



Conflict of Interest Policy

Implementation Date: 1988

Amendment Dates: Nov. '98 (#C.98.09S), Nov. '05 (#E.05)

1. Sponsors secured for National events cannot be in conflict with WSWC sponsor and suppliers. Conflict of Interest is defined but not limited to:

- On-site* commercial identification in televised, or non-televised areas
- On-site* presence with or without commercial identification with the exception made for Vendor booths,
- On-site* product sampling, including distribution of information,
- On-site* public announcement.

** On-site: refers to the field of play, spectator areas, entrance gate, parking area, vendor booth and display area, and competition facilities and areas.*

Conflicting companies to WSWC boat sponsors do not have the right to identify their name, logo, or product photo, through an event related ad placed by a marina, retail/sporting goods, store, ski school, or other similar type of small businesses.

2. Companies who are direct competitors to WSWC sponsors and suppliers are entitled to vendor booth presence, provided the companies products or services are being exhibited via a second party; a marina, retail or sporting goods store, ski school or other similar type of small businesses. The second party's name should be identified and easily visible inside the booth. Efforts will be made to avoid the exclusive and/or excessive display of the conflicting companies' products inside the booth. Vendor booths are to be set away from the televised and high traffic areas.

3. Every Executive Board member, officer, committee chairperson and committee member of the WSWC (each of such persons being hereinafter referred to as a "volunteer") in exercising his or her powers and discharging his or her duties shall act honestly and in good faith with a view to the best interests of the WSWC and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Subject to the foregoing, no Volunteer shall be liable for the acts, receipts, neglects or defaults of any other Volunteer or of any employee, or for joining in any receipt or other act for conformity, or for any loss, damage or expense happening to the WSWC through the insufficiency or deficiency of title to any property acquired for or on behalf of the WSWC, or for the insufficiency or deficiency of any security in or upon which any of the monies of the WSWC shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortuous acts of any person with whom any of the monies, securities or effects of the WSWC shall be deposited, or for any loss occasioned by an error of judgment or oversight on his or her part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his or her office or in relation thereto; provided that nothing herein shall relieve any Volunteer from the duty to act in accordance with any applicable statute or from liability for any breach thereof.

Subject to any limitations imposed by any applicable statute, the WSWC shall indemnify a Volunteer, a former Volunteer, and his or her heirs and legal representatives, against all costs, charges, and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him or her in respect of any civil, criminal or administrative action or proceeding to which he or she is made a party by reason of being or having been a Volunteer of the WSWC, if:

- (a) he or she acted honestly and in good faith with a view to the best interests of the WSWC; and
- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he or she had reasonable grounds for believing that his or her conduct was lawful.