

New Zealand Olympic Committee
Promotion and Advertising Guidelines
Lillehammer 2016 Olympic Games

Dated: 13 August 2015
Version: 1

INTRODUCTION

Purpose

The purpose of this guideline is to help Participants and National Federations understand what they can and can't do regarding any promotion and advertising associated with the Youth Winter Olympic Games.

These guidelines are separate into six sections

- A. **New Zealand Law:** This section contains a general guideline as to the key laws that apply to the use and protection of Olympic Rights in New Zealand.
- B. **Olympic Rights:** This section outlines the scope of "Olympic Rights" that are owned/controlled by the International Olympic Committee and the New Zealand Olympic Committee.
- C. **Rule 40 of the Olympic Charter:** This section explains Rule 40, how it impacts Participants during and around the time of the Olympic Games and the process for obtaining a Rule 40 Waiver.
- D. **Rule 50 of the Olympic Charter:** This section provides an explanation of Rule 50 and how it impacts what Participants wear and use during the Winter Youth Olympic Games.
- E. **Content on Websites, Magazines and Social Media:** This section contains guidelines around how Partners and National Federations can report on the Winter Youth Olympic Games (and the activities of Participants participating in the Olympic Games).
- F. **Use of the New Zealand Team Mark:** This section contains guidelines for Participants and National Federations with regard to the use of the trade mark developed for the Games Team.

Please note these Guidelines are intended to provide guidance only as to what may or may not be acceptable. They are not exhaustive. Independent legal advice should be sought where necessary.

Should you have any queries or concerns please do not hesitate to contact NZOC's Commercial Director at phil@olympic.org.nz and/or NZOC's Communications & Public Affairs Director at ashley@olympic.org.nz.

DEFINITIONS

Games Team means the team selected to represent New Zealand at the Lillehammer 2016 Winter Youth Olympic Games.

IOC means the International Olympic Committee.

IOC Rights means the commercial and intellectual property rights owned/controlled by the IOC.

NOC means National Olympic Committee (which includes the NZOC).

Non-Olympic Commercial Partner means a commercial organisation (including sponsors and media organisations) who sponsor/endorse (or otherwise supports) a Participant in the Winter Youth Olympic Games (or is a commercial partner of a National Federation), but does not have a commercial arrangement with the IOC or an NOC.

NZOC Rights means the commercial and intellectual property rights owned/controlled by the NZOC.

Olympic Charter means the document that codifies the fundamental principles of Olympism, and the rules and by-laws adopted by the IOC, a copy of which is available at www.olympic.org/Documents/olympic_charter_en.pdf.

Olympic Commercial Partners means an organisation that has a commercial arrangement with either the IOC or NZOC to exploit certain Olympic Rights or NZOC Rights.

Olympic Rights means IOC Rights and NZOC Rights.

Participant means an athlete/competitor, coach, trainer or official participating in the Lillehammer 2016 Winter Youth Olympic Games (and also includes a group of athletes/competitors competing in the Games Team).

Protected Period means the period nine days prior to the opening ceremony of the Lillehammer 2016 Winter Youth Olympic Games through to the end of the third day after the closing ceremony of the Games; being the period 3 February – 24 February 2016.

A. NEW ZEALAND LAW

Set out below are the key New Zealand laws providing protection against the unauthorised use of the Olympic Rights detailed in Section B of these Guidelines. Use of Olympic Rights without authorisation may lead to liability under one or more New Zealand laws.

1. Major Events Management Act 2007 (MEMA)

New Zealand has in place legislation that provides:

- (a) protection for events that are declared to be "major events"; and
- (b) protection, and control over the use of, certain emblems and words relating to the Olympic Games and Commonwealth Games. A breach of MEMA can lead to a fine up to \$150,000.

Under MEMA it is an offence for any person who, without the written authorisation of the NZOC:

- causes an incorporated/unincorporated body to be formed under any name, title, style or designation that includes protected words (or so closely resembles any protected word as to be likely to deceive or confuse any person);
- in a business, trade or occupation, carries on activities under any word, name, title, style or designation that includes any protected word or emblem (or so closely resembles any emblem or word as to be likely to deceive or confuse any person).
- in a business, trade or occupation, displays, exhibits or otherwise uses any word, name, title, style or designation that includes a protected emblem or word (or so closely resembles any emblem or word as to be likely to deceive or confuse any person).

One of the key aims of MEMA is to prevent what is commonly referred to as "ambush marketing". Ambush marketing, in the context of the Olympic Games, involves a Non-Olympic Commercial Partner conducting itself in such a way as to give the impression that it is associated with the Olympic Games, the IOC and/or the NZOC (e.g. as an official sponsor), when in fact it has no rights to do so.

Under MEMA, the following emblems and words are protected:

- **Emblems (Part 1):**



- **Words that are names (Part 2):** Part 2 of the Schedule in MEMA sets out the following as words relating to the Olympic Games which are protected:

Five Ring Olympic symbol
 Five Ring Olympic symbol with a Fern Leaf
 International Olympic Committee
 National Olympic Committee
 New Zealand Olympic and Commonwealth Games Association Incorporated
 New Zealand Olympic Committee Incorporated
 New Zealand Olympic Team
 New Zealand Youth Olympic Festival Team
 New Zealand Youth Olympic Team
 New Zealand Youth Olympic Winter Team
 Olympic Games
 Olympic Gold

- **Words relating to Olympic Games (Part 3):** Part 3 of the Schedule in MEMA sets out the following as words relating to the Olympic Games which are protected:

The expressions "Rio 2016", "Rio de Janeiro 2016" and any words in Column A when used in connection with any words in column B:

Column A	Column B
Games	Rio de Janeiro
Olympiad	Rio
Olympian	2016
Olympic	First
Olympics	1st

Note: There are further words set out in Column A and B of Part 3.

It should be noted that the NZOC has requested the Ministry of Business, Innovation & Employment (MBIE) to update Parts 1, 2 and 3 of the Schedule in MEMA to replace/delete certain emblems and to include further words that should be protected from unauthorised use.

2. Fair Trading Act 1986

The Fair Trading Act prohibits conduct in trade which is misleading or deceptive, or likely to mislead or deceive. Further, and more specifically, under the Fair Trading Act no person in trade, in connection with the supply or possible supply of goods or services, may make a false and misleading representation that a person has any sponsorship, approval, endorsement or affiliation.

Remedies for a breach of the Fair Trading Act include an injunction and an award of damages.

3. Trade Marks Act 2002

A trade mark registration under the Trade Marks Act 2002 gives the proprietor of a mark the right to the use of the registered trade mark as a trade mark for the goods and/or services covered by the registration within New Zealand. A person may infringe a registered trade mark if the person does not have the right to use the registered trade mark and uses in the course of trade a sign similar or identical to the registered trade mark in relation to similar or identical goods/services.

If a trade mark is infringed, the proprietor may seek remedies that include an injunction and an award of damages or account of profits.

4. Copyright Act 1994

Copyright law provides for automatic protection for original works of authorship. It protects against the copying of a wide variety of works including, among others, original artistic and literary works. A person infringes copyright if the whole or a substantial part of a copyright work is copied without authorisation.

In a civil proceeding for copyright infringement, a copyright owner can seek an award of damages or account of profits, injunctions, and orders for delivery up or disposal of infringing copies.

5. Common law: Passing Off

In addition to breaches of the Fair Trading Act 1986, the common law provides protection from the tort of "passing off". Passing off includes conduct that misleads or deceives consumers into thinking that a person has any sponsorship, approval, endorsement or affiliation when this is not in fact the case. Conduct that otherwise misleads or deceives consumers may also amount to passing off.

Remedies in a successful passing off action include injunctions and an award of damages or account of profits.

B. OLYMPIC RIGHTS

1. Overview

The Winter Youth Olympic Games are the exclusive property of the IOC.

The IOC owns the IOC Rights which include:

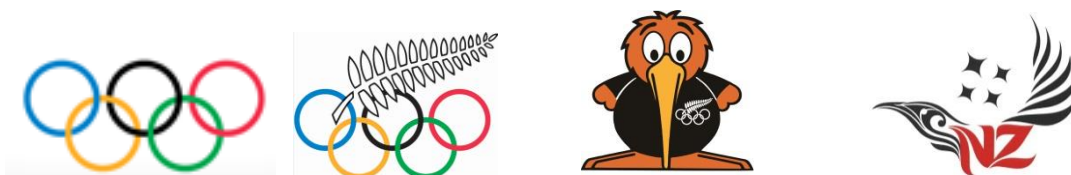
- All rights associated with the IOC rings.
- All rights associated with the Olympic flag, motto, anthem, the Olympic torch/flame, identifications, designations, emblems etc.
- The right to exploit and/or licence all commercial rights associated with the Winter Youth Olympic Games (including sponsorship, media, broadcasting and merchandising rights).

NZOC, as the NOC for New Zealand, has the exclusive right to exploit and license IOC Rights in New Zealand.

In addition to the IOC Rights, the NZOC owns/controls NZOC Rights which are complimentary to the IOC Rights.

The IOC Rights and NZOC Rights are together referred to as the Olympic Rights in these Guidelines.

Set out below are examples of Olympic Rights:



2. Unauthorised use of or other association with Olympic Rights

Use of Olympic Rights without authorisation may lead to liability under one or more of the laws outlined in Section A of these Guidelines. It is not necessary that specific words or emblems be used before an association with the Winter Youth Olympic Games, IOC or NZOC is created. In this regard, any form of misrepresentation that an entity has some form of sponsorship, approval, endorsement or affiliation when this is not in fact the case may lead to liability under, in particular, the Fair Trading Act 1986.

C. RULE 40 OF THE OLYMPIC CHARTER

1. Overview

- a. **Participant Compliance:** By signing the Athlete and Support Staff Agreements as appropriate, Participants selected or appointed to the Games Team are bound by the Olympic Charter.
- b. **Rule 40 of the Olympic Charter:** Rule 40, in general, relates to eligibility for participation in the Olympic Games (which includes the Winter Youth Olympic Games): Sub-rule 40.3 of the Olympic Charter states “Except as permitted by the IOC Executive Board, no competitor, coach, trainer or official who participates in the Olympic Games may allow his person, name, picture or sports performances to be used for advertising purposes during the Olympic Games.”
- c. **The intent of Sub-rule 40.3 is to:**
 - Ensure the focus remains on the field of play – uncluttered by advertisement; and
 - Honour and protect the rights of IOC and NOCs, and in-turn ensure the ability of those organisations to host competitions and support their representing Olympic teams.
- d. **The IOC issues Sub-rule 40.3 guidance prior to each Games:** In the past, IOC has provided Rule 40.3 guidance which has given NOCs the ability to grant Rule 40 waivers to Olympic Commercial Partners, allowing only such entities to use Olympic Games Participants’ images for advertising purposes during the Protected Period.

2. Latest Update

New Sub-rule 40.3 Guidance: In April 2015, the IOC issued new Sub-rule 40.3 guidance for the Olympic Games (including Winter Youth Olympic Games) that, for the first time, allows for Non-Olympic Commercial Partners to continue to run generic advertising featuring a Participant’s name/image during the Protected Period **provided that there is no** commercial association with the Olympic Games or related Olympic Rights.

3. NZOC Sub-rule 40.3 Guidance

- a. **Lillehammer 2016:** The NZOC has implemented Sub-rule 40.3 guidance for the Lillehammer 2016 Winter Youth Olympic Games that may allow Non-Olympic Commercial Partners to continue to use a Participant’s name/image during the Protected Period (for advertising purposes ***provided that***

- Such use clearly does not create, directly or indirectly, the impression of a commercial association between the Non-Olympic Commercial Partner's brand and the Olympic Games, the IOC, the Olympic Movement, NZOC, the Games Team or any Participant's participation in the Lillehammer 2016 Winter Youth Olympic Games;
 - Such use was started at least **4 months** before the Protected Period; and
 - All advertising campaign materials and executions in New Zealand under Rule 40.3 (whether or not they are part of a global campaign) are submitted to and approved by NZOC's Commercial Director by the due date.
- b. **Factual Descriptions:** When using a Participant's name/image for approved advertising purposes, factual biographical descriptions of achievements are permitted where Olympic achievements are balanced with other achievements (e.g. World Cup, World Championships, Commonwealth Games, national titles etc.).

4. Waiver Applications

- a. In order to obtain a Rule 40 Waiver application, Participants should remember:
- All potential Participants in the Lillehammer 2016 Winter Youth Olympic Games seeking Rule 40 waivers from the NZOC must submit (or have their agent or the applicable NZOC Olympic Commercial Partner/Non-Olympic Commercial Partner submit) all proposed advertising campaigns and executions through to NZOC no later than **11 September 2015** (five months prior to the Protected Period).
 - Participants should NOT await final selection to the Games Team before requesting a waiver.
 - Rule 40 waivers are required for any products/services of an Olympic Commercial Partner/Non-Olympic Commercial Partner that bear a Participant's name/image (whether on the products/services themselves, or on marketing collateral).
 - NZOC Commercial Team will manage all Rule 40 waiver submissions and approvals.
 - Initial submissions may be in conceptual form, so long as the final campaign and any executions are submitted to NZOC for approval. For non-Olympic Commercial Partners, each and every advertising campaign and execution, (including, above the line, below the line) must qualify as generic advertising.

- All submissions must be accompanied by a media schedule demonstrating that the advertising campaign will be in market and run continuously starting no later than four months – **3 October 2015** – in advance of the Protected Period.
- NZOC will provide feedback on the creative campaign concept within **10 working days** of receipt.
- If the Participant featured in the advertising is not a member of the Games Team, the submission must be accompanied by an approval letter from that Olympic Participant's NOC.
- If the advertising campaign is a global campaign (more than just New Zealand), the Participant, (or their agent or the relevant NZOC Commercial Partner/Non-Olympic Commercial Partner) must additionally submit the advertising for approval to the IOC (www.extranet.olympic.org). The IOC will respond within 21 calendar days. The IOC will also revert to the NZOC if it is within NZOC's territory for approval.

5. Timelines for Lillehammer 2016

- **By 12 August 2015** – All potential Participants for 2016 Games will be added to the NZOC long list by their relevant National Federation.
- No later than **11 September 2015** – All Participants seeking Rule 40 waivers from the NZOC must submit (or their agent or the relevant NZOC Commercial Partner/Non-Olympic Commercial Partner submit) all proposed advertising campaigns to the NZOC Commercial Team.
- Between **11 September and 25 September 2015** – NZOC will consider all waiver applications and provide to the Participant (or their agent or the relevant NZOC Commercial Partner/Non-Olympic Commercial Partner) either a letter of approval, a request for change or a letter of non-approval.
- No later than **3 October 2015** – Campaign or advertisement must be active in market.
- For international applications to the IOC, applications must be sent in a timely manner (but in no event later than **10 January 2016**) and the IOC will provide an answer within 21 calendar days.

ADVERTISING EXAMPLES

ACCEPTABLE - EXAMPLE #1:



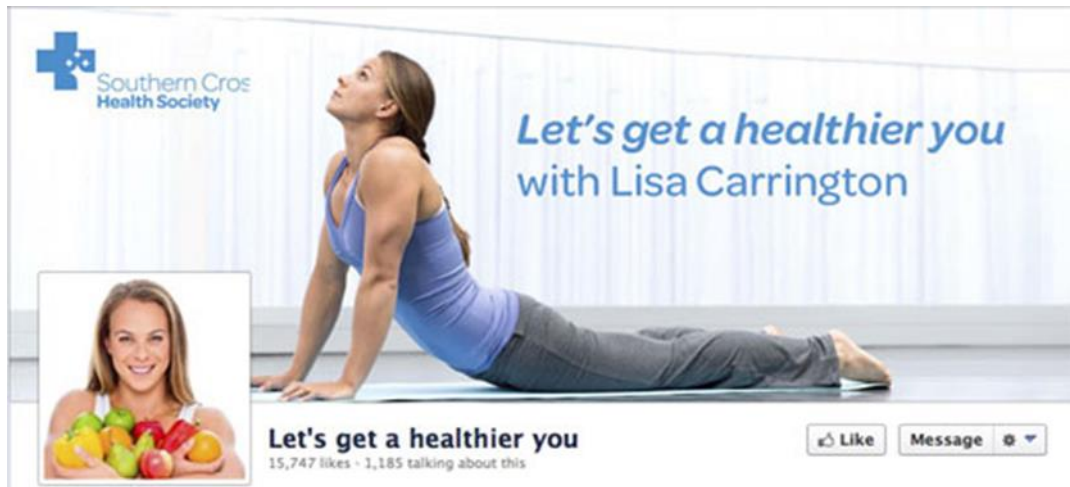
IOC Olympic Commercial Partner: This advertisement is likely to be acceptable as Omega has global rights as an IOC Olympic International Commercial Partner, provided the advertisement was submitted to the IOC for approval, pursuant to the Rule 40 Guidelines.

ACCEPTABLE - EXAMPLE #2:



NZOC Olympic Commercial Partner: This advertisement is likely to be acceptable as Volkswagen NZ has rights as a NZOC Olympic Commercial Partner, provided the advertisement was submitted to the NZOC for approval, pursuant to the Rule 40 Guidelines.

ACCEPTABLE - EXAMPLE #3:



Non-Olympic Commercial Partner: Even though Southern Cross Health Society is a Non-Olympic Commercial Partner, this advertisement would be acceptable during the Protected Period if Lisa (or her agent) submitted a Rule 40 waiver application in accordance with these Guidelines, for the following reasons:

- there is no use of, or association with, Olympic Rights;
- the campaign was in place 4 months prior to the Protected Period.

ACCEPTABLE - EXAMPLE #4:



Non-Olympic Commercial Partner: Even though Beef + Lamb is a Non-Olympic Commercial Partner, this advertisement would be acceptable during the Protected Period if Lisa Carrington and Sarah Walker (or their agents) submitted a Rule 40 waiver application in accordance with these Guidelines, for the following reasons:

- there is no use of, or association with, Olympic Rights;
- if the campaign was in place 4 months prior to the Protected Period.

NOT ACCEPTABLE - EXAMPLE #5:



Non-Olympic Commercial Partner: XYZ Company is a Non-Olympic Commercial Partner. This example advertisement would not be acceptable during the Protected Period, or at any other time, on the basis that there is an unauthorised use of, and association with, Olympic Rights.

D. RULE 50 OF THE OLYMPIC CHARTER

1. What is Rule 50?

While Rule 50 has a broader purpose to both prevent over-commercialisation of the Olympic Games and to keep the Olympic Games from being used as a platform for protests and propaganda of a political, racist or religious nature, Rule 50 also defines the rules for manufacturers' identifications and other identifying features on sports uniforms and equipment to prevent unauthorised commercial, political, religious or racial propaganda.

The IOC issues guidelines regarding authorised identifications of both clothing and equipment to ensure NOCs are clear on the required specifications.

2. When does Rule 50 Apply?

Rule 50 is in place during games time, essentially once a Participant's accreditation is validated at the Games Village.

3. New Zealand Games Team Uniform

All Games Team Uniform issued by the NZOC will be compliant with the IOC guidelines.

In addition, in accordance with the provisions in the Athlete Agreement and Support Staff Agreement respectively, Participants must wear the Games Team (PEAK) uniform issued to them at all official Games Team functions including but not limited to:

- Lillehammer 2016 Winter Youth Olympic Games Selection announcements;
- recognition of Winter Youth Olympic Games milestones;
- NZOC promotion opportunities;
- press conferences at the Winter Youth Olympic Games and prior to the Winter Youth Olympic Games, that are organised by, or associated with, the NZOC;
- medal ceremonies;
- in the Games Village; and
- opening and closing ceremonies.

Participants may not wear branded apparel or accessories that are not part of the Games Team uniform except in circumstances where:

- during the build up to the Winter Youth Olympic Games, NZOC has given approval for ordinary training/performance wear to be worn in authentic training sessions;
- medals are awarded at the venue immediately following competition and the IOC has mandated that performance wear must be worn on the podium and the NZOC has given approval; or
- Games Team apparel has not yet been issued to him/her.

4. Performance Wear

An athlete has the right to wear specified clothing for on the field/in competition performance. The NZOC will have the sole right to determine what clothing constitutes “Performance Wear” for each sport.

5. Competition Equipment

An athlete has the right to select special equipment for use in the Winter Youth Olympic Games. The NZOC will have the sole right to determine what equipment constitutes “Competition Equipment” for each sport.

In addition the NZOC may require an athlete to cover sponsor logos on Competition Equipment and/or comply with Rule 50 in relation to the logo requirements.

Please note Performance and Competition Equipment Guidelines will be made available from the NZOC once the IOC has finalised its guidelines regarding authorised identifications.

D. CONTENT ON WEBSITES, MAGAZINES AND SOCIAL MEDIA

1. General Rules

There are no legal restrictions on legitimate editorial use of protected words and images. This means that recognised news/media organisations may use images and protected words for the purpose of reporting the news.

However, there is a legal restriction on advertorials. An advertorial is where an advertisement is presented in the manner of an editorial which has the effect of suggesting that there is a relationship between the subject matter of the advertorial (in this case, the Winter Youth Olympic Games, IOC or the NZOC) and a company or an individual that has no right to be associated in this way.

Set out below are some guidelines that Participants and National Federations should follow when placing content in news publications and magazines, on websites and/or on other digital/social media platforms:

- Participants and National Federations should follow the general rules regarding use of any Olympic Rights; i.e. Olympic Rights cannot be used in any blogs, tweets, or any social media platforms or websites unless authorised by the NZOC. N.B The use of the NZOC rings/fern logo may only be used subject to the prior written approval by the NZOC Commercial Director;
- Third party sponsor logos must only be used on websites or in press release templates as they would be in the normal course of a business;
- Where a Participant/National Federation is undertaking any news reporting activities relating to the Winter Youth Olympic Games on its website or other digital/social media platforms, Non-Olympic Commercial Partner logos must be physically and visually separated from all Olympic references (including text and photos) on any Participant/National Federation website. N.B This could be achieved by putting the Non-Olympic Commercial Partners on the home page and keeping all Olympic references in a separate section/page of the website that does not feature any Non-Olympic Commercial Partners;
- Specific Winter Youth Olympic Games focused content sections are not permitted to have Non-Olympic Commercial Partner logos in place; and
- Factual and biographical references may be made but should be in small type rather than in banner headlines.

Participants should read the Social Media Guidelines which will be made available from the NZOC. Additional Social Media Rules will be released for the Winter Youth Olympic Games by the IOC and will be available closer to the Lillehammer 2016 Winter Youth Olympic Games.

2. Examples of compliant/non-compliant content:

Editorial use



Digital use



Editorial use



Digital use



F. NEW ZEALAND TEAM MARK

NZOC owns the registered New Zealand trade mark protection for this mark for a variety of goods and services. NZOC also own the copyright in this design.



The New Zealand Team Mark has been designed to be a symbol that unifies the Games Team, one that they can use to show the world where they're going and one that inspires them in their Olympic endeavours. The mark can also be used by Participants, National Federations and the New Zealand public to show their support of the Games Team.

The NZOC encourages Participants, National Federations and the New Zealand public to help spread their support by using this mark wherever they wish – as stickers on cars, posters in home windows and social media imagery.

The New Zealand Team Mark is not to be commercialised in any way by any person or organisation (including Non-Olympic Commercial Partners and NZOC Olympic Commercial Partners).

SCHEDULE 1
RULE 40 APPLICATION FORM

IMPORTANT: *in order for your application to be taken into consideration, this form, duly completed and signed, and the documents mentioned in the “Attachments required” item (if relevant), should be sent to the New Zealand Olympic Committee either by post or in electronic format, by 11 September 2015.*

PARTIPANT CONTACT INFORMATION

First name		Last name	
Sport		Discipline	
Correspondence Address		Email	
		Telephone	
		Mobile	
Applicable Period			

SPONSORS

Company Name			
Brand		Contact Name	
		Contact Position	
		Contact Telephone	
Campaign Territory			

Company Name			
Brand		Contact Name	
		Contact Position	
		Contact Telephone	
Campaign Territory			

Company Name			
Brand		Contact Name	
		Contact Position	
		Contact Telephone	
Campaign Territory			

ATTACHMENTS

Campaign Material	<input type="checkbox"/>
Explanatory letter from the Sponsor	<input type="checkbox"/>

PARTICIPANT ACKNOWLEDGEMENTS

Participant Acknowledgement	<p>The Participant acknowledges that:</p> <ul style="list-style-type: none"> Non-Olympic Commercial Partners are able to run generic advertising featuring Games Participants during the period nine days prior to the opening period through to the end of the third day after the Closing Ceremony (“the Protected Period”) so long as there is no commercial association with the Olympic Games, and only with the prior written consent of the NZOC. he/she has duly authorised the use of his/her name, likeness or other resemblance. all information provided corresponds, to the best of the Participant’s knowledge at the time of this application, the entire list of his/her sponsors who wish to run generic advertising during the Protected Period. the NZOC may directly contact any of the Participant’s sponsors, in order to receive additional information which may be reasonably required to consider the application.
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SIGNATURE

Participant’s Name	
Participant’s Signature	
Date	

RETURN OF INFORMATION, INCLUDING ATTACHMENTS TO:

Phil Devlin
Commercial Director
New Zealand Olympic Committee
PO Box 37-774
Parnell
Auckland 1151
Email: phil@olympic.org.nz