited Methods of Doping available online at the USADA website. Additional USADA materials will be handed out separately to all players. Medically necessary medicines can be petitioned to AVP management if a player finds them to be in conflict with this list.

- b. All athletes participating in AVP Events shall be subject to drug testing by the USADA at AVP Events on a random basis.
- c. Penalties shall be imposed in the discretion of AVP for positive tests for prohibited substances and/or prohibited methods of doping. In addition, for the use, condoning the use, or counseling the use of banned substances and/or banned methods of doping:
  - (1) First violation Up to a one (1) year suspension from all AVP activities.
  - (2) Second violation Up to a three (3) year suspension from all AVP activities.
  - (3) Third violation Lifetime suspension from all AVP activities.
- d. FIVB restrictions, sanctions and fines will be applied to those players found in violation while competing internationally. The AVP reserves the right to apply its own fines and suspensions for violations at such international events as determined by the above rules.

### 5.5.2 Gambling and other Unsportsmanlike Conduct

- All participants (players, coaches, officials, and management) in tournaments and meetings under the authority of AVP have a duty to conduct themselves in a reasonable and acceptable manner. They must avoid all unsportsmanlike conduct, acts or practices that are, in the opinion of AVP, detrimental to the sport.
- b. A player found to be in violation with any of the following rules shall be automatically fined \$1,000.00 and shall also be subject to suspension and possible permanent expulsion from the AVP:

(1) A player shall not bet money or anything else of value on a formal volleyball competition in which the player is a competitor.

(2) A player shall not offer or give a bribe, gift, payment, reward or anything of value to any other player with the intention of influencing the player efforts in a competition; nor shall a player solicit, agree to accept a bribe, gift, payment, reward or anything of value offered or given with the intention of influencing the player's efforts in competition.

(3) A player must report promptly to the AVP any known or suspected violations by anyone of the rules enumerated in subsections (1) and (2) above.

(4) Players shall not gamble in any manner related to AVP pro beach volleyball.

(5) A player may not use any AVP mailing list for personal or business related matters. The list is for competition exclusively.

### 5.5.3 Unlawful Harassment

AVP shall take all reasonable steps to prevent discrimination and harassment from occurring. In addition to prohibiting other forms of unlawful discrimination, AVP maintains a strict policy prohibiting sexual harassment and harassment because of gender, genetic characteristics or information, race, color, national origin, ancestry, religion, creed, physical or mental disability, cancer-related medical condition, marital status, veteran status, sexual orientation and age, or any other basis protected by applicable law. All such harassment is prohibited. AVP's anti-harassment policy applies to all AVP employees, players and independent contractors involved in the operations of AVP and prohibits harassment by any employee of AVP including independent contractors.

### Sexual Harassment

Federal and state law defines sexual harassment as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made a term or condition of employment; or (2) submission to or rejection of such conduct is used as basis for employment decisions affecting the individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an player's work performance or creating an intimidating, hostile or offensive working environment.

This definition includes many forms of offensive behavior. The following is a partial list:

- a. Unwanted sexual advances.
- b. Offering employment-related benefits in exchange for sexual favors.

- c. Making or threatening reprisals after a negative response to sexual advances.
- d. Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters.
- e. Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, comments about an individual's body or dress.
- f. Verbal sexual advances or propositions.
- g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations
- h. Retaliation for reporting harassment or threatening to report harassment.

It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is unlawful whether it involves employees of AVP who are co-workers or supervisors, or by persons doing business with or for AVP, including independent contractors.

### 5.5.4 Preventing Sexual Harassment

AVP's Complaint Procedure:

- a. AVP's complaint procedure provides for an immediate, thorough and objective investigation of any sexual harassment claim, appropriate disciplinary action against one found to have engaged in prohibited sexual harassment, and appropriate remedies to any victim of harassment.
- b. Players who believe they have been sexually harassed, including by persons doing business with or for AVP, should provide a written or verbal complaint to the Chief Operating Officer of AVP as soon as possible. The complaint should include details of the incident(s), names of individuals involved and the names of any witnesses. Supervisors and managers must immediately refer all harassment complaints to the Chief Operating Officer.
- c. All incidents of sexual harassment that are reported shall be investigated. The Chief Operating Officer will immediately

undertake or direct an effective, thorough and objective investigation of the harassment allegations. The investigation will be completed and a determination regarding the harassment alleged will be made and communicated to the player(s) who complained and the accused harasser(s). If AVP determines that sexual harassment has occurred, AVP will take effective remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment. If a complaint of sexual harassment is substantiated, appropriate disciplinary action, up to and including discharge, will be taken. Whatever action is taken against the harasser will be communicated to the individual who complained, and AVP will take appropriate action to remedy any loss to the individual resulting from the sexual harassment.

## 5.5.5 Additional Enforcement Information

In addition to AVP's internal complaint procedure, players should also be aware that the Federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) investigate and prosecute complaints of sexual harassment in employment. The addresses and telephone numbers of these agencies can be found in the telephone directory.

## 5.5.6 Other Types Of Unlawful Harassment

In addition to sexual harassment, AVP's policy prohibits all types of harassment which are based on a player's gender, genetic characteristics or information, race, color, creed, sex, marital status, age, national origin or ancestry, physical or mental disability, medical condition, veteran status, sexual orientation or any other basis prohibited by federal, state or local law. All such harassment is prohibited. The policies and procedures described above apply to all types of unlawful harassment and players should feel free, without fear of retaliation, to follow the procedures set forth above if they believe they have been unlawfully harassed.

For more information, contact the Management of AVP.

## 5.6 Disciplinary Action Continued - Fines, Penalties, Suspension, Expulsion

### 5.6.1 Right to Discipline

AVP has the right to impose fines, penalties, suspensions, expulsions and any other disciplinary action it deems necessary or appropriate in its sole discretion,

and deduct the amount thereof, if any, from any monies due or that will become due to player. AVP agrees to meaningfully discuss with the Player Committee in advance any disciplinary action that involves fines or penalties over \$500, suspension, and/or expulsion, except in instances involving infractions related to section 4F of the Player Agreement.

### 5.6.2 Player's Opportunity to Address Disciplinary Action and/or Air Grievances

If a player believes he/she has been unfairly disciplined or has a general grievance, the player must first contact the Players' Committee to seek clarification of the relevant rule or guidance with regard to the grievance. The Players' Committee, in its discretion, may then contact the AVP on behalf of the player to discuss the matter with the AVP, except in instances involving infractions related to section 4F of the Player Agreement.

If the Players' Committee chooses not to contact the AVP on behalf of the disciplined player and the player is still dissatisfied, then the AVP invites the disciplined player to seek clarification directly from or bring its grievance directly to the AVP, provided that some proof is shown that the player first contacted the Players' Committee. The AVP will in good faith consider the matter, and render its opinion or decision in a timely manner.

### 5.6.3 Payment of Fines - Payment Deadline

- a. All imposed fines must be paid to AVP prior to entering a tournament.
- b. Failure to pay fines on time will result in additional fines and suspensions from tournaments as determined by the AVP Management.
- c. Fines, including any failure to pay penalties, which are not paid before the end of the Contract Year, may result in subsequent player suspension from AVP membership.
- d. If a fine is not paid at the tournament in question, AVP shall have the right to deduct such fine from the player's winnings from the tournament. If the player has no winnings, and the fine is not paid before entering another tournament, the player will be suspended from all AVP events until the fine is paid. (To this end, each player who enters a tournament is subject to the player's fine being deducted from the player winnings). The player thereby consents to the payment of the player's prize money directly to the AVP to the extent of such a fine or fines, and releases any and all persons

from any liability for failure to pay the prize money to the player instead of to the AVP).

e. All automatic fines will be deducted from prize money earned without prior written notice to the player provided verbal communication of such offense has been given to the player at the time the offense occurred.

# 6.0 Periodic and Discretionary Handbook Updates

AVP will update this handbook periodically and will make every effort to communicate this to all interested parties. It is the responsibility of any interested parties to continually monitor this document and be aware of any changes.

AVP reserves the right to make discretionary changes to this player handbook at any time.

# 7.0 AVP CONTACTS

Phone: (949) 679-3599 Email: <u>contact@avp.com</u> Tournament information or questions: <u>avpplayers@avp.com</u> Prize money checks: <u>contact@avp.com</u>

Last Updated: April 2, 2019

## Appendix A : COACHING PROCEDURES AND POLICY

### I. INTRODUCTION

There has been a continuing increase in the number of coaches utilized on the AVP Tour. This is a positive indicator of the growth of the sport and also the value that the players put on coaching in a sport where coaching has historically been an afterthought. Each of you is a representative of a small, but significant group, and each of you comes under constant scrutiny on Tour. Players, other coaches, AVP sponsors and the AVP fans are observing you at every tournament.

It is important to realize that the increased significance and exposure of coaching on Tour also brings added responsibility. As one of a small but significant group, each of you plays an important role with regard to the future stature of coaching on Tour. The manner in which you handle yourself as a professional on Tour will have a direct bearing on how coaches as a group will perceived.

In order to conduct yourself as a professional, it is important that you understand clearly what is expected of you. With this in mind, the AVP Tour coaching policies and procedures provided below should give you a clear understanding of how each of you will be expected to conduct yourself as a professional and as a coach on the AVP Tour.

### II. COACHING PROCEDURE

### A) The Coach and his/her Team(s)

There is no limitation to the number of teams an individual can coach at an AVP tournament. However, any AVP team is limited to only one designated coach at any particular AVP tournament, unless otherwise cleared by Tournament Director.

### B) Registration and Payment

A prospective coach can **only** register as a coach by email with Tournament Director at the AVP office or at the information booth at an AVP event. **The charge to coach one team per event on the AVP Tour is \$75 and the discounted rate for the entire season is \$300 per team.** Payment can be made upon registration at coaching link provided to all players that register.

### C) Orientation

Prior to actually coaching a match, the coach is required to meet with the Tournament Director at an AVP tournament site to go over the AVP Tour Coaching Policy and Procedures.

#### **D)** Credentials

Each accredited coach will pick up a credential from the information booth at each tournament. The credential is to be worn and visible at all times while you are on site as it will provide you access to the event, the playing courts at which your team plays and the player tent.

#### E) Appearance

As a professional, the manner in which you present yourself is important. While it is mandatory that you wear a shirt and shorts, trunks or bathing suit bottom any time that you are coaching at a court, even while you are not coaching but on site, you should be cognizant that your appearance is an important consideration with regard to how you are perceived.

#### F) Food and Drinks

Coaches will eat their meals and snacks in the player tent.

#### G) Player and Referee Tents

Coaches may use the player tent for shade, relaxation and food. Coaches will always handle themselves in a thoroughly professional manner while in the player tent. It is never appropriate for a coach to be in the referee tent.

#### H) Filming & Photography

Coaches are permitted to film matches. Once a match at which you are coaching has started, you are not permitted to be involved in the filming in any way thereafter until the match is over. You are not allowed to attend to your camera during the match. A coach may film matches in which his/her team is not participating, however such filming must be done in a manner that is not in any way intrusive to the participants or spectators.

Coaches are not allowed to conduct still photography during a match they are coaching.

### I) Coaching ("Drilling") Players on the Court

A coach is allowed to drill his/her players on the playing court until the time at which there are ten minutes remaining in the warm-up period. At that point, the coach will leave the playing court. Coaches can assist in warming up their respective team prior to a match up to the time the official indicates the 10-minute mark to the start of the match. At that time, all coaching assistance on the court shall cease.

### J) Coaching and Playing

An individual cannot participate in an AVP event, "event" to be inclusive of the qualifier, as both a player and a coach. Each AVP event is considered individually and separately in this regard, so an individual may participate as a coach *or* as a player, but not both, at any particular AVP event as he or she chooses.

#### K) Gambling and Unsportsmanlike Conduct

- a. All participants (players, coaches, officials, and management) in tournaments and meetings under the authority of AVP have a duty to conduct themselves in a reasonable and acceptable manner. They must avoid all unsportsmanlike conduct, acts or practices that are, in the opinion of AVP, detrimental to the sport.
- b. A coach found to be in violation with any of the following rules shall be automatically fined \$1,000.00 and shall also be subject to suspension and possible permanent expulsion from the AVP:

(1) A coach shall not bet money or anything else of value on a formal volleyball competition in which the coach has a team competing.

(2) A coach shall not offer or give a bribe, gift, payment, reward or anything of value to any other coach or player with the intention of influencing the coach or players efforts in a competition; nor shall a coach solicit, agree to accept a bribe, gift, payment, reward or anything of value offered or given with the intention of influencing the participants efforts in competition.

(3) A coach must report promptly to the AVP any known or suspected violations by anyone of the rules enumerated in subsections (1) and (2) above.

(4) Coaches shall not gamble in any manner related to AVP pro beach volleyball.

(5) A coach may not use any AVP mailing list for personal or business related matters. The list is for competition exclusively.

### **III. COACHING POLICY DURING A MATCH**

#### A) Dress / Appearance

1) A coach **must** wear his/her credential while coaching a match.

A coach is expected to dress and maintain his/her appearance at the court in a manner consistent with the dignity and integrity of the sport. Beyond this requirement, a coach courtside will at all times wear minimally a shirt and shorts / bathing suit bottom.

#### **B)** Location

- 1) A coach must <u>sit</u> in the players box on the same side of the court on which his/her team is playing. The coach changes sides of the court as the team changes sides of the court.
- 2) A coach is to remain off the court at all times, including before the start of the match, unless the coach is drilling his/her team previous to that point at which ten minutes remain in the warm-up time frame. A coach is to remain stationary during the match with the following exceptions:
  - a) Change side of the court at side changes
  - b) Address or attend his/her team during time-outs or any other extended interruption in play deemed suitable by the referee.
- 3) A coach may leave a match in progress to coach another of his/her teams at a different match. A coach in such instances may join the subsequent match in progress. A coach is not permitted to leave a match in progress and return to that same match at a later point in time at his/her pleasure as this is potentially disruptive to the match.

### C) Authority

- 1) A coach may not personally call a time-out, but may verbalize or signal communicate to his/her team that they personally call a time-out.
- 2) A coach may only communicate with his/her team regarding game strategy or any other subject matter at the following times:
  - a) Before the match begins
  - b) During time-outs
  - c) Any other extended interruption in play deemed suitable by the referee.

3) Note: coaches are not permitted to communicate strategically with their team during side changes.

#### D) Behavior

- 1) A coach may not address the Tournament Director, Director of Officials, match officials, or opposing players before, during, or after a match while on site with regard to officiating, player conduct, playing conditions or any other subject matter that impacts the competition. A coach is **not** considered a team spokesperson by tournament officials and will not be allowed to take on that role.
- 2) A coach may not use an audible obscenity or make an obscene gesture within the precincts of the tournament site.
- 3) A coach will not abuse (verbally or physically) tournament officials, opposing players, spectators, or other persons within the precincts of the tournament site.

#### E) Misconduct and Sanctions

- 1) The players a coach represents are responsible for the conduct of their coach. Consequently, officials are instructed to address the coach's players and not the coach if a coach engages in misconduct.
- 2) If coach misconduct occurs during a match, the team will be warned and penalized in accordance with normal yellow and red card procedures.
- 3) The players will be responsible for the payment of any fines suitably assessed by the Tournament Director due to the misconduct of their coach.
- 4) In circumstances that are deemed flagrant or particularly injurious to the success of the tournament, the Tournament Director may at his/her discretion order the coach to be removed from the site of the match or the precincts of the tournament site and upon the coach's failure to comply with such order may declare an immediate default of the coach's team.
- 5) A coach will be subject to having his/her AVP coaching credential revoked by the Tournament Director for a term to be determined by the AVP, including permanently, due to conduct the AVP determines is detrimental to the Tour or the sport of Pro Beach Volleyball.

### IV. CONCLUSION

Your cooperation and professionalism on the Tour is appreciated. If you are not clear on any policy or procedure, please feel free to ask the Tournament Director for clarification. If there are activities or areas of conduct that are not covered above, please ask before you break new ground or conduct yourself in a way that may not meet with approval. Thank you for working with the AVP Tour in a manner that will bring mutual creditability to the individual coach, the profession of coaching and the AVP Tour.

## Appendix B: PLAYER CONDUCT

### I. UNSPORTSMANLIKE CONDUCT

Players shall not conduct themselves in an unsportsmanlike manner and shall give due regard to the authority of officials and the rights of opponents, spectators and others.

#### A) Ball Abuse

- 1) A player shall not violently, dangerously, recklessly, with loss of temper or with negligent disregard of the consequences kick or throw a volleyball within the confines of the tournament site.
- 2) Violation shall subject a player to a fine of up to \$200 for each violation.

#### B) Equipment Abuse

- 1) A player shall not violently, dangerously, recklessly, with loss of temper or with negligent disregard of the consequences, throw or strike any Tour equipment or other object within the confines of the tournament site.
- 2) Violation shall subject a player to a fine of up to \$200 for each violation.

#### C) Verbal Abuse

- A player shall not, at any time, verbally abuse any official, opponent, spectator or other person within the confines of the tournament site. Verbal abuse will constitute a statement directed at an official, opponent, spectator or other person that implies dishonesty, or is derogatory, insulting or otherwise abusive.
- 2) Violation shall subject a player to a fine of up to \$300 for each violation.

#### D) Additional Unsportsmanlike Conduct

- 1) A player shall not engage in any behavior which can be considered abusive or detrimental to the sport and which does not fall within the specific categories above.
- 2) Violation shall subject a player to a fine of up to \$300 for each violation.

## **II. OFFENSIVE CONDUCT**

Players shall not conduct themselves in a manner that could be categorized as offensive to reasonable people.

### A) Profanity

- 1) A player shall not use any audible profanity within the confines of the tournament site. Profanity in this instance shall be any words which are commonly understood to be profane and are audible to the Tournament Director, Head Referee, referee, down official, linesmen, ball retrievers or spectators.
- 2) Violation shall subject a player to a fine of up to \$300 for each violation.

### B) Visible Obscenity

- 1) A player shall not make obscene gestures of any kind within the confines of the tournament site. Such an obscenity would constitute a physical signal by a player with his/her hand, body or any equipment that is commonly thought of as obscene by reasonable people.
- 2) Violation shall subject a player to a fine of up to \$500 for each violation.

### III. AGGRESSIVE CONDUCT

Players shall not conduct themselves in a manner that can be considered intimidating, threatening or physically abusive to officials, opponents, spectators or other persons.

### A) Aggressive Confrontation

- 1) A player shall not aggressively or in an intimidating manner confront an official, spectator, opponent, spectator or other person within the confines of the tournament site.
- 2) Violation shall subject a player to a fine of up to \$300 for each violation.

### B) Aggressive Confrontation at the Officials' Tent

1) A player shall not aggressively or in an intimidating manner confront an official at the officials' tent.

 Violation shall result in the player receiving an automatic fine of \$300.

#### C) Player Shaking Referee Stand

- 1) A player shall not at any time shake the referee stand in the course of "discussion" with the referee.
- Violation shall result in the player receiving an automatic fine of \$250.

#### D) Verbal Threat

- 1) A player shall not overtly or subtly verbally threaten an official, opponent, spectator or other person within the confines of the tournament site.
- 2) Violation shall subject a player to a fine of up to \$1,000.

#### E) Physical Threat

- 1) A player shall not by his/her actions engage in behavior that can be construed as physically intimidating or threatening to any official, opponent, spectator or other person within the confines of the tournament site.
- 2) Violation shall subject a player of a fine of up to \$2,500. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of Physical Threat shall also constitute the player Major Offense of Aggravated Behavior.

### F) Physical Abuse

- A player shall not physically abuse any official, opponent, spectator or other person within the confines of the tournament site. Physical abuse can constitute the mere unauthorized touching of an official, opponent, spectator, or other person.
- 2) Violation will subject a player to a fine of up to \$5000. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of Physical Abuse shall also constitute the player Major Offense of Aggravated Behavior.

#### G) Leaving the Playing Court

- 1) A player shall not leave the playing court during warm-ups, during a match or immediately following a match to aggressively confront an official, opponent, spectator or other person.
- 2) Violation will subject a player to a fine of up to \$5000. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of leaving the Court shall also constitute the player Major Offense of Aggravated Behavior.

### IV. MAJOR OFFENSE OF AGGRAVATED BEHAVIOR

No player at any AVP Tour event shall engage in Aggravated Behavior as follows:

#### A) Singular incident

- 1) One incident of behavior that is flagrant, singularly egregious, and particularly injurious to the AVP Tour or AVP Tournaments.
- 2) Violation will subject a player to a fine of up to \$10,000 and/or suspension from the AVP Tour for a minimum period of seven days and a maximum period of one year.

#### B) Multiple Incidents

- 1) A series of two or more violations within a twelve-month period which singularly do not constitute aggravated behavior, but when viewed together establish a pattern of conduct that is collectively egregious and is detrimental or injurious to the AVP Tour or AVP tournaments.
- Violation will subject a player to a fine of up to \$10,000 and/or suspension from the AVP Tour for a minimum period of seven days and a maximum period of one year.

