

**TENNIS NEW ZEALAND INCORPORATED/  
TE TĒNEHI O AOTEAROA MANATŌPŪ**

## **TNZ National Data and Systems Regulation**

Published Version 1 Approved by the TNZ Board on 11 June 2025

Commencement Date: 12 June 2025

Review Date: 12 June 2026

# **TNZ National Data and Systems Regulation**

## **1 Purposes and scope**

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The purposes of this regulation are to

- set out procedures for collection, use and storage, access to and protection of membership data collected by Tennis NZ;
- support participation and administration of tennis;
- allow efficient and effective communication by Tennis NZ and Member Organisations with members and other participants of tennis; obtain information about members, to better understand their needs and preferences and to ensure that strategies and programmes of Tennis NZ and its Members are consistent with those;
- enable Tennis NZ and Member Organisations to seek funding and sponsorship to support tennis locally, regionally and nationally;
- assist Tennis NZ and Member organisations to comply with the Incorporated Societies Act 2022, by having a register of members.

Data use includes managing relationships with members, operating competitions, running marketing promotions, planning for and improving future services, processing transactions, and providing digital communication with stakeholders.

Scope: this regulation applies to all TNZ national IT systems and databases.

## **2 Status, Application & Commencement**

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**2.1 This Regulation was approved by the TNZ Board under Rule 55 of the TNZ Constitution.**

**2.2 This Regulation is binding on all**

**2.3 - Members**

**2.4 - Officers**

**2.5 - members of the TNZ BAP**

**2.6 - employees, contractors and third-party service providers who handle personal data on behalf of Tennis NZ and Tennis NZ member entities; and**

**2.7 - other entities and individuals who agree to be bound by it.**

**2.8 This Regulation shall come into force with effect from 12 June 2025.**

#### 3.1 Operation and security of National Database:

The National Database will be operated and maintained by Tennis NZ, which will be responsible for:

- performance and maintenance of the systems, architecture, security and design; and
- for user administration and access control.

Tennis NZ owns the copyright and all IP rights of the National Database.

The information held on the National Database remains the property of the individual or entity who supplied it.

#### 3.2 Access to Data

Some data is required to be in the public domain, e.g. competition results, schedules, locations, teams etc.

Access to sensitive data, e.g. Personally Identifiable Information (PII) or commercially sensitive data, will only be provided to permitted users (see clauses 4.3 and 4.4), and such access will be based on their role and the data they require to perform their duties.

The following people will have authorised access to the National Database:

- Tennis NZ staff;
- permitted users from member organisations (see below); and
- employees or contractors from any technology or database service provider undertaking development or maintenance services to the National Database.

Any person who is authorised to access the National Systems and Database will, on provision of a log-in, be bound by the terms and conditions set out in schedule 2 of this regulation.

Those specified above will only have access to the following information:

- Tennis NZ staff: such information as is necessary to fulfil the purposes of the National Systems and Database, and for TNZ to discharge its responsibilities under 4.1 above;
- authorised persons from Member Organisations: all data collected on their members by Tennis NZ;
- employees or contractors of database service providers: such information as is necessary for them to provide their contracted services.

Any person whose member data is held in the National Database may request a copy of that data, by emailing the Tennis NZ Privacy Office and /or their Member Organisation. Tennis NZ and/or the Member Organisation will respond no later than 20 working days after the request.

### 3.3 Permitted Users

Each Member Organisation will authorise permitted users, and their names and contact details will be submitted to the CEO of Tennis NZ. The Tennis NZ CEO will issue each permitted user with a log-in along with the Terms and Conditions (schedule 2).

If a Member Organisation wishes to change a permitted user, it will advise the Tennis NZ CEO.

TNZ will review and verify annually the Permitted User list.

### 3.4 User roles and permissions

Role	Scope	Member Admin	Comms (non-marketing)	Marketing
Club Admin	Own club members	Update access	Yes	Yes to those who have not opted out
RTO Admin	Own region members	Read and amend own member info.	Yes, for regional comms	Yes to those who have not opted out
LTP admin	Own members	Read	Yes, for regional comms	Yes to those who have not opted out
TNZ Marketing	All non opt-out members	Read	Yes, for National comms	Yes to those who have not opted out
TNZ IT	All data, but for IT support	Access for support and corrections		
TNZ Admin	All data for trends/reporting/ Membership composition etc	Read		
NAO Admin	Own affiliate members	Read and update	Yes for relevant events	Yes to those who have not opted out
AMTA	Own members	Read and update	Yes for relevant events	Yes for those who have not opted out
Regional Masters	Own region	Read and update	For relevant events	Yes for those who have not opted out

Tennis NZ will monitor all marketing communication and, in consultation with RTO's, national marketing protocols will be developed if necessary.

## **4 Data Collection**

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### **4.1 Types of Data Collected - Individuals**

Tennis NZ will collect the following data from clubs and other member organisations:

- personal data such as name, date of birth, gender, ethnicity, email address, phone number;
- name and email address of the parent/guardian of an individual under 18 applying for membership;
- demographic details, date of application of members, duration of membership, and any other data as approved by the Tennis NZ Board.

### **4.2 Types of Data Collected - Organisations**

Member organisations (TNZ/RTO/LTP/NAO/LAO/AMTA) will collect from their (non-individual) members:

- the category of membership;
- email address, physical address, website address, officer information i.e. name /email address and date of appointment of the President, CEO or equivalent position or secretary, permitted users (see above) and any other information as specified in the TNZ Constitution or TNZ regulations.

### **4.3 Methods of Collection**

Data may be collected through several sources including agreed digital Membership Management System (MMS) and tournament software. The data will be incorporated into the National Database via an integrated mechanism.

## **5 Consent and Privacy**

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### **5.1 Consent**

Tennis NZ and member organisations will obtain explicit consent from individuals before collecting and using their personal data, except where otherwise permitted by law.

Tennis NZ will maintain an individual's consent preferences, e.g. opt out for various comms at club, member organisation and TNZ.

### **5.2 Member Application Form**

The clauses in Schedule 1 of this regulation will be included in the application form (provided by Tennis NZ) to be used by each Member Organisation or every individual or entity wishing to become a member. Consent for provision of personal data as per this regulation is included in the application process.

## 5.3 Privacy

Each Member Organisation and every user of the Tennis NZ system will comply with:

- the Privacy Act 2020;
- Tennis NZ's Privacy Policy <https://tennis.kiwi/privacy>; and
- all other applicable laws for personal information collected and held by the Member Organisation using an MMS or any other means.

Tennis NZ shall comply with the Privacy Act 2020 and other applicable laws for personal information collected and held by it, including on the National Database.

## 6 Data Storage and Security

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**6.1 Storage:** personal data will be stored securely in both physical and electronic formats.

**6.2 Security Measures:** Tennis NZ will implement appropriate technical and organisational measures to protect personal data against unauthorized access, alteration, disclosure or destruction. Such measures will include, but not be limited to: secure role-based access control, encrypted secure data storage, systems are well maintained and regular security and operational reviews.

## 7 Data Sharing

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### 7.1 Internal Sharing

Personal data may be shared internally within the applicable Member Organisation for the purpose of managing relationships with members, operating competitions, running marketing promotions, planning for and improving future services, processing transactions, and providing digital communication with stakeholders

### 7.2 External Sharing

Personal data may not be shared with third parties for marketing purposes. Data may be shared with trusted partners (i.e. Sport NZ) which adhere to TNZ's data protection standards, and where that is recorded in a data sharing agreement. If a Member Organisation wishes to share personal data with a trusted partner, TNZ must be informed and review the data share agreement completed by the Member Organisation and the third party. TNZ will maintain a register of all third parties' data is shared with.

Tennis NZ or any Member Organisation may send promotional material and any other information from and on behalf of a third party to individuals (who have agreed to receive marketing material), provided the use is in keeping with the purposes specified in this regulation.

## **8 Data Retention and Deletion**

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### **8.1 Retention Period**

Personal data may be retained only for as long as is necessary to fulfil the purposes for which it was collected, or as required by law.

### **8.2 Deletion**

Personal data that is no longer needed will be securely deleted or anonymised.

## **9 Individual Rights**

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### **9.1 Access**

Individuals have the right to access their personal data held by TNZ or a Member Organisation.

### **9.2 Correction**

Individuals may request correction to inaccurate or incomplete data. Tennis NZ will ensure the request for correction is made.

### **9.3 Deletion**

Individuals can request the deletion of their personal data under certain conditions. Where those conditions are met, Tennis NZ will ensure that the request for deletion is actioned (the conditions are included in the NZ Privacy Act 2020).

## **10 Breach Notification**

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### **10.1 Incident Response**

In the event of a data breach, TNZ will promptly assess the situation and take appropriate action to mitigate any harm. Such action may include managing the incident under Tennis NZ's Crisis Response Plan.

### **10.2 Notification**

In the event of a data breach, affected individuals will be notified.

Other relevant stakeholders and media may be notified depending on the severity of the breach. Relevant authorities will be notified of any data breach as required by law.

## **11 Training and Awareness**

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### **11.1 Employee Training**

All employees and volunteers of Tennis NZ, Member Organisations and contractors handling personal data will be provided with regular training on data protection regulations and good practices.

## **12 Compliance and Monitoring**

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### **12.1 Compliance Checks**

Regular audits and compliance checks will be conducted to ensure adherence to this regulation.

### **12.2 Audit**

Electronic audit records will be held on all creation, updates, deletions and access to data held on the National Systems. Electronic audit trails will be available to all registered users of the National Database.

### **12.3 Reporting**

Any breach of this regulation must be reported to the Privacy Officer at Tennis NZ.

## **13 Review and Updates**

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### **13.1 Regular Review**

This regulation will initially be reviewed 12 months after commencement, and then on a 3-year cycle (unless otherwise required sooner) to ensure that remains up-to-date with legal requirements and good practice.

### **13.2 Updates**

Any changes to this regulation will be communicated by TNZ to all relevant parties.

## **14 Breach of Regulations**

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Any breach of this regulation will be dealt with:

- in accordance with the TNZ Constitution and TNZ regulations and/or the constitution or regulations of the Applicable Member Organisation;
- unless the breach is by an employee or contractor, in which case the breach will be dealt with in accordance with the relevant employment agreement or contract.
- on a case-by-case basis depending on the nature, extent and reason for the breach.

## **15 Contact Information**

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For any questions or concerns regarding this data regulation, please contact the TNZ Privacy Officer on [admin@tennis.kiwi](mailto:admin@tennis.kiwi)

## SCHEDULE 1

### MANDATORY CLAUSES

The following clauses shall be included in all application forms for Membership by an individual or an entity of any Member Organisation.

*The applicant agrees that if they become a Member of [insert name of RTO, LTP, Club, NAO, LAO or AMTA as applicable]:*

- a. they also consent to becoming a member of [insert name of Applicable LTP, Applicable RTO, etc] ("Applicable Member Organisations") and Tennis NZ (TNZ);*
- b. they also consent to the personal information provided in this application for membership to be collected, held and used by the Club, other applicable Member Organisations for the purposes as laid out in the TNZ National Data and Systems Regulation;*
- c. they shall promptly update via the MMS and/or advise any changes to their membership information to the Club or applicable Member Organisation;*
- d. they consent to receiving marketing information, unless opting out of receiving marketing information;*
- e. they will be bound by, and shall comply with the constitutions, regulations and all rules, codes, standards, resolutions, decisions, policies and procedures of Club, and all applicable Member Organisations (the Constitutions and Regulations of TNZ and [insert name of member organisation] are available here – <https://tennis.kiwi/abouttennisnz/policies-and-reports/>;*
- f. they are subject to the jurisdiction of the Club and all applicable Member Organisations including their respective disputes and disciplinary procedures;*
- g. they shall comply with, and if a Member Organisation of TNZ, enforce the Rules of Tennis, tournament rules and other rules related to Tennis, or any Tennis events, approved by TNZ.*

## **SCHEDULE 2**

### **TERMS AND CONDITIONS APPLICABLE TO PERMITTED USERS OF NATIONAL DATABASE**

Access to and use of the National Database by a Permitted User shall be in accordance with the TNZ Constitution, TNZ Regulations and following terms and conditions:

1. The member organisation will advise Tennis NZ annually of the list of Permitted Users to obtain National Systems and Data access, as well as any changes to the users during the year, and TNZ will action accordingly.
2. Upon being issued by TNZ with a temporary password/login, the Permitted User will select a unique password they will use to access the National Database. This password shall not be disclosed to any other individual except the TNZ Privacy Officer (on request).
3. The Permitted User shall only access and use that part of the National Database that they are authorised to access and use and shall do so in accordance with the TNZ National Data and Systems Regulation. The Permitted User agrees to complete any required training on system use and managing personal data.
4. The permitted access shall end immediately upon the end of their employment, engagement or appointment or reason for which they are entitled to access the National Database.
5. The Permitted User shall not disclose any information contained on the National Database to any other individual, other than in accordance with the TNZ National Data and Systems Regulation.
6. The Permitted User undertakes that all information they enter into or change in the National Database is accurate based on the information given to them and they have been notified by the Member concerned to make such change.
7. The Permitted User shall not copy or reproduce any information contained on the National Database, unless such reproduction is authorised by the TNZ National Data and Systems Regulation.
8. TNZ may suspend or withdraw access to a Permitted User of the National Database at any time.
9. TNZ may vary these Terms & Conditions at any time and, where practicable, will inform all Permitted Users about any such variation prior to it coming into effect, unless a more immediate change is required for legal or operational reasons.
10. Any breach of these terms and conditions will be dealt with in accordance with the TNZ Constitution and TNZ Regulations and/or the applicable constitution or regulations of the Applicable Member Organisation.
11. If Permitted User becomes aware of any breach or system defect, they are to report it to TNZ at the earliest opportunity.