



## RULES OF INTERPRETATION

These Rules of Interpretation, set out principles of interpretation, other general provisions, and definitions, that apply to all Rules and Regulations (whether issued before or after these Rules of Interpretation come into effect), unless specifically stated otherwise in a specific Rule or Regulation.

### 1. General Principles of Interpretation

- 1.1 In the event of any inconsistency between the Constitution and any other Rules or Regulations, the Constitution shall prevail.
- 1.2 The Constitution, Rules, and Regulations will be published in English and French, and any other language decided by the Chief Executive Officer. In the event of any inconsistency between the English version and any other version, the English version shall prevail.
- 1.3 Rules and Regulations are to be interpreted and applied in a manner that protects and advances their respective purposes. In the event that a matter arises that is not foreseen in the Rules or Regulations in issue, it shall be addressed in the same manner.
- 1.4 In the event of a question arising at any time on a matter not provided for in, or as to the meaning or proper interpretation or application of any Rules or Regulations, Council may determine the same, by reference to the purpose(s) of the Rules or Regulations in issue.
- 1.5 In all Rules and Regulations, unless expressly specified otherwise:
  - 1.5.1 words importing one gender include the other genders;
  - 1.5.2 words in the singular include the plural, and words in the plural include the singular;
  - 1.5.3 references to Clauses, Paragraphs, Schedules and Appendices are, unless otherwise stated, references to clauses, paragraphs, schedules, and appendices to those Rules or Regulations (as applicable);
  - 1.5.4 any reference to a provision in a Rule or Regulation includes any modifications or successor provisions made or issued from time to time;
  - 1.5.5 any reference to the International Athletics Association Federation (or IAAF) shall mean the World Athletics, formerly the International Athletics Association Federation (or IAAF).
  - 1.5.6 any reference to legislation includes any modification or re-enactment of legislation enacted in substitution of that legislation, and any regulation,

order-in-council or other instrument from time to time issued or made under that legislation;

- 1.5.7 any reference to an agreement includes that agreement as modified, supplemented, novated or substituted from time to time;
- 1.5.8 a reference to "writing" or "write" includes fax and email;
- 1.5.9 a reference to "may" shall mean "in the sole discretion of such person";
- 1.5.10 Unless otherwise defined, a reference to a person includes natural persons, corporate bodies, and unincorporated bodies (whether or not having separate legal personality), and also includes the legal personal representatives, successors and permitted assigns of such person;
- 1.5.11 a reference to a "day" means any day of the week and is not limited to working days;
- 1.5.12 an expression of time refers to Central European Standard Time;
- 1.5.13 headings and tables of content are for reference only and shall not affect the proper interpretation and application of the Rules or Regulations in question;
- 1.5.14 schedules and appendices form an integral part of the Rules or Regulations to which they are scheduled/appended, but if there is any inconsistency between any provisions in the main body of the Rules or Regulations and the content of the schedules or appendices, the provisions in the main body of the Rules or Regulations shall prevail;
- 1.5.15 where commentary is provided, it is to be used as an aid to the proper interpretation of the provision(s) on which it is commenting; and
- 1.5.16 any words following the terms "including", "include", "in particular", "such as", "for example", or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. General Provisions**

- 2.1 Since the Rules and Regulations apply globally, insofar as possible they are to be interpreted and applied not by reference to particular national or local laws, but rather by reference to general principles of law common to most if not all legal systems. Subject thereto, the Rules and Regulations are governed by and are to be interpreted and applied in accordance with the laws of Monaco (excluding its conflict of law rules).
- 2.2 If any provision or part-provision of any Rules or Regulations is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity, legality and enforceability of the rest of the Rules or Regulations.

- 2.3 Where a Rule or Regulation refers to a decision to be taken by the World Athletics, without further specifying the decision-making body, that decision shall be made by Council, or by its chosen delegate.
- 2.4 Where a Rule or Regulation confers a power or imposes a duty on the holder of an office, that power shall be exercised, or the duty is to be performed, by the holder for the time being of the office, unless delegated to another person where the holder is properly authorised to delegate such powers.
- 2.5 Any deviation from the provisions of any Rules or Regulations by an officer or other representative of World Athletics and/or any irregularity, omission, or other defect in the procedures followed by such officer or other representative shall not invalidate any finding, procedure or decision unless it is shown to render that finding, procedure or decision unreliable.
- 2.6 Notifications:
- 2.6.1 Save where expressly specified otherwise, any notification to be given under a Rule or Regulation to World Athletics, without further specifying the body or person to whom the notification is to be given, is only sufficiently given if it is made in writing, in English or French, and delivered by electronic mail to [notices@worldathletics.org](mailto:notices@worldathletics.org). For the avoidance of doubt, this rule does not apply to the service of any process or other documents in any litigation or arbitration or other external dispute resolution proceedings of any kind.
- 2.6.2 Any notification to be given under a Rule or Regulation by a person (the “Notifying Party”) will be deemed to have been sufficiently given to the party to whom the notice is required to be given (the “Receiving Party”) if it is made in writing and signed or authorised by an authorised person of the Notifying Party and delivered by one of the following means to the Receiving Party:
- 2.6.2.1 by post to the last known address of the Receiving Party;
- 2.6.2.2 by personal delivery, including by courier, to the published physical address of the Receiving Party;
- 2.6.2.3 by electronic mail, to the published email address of the Receiving Party; or
- 2.6.2.4 by facsimile to the published facsimile number of the Receiving Party.
- 2.7 Deadlines and time limits:
- 2.7.1 Any deadline or time limit that is stated in a Rule or Regulation to run from notification shall be deemed to start running on the day on which the notification is delivered. Any deadline or time limit that is stated in a Rule or Regulation to run from the happening of another event or the doing of an act or thing shall be deemed to start running on the day after the happening of the event or the doing of the act or thing.
- 2.7.2 Official holidays and non-working days are included in the calculation of deadlines and time limits, save where they would be the last day of the

deadline or time limit in question, in which case the last day of that deadline or time limit will be the next day that is not an official holiday or non-working day.

2.7.3 A deadline or time limit will be deemed to have been complied with if the notification is delivered or other act or thing is done before midnight Central European Standard Time on the day on which the deadline or time limit expires.

## 2.8 Transitional provisions:

2.8.1 Rules and Regulations shall come into effect on the date specified by Council, unless specified otherwise.

2.8.2 Council may amend, supplement, replace or revoke Rules or Regulations from time to time, as it sees fit. Such amendments and/or supplementary and/or replacement provisions shall come into effect on the date specified by Council.

2.8.3 Unless expressly specified otherwise, Rules and Regulations (including amendments and supplementary or replacement provisions) shall apply retroactively if they are procedural, but if they are substantive they shall not apply retroactively, but rather only to matters arising after they come into effect. Instead, any matter that is pending as of the date the Rules or Regulations come into effect, and any matter that arises after that date but relates to facts occurring prior to that date, shall be governed by the substantive provisions of the Rules and Regulations in force prior to that date, unless the principle of *lex mitior* applies.

## 3. Generally Applicable Definitions

3.1 Unless a contrary intention appears, defined words and defined terms used in these Rules of Interpretation and/or in any other Rules and Regulations shall be denoted by starting with capital letters, and shall have the meaning set out in the Generally Applicable Definitions, or the meaning given to them in the Constitution.