

BRAND PROTECTION

Olympic Marketing

Ambush Prevention and

Clean Venue Guidelines



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As part of the IOC initiative to update and standardise the technical manuals provided to OCOGs, this manual is using a new title for a version already in use. Please note that the content of this manual has not changed and the previous title may be used throughout this document. As it is referenced in the IOC Host City Contract, this manual should be considered part of said Contract.

The previous title was the following:

BRAND PROTECTION
Olympic Marketing Ambush Prevention and Clean Venue Guidelines

In order to provide OCOGs with a complete picture of an OCOG function, it is the intention to integrate Olympic and Paralympic information in the technical manuals, which may already contain Paralympic-specific remarks and information. General information may apply to both Olympic and Paralympic Games even though not explicitly mentioned.

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CHAPTER ONE

AMBUSH MARKETING PREVENTION AND CLEAN VENUE POLICY AND OVERVIEW

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SECTION I

THE OBJECTIVE OF THE MANUAL



The purpose of the *Olympic Marketing Ambush Prevention & Clean Venues Guidelines* is to assist the Olympic Candidate Cities and the Organising Committees for the Olympic Games (OCOGs) in planning and preparing for the Olympic Games by illustrating what the OCOG must do to: (a) protect Olympic intellectual property, including marks and imagery, by preventing and confronting infringement, (b) protect the rights of Olympic marketing partners by preventing and confronting ambush marketing, (c) protect the image of the Olympic Games by maintaining clean venues and a controlled and balanced host city commercial environment.

This manual presents requirements and guidelines for managing an ambush marketing prevention programme in a highly sensitive environment before and during the Olympic Games. This manual provides the OCOG with a comprehensive source of Olympic clean venue regulations and guidelines. Included are statements of programme objectives, background information on various issues, steps for programme implementation, and discussions of issues that are pertinent to the law, to the *Olympic Charter*, and to the Olympic Host City Contract.

Ambush marketing prevention efforts are designed to ensure that no entity creates a false or unauthorised association with the Olympic Movement. This is necessary for several reasons: (a) Olympic partnerships are vital to the Olympic Movement and to the future of sport, (b) the exclusive marketing rights of official Olympic partners must be protected, (c) unauthorised associations diminish the value of Olympic partnership investments and tarnish the image of the Olympic Movement, (d) if ambush marketing tactics succeed, partners might cease to support the Olympic Movement, (e) if partners cease to support the Olympic Movement, the future of sport will be jeopardised.

The *Olympic Charter* states that all Olympic events must take place in an environment that is free of commercial, political, religious, and ethnic influence, as well as any kind of publicity. The Olympic Movement's mandate on clean venues is necessary because clean venues: (a) preserve the integrity and image of the Olympic Games, (b) maintain an environment that is focused on sport competition, (c) ensure that the Olympic Games spectacle remains true to the philosophy of Olympism and to the Olympic spirit, (e) ensure that the core presentation of the Games is not tarnished by ancillary messages of any kind, (f) enhance the value of Olympic association, (g) help to protect the exclusive marketing rights of official Olympic partners.

The IOC hopes that this manual will assist the Organising Committee in fulfilling their obligations to provide protection with ambush marketing prevention programmes and clean venues. Please contact the appropriate party if you have any questions or comments.

Michael Payne
IOC Marketing Director

SECTION II

INTRODUCTION

THE IMPORTANCE OF PREVENTION



With regard to anti-ambush marketing efforts and clean venue compliance, the IOC affirms the position that prevention is better than cure. For this reason, this manual illustrates and emphasises the methods through which the OCOG can and must eliminate, as much as possible, the risk of ambush marketing activity and clean venue violations before problems arise.

Experience has shown that the best method of combating ambush marketing and of maintaining clean venues is to create an environment in which these dangers to the Olympic Movement are generally discouraged. From the perspective of the OCOG, however, there are very practical reasons for adopting this position — *prevention is better than cure*.

- Time management – The various departments of the OCOG that are impacted by ambush marketing activities and clean venue violations, particularly the brand protection department, will operate most efficiently and effectively by following the guidelines for prevention detailed in the chapters of this manual. The preventive guidelines and requirements provided in the manual are designed to conserve the time, energy, and resources of the OCOG.
- Cost effectiveness – The OCOG will conserve funds by creating an environment that discourages ambush marketing and clean venue violations by establishing programmes for communications and education, Olympic-related legislation, the outdoor advertising policy, tracking and seizure for ambush and counterfeit activities, and broadcast compliance monitoring. The cost of establishing these preventive programmes is considerably smaller than the potential cost of pursuing action against violators.

THE ROLE OF THE IOC



The International Olympic Committee (IOC) continues to approach the issue of ambush marketing in a disciplined, thoughtful, and effective manner. For this reason, there have been relatively few incidents of ambush marketing at past Olympic Games and fewer effective ambush incidents.

Though ambush marketing has not been a significant problem in the past, the risk does exist. The IOC and its marketing representative, Meridian Management, remain resolute in the effort to provide a greater level of protection for the rights of Olympic marketing partners and for the image of the Olympic Movement.

The IOC, as the governing body of the Olympic Movement, assumes the role as an experienced advisor and resource in the planning and implementation of these programmes. The IOC must grant approvals to the OCOG on various aspects of these programmes at various stages of implementation. The IOC does not activate an anti-ambush programme within the host country. The IOC and Meridian Management, however, will conduct tours of all Olympic venues prior to the staging of the Games to ensure that the regulations that are stipulated in the *Olympic Charter* and the Host City Contract have been met adequately, and to advise the OCOG accordingly.

SECTION III

GLOSSARY

In this section, and throughout this manual, textual citations have been excerpted from the *Olympic Charter* in force as from 17 June 1999 and from the Host City Contract for the Games of the XXVIII Olympiad in the year 2004.



Ambush marketing – The term *ambush marketing* in this manual includes all intentional and unintentional attempts to create a false or unauthorised commercial association with the Olympic Movement or the Olympic Games. Ambush marketing includes: (a) a non-partner company's use of creative means to generate a false association with the Olympic Games, (b) a non-partner company's infringement of the various laws that protect the use of Olympic imagery and indicia, and (c) a non-partner company's activities that intentionally or unintentionally interfere with the legitimate marketing activities of Olympic partners.

From the *Olympic Charter*:

To be valid, all contracts of the OCOG containing any element whatsoever of advertising, including the right or license to use the emblem or the mascot of the Olympic Games, must be in conformity with the Olympic Charter and must comply with the instructions given by the IOC Executive Board. The same shall apply to contracts relating to the timing equipment, the scoreboards, and to the injection of any identification signal in television programmes....

The OCOG shall ensure the protection of the property of the emblem and the mascot of the Olympic Games for the benefit of the IOC, both nationally and internationally [Bye-Laws 2 and 4 to Rule 61].

From the Host City Contract:

Avoiding Ambush Marketing: The City, the NOC and the OCOG acknowledge the importance of protecting the rights granted to Olympic sponsors and, to this effect, they agree to take all necessary steps, at their cost, including legal recourse if appropriate, to prevent and/or terminate any ambush marketing or any unauthorised use of the Olympic marks. Without limiting the generality of the foregoing, the City, the NOC and the OCOG shall ensure that there are no other marketing, advertising or promotional programmes in the host country, the activities of which will have any impact on the marketing programmes relating to the Games. For example, they shall ensure that no marketing programmes organised by one or more national federations, sports organisations or any other public or private entity in the host country shall refer to the Games, any Olympic team or the year of the Games. The City shall ensure that no sponsorship or marketing rights identified with the City — including any of its agencies, agents or any body of which it may form a part or on which it is represented — or the Games or the period in which the Games will be held shall be granted without the prior approval of the IOC Executive Board.



Brand – A *brand* is a message, either visual or verbal or both, that (a) communicates the identity and image of a product or service and (b) conveys a set of expectations of and associations with a product or service. A *brand* may take the form of a word, a mark, a symbol, a design, a term, or a combination of these.

Breach of Contract – The phrase *breach of contract* refers to any instance in which an Olympic marketing partner conducts any activity that violates the specific terms of its Olympic marketing agreement. Though no Olympic partner activities can correctly be referred to as ambush marketing, some *breach of contract* actions can have the effect of ambush marketing.

Broadcaster – A *broadcaster* or *broadcast partner* is a television broadcast company that holds the official rights to televise the Olympic Games in its home country or territory.

Clean venue – The term *clean venue* applies to a venue that complies with the standards established in the Host City Contract and the *Olympic Charter*. The term refers to the mandate that all structures, facilities, and areas that are used for official Olympic purposes be free of commercial advertising and other messages deemed inappropriate for the Olympic Games environment.

From the *Olympic Charter*:

No kind of demonstration or political, religious, or racial propaganda is permitted in the Olympic areas. No form of publicity shall be allowed in and above the stadia and other competition areas which are considered as part of the Olympic sites. Commercial installations and advertising signs shall not be allowed in the stadia, nor in the other sports grounds [Rule 61].

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No form of publicity or propaganda, commercial or otherwise, may appear on persons, on sportswear, accessories or, more generally, on any article of clothing or equipment whatsoever worn or used by the athletes or other participants in the Olympic Games, except for the identification . . . of the manufacturer of the article or equipment concerned, provided that such identification shall not be marked conspicuously for advertising purposes. [Bye-Law (1) to Rule 61].

From the Host City Contract:

Propaganda, Advertising and Other Commercial Activities at Venues —

The City, the NOC and the OCOG shall ensure that the provisions of the Olympic Charter relating to the prohibition of propaganda and advertising are strictly observed. No Olympic venue shall be encumbered during the period of the Games by any franchise, concession or any other commercial agreement that would conflict with or cause breach of any agreement entered into by the IOC or the OCOG. The City, the NOC and the OCOG shall also take the necessary steps so that no propaganda or advertising is placed within the Olympic venues or outside the Olympic venues in such a manner that they are within the view of the television cameras covering the sports at the Games or of the spectators watching the sports at the Games. Also, the City, the NOC and the OCOG shall take the necessary steps so that no propaganda or advertising is allowed in the airspace over the City, and other cities hosting Olympic events, during the period of the Games. The City shall not engage in any independent marketing or signage programmes without the prior approval of the IOC Executive Board. The City, the NOC and the OCOG shall take all necessary steps to ensure that there is no breach of these obligations. They shall comply forthwith with any directions given in such regard by the IOC Executive Board.

Competitor – *Competitor* in this manual refers to companies that manufacture or sell goods or services or that generally conduct business in the same market as the official Olympic marketing partners.

Copyright – *Copyright* is the right of literary property as recognised and sanctioned by law. It is an intangible, incorporeal right granted by statute to the author or originator of certain literary or artistic works, whereby the author is invested, for a specific period, with certain sole and exclusive rights, including the right to reproduce them.



Counterfeit – To *counterfeit* is to forge, to copy, or to imitate, without authority or right, and with a view to deceive or defraud, by passing the copy or thing forged for that which is original or genuine. In this manual, the term *counterfeit* is used to describe unauthorised merchandise that bears Olympic-related design.

Intellectual Property – *Intellectual property* in this manual refers to any intangible asset that is a right (such as a patent, a copyright, a trademark, etc.), or to non-physical products of human creativity (such as an idea), or to assets that exist only in connection with something else (such as the goodwill of a business). In this manual, intellectual property includes the marks and imagery (trademarks, slogans, etc.) of an organisation or a company.

Marketing partner – The phrase *marketing partner* in this manual includes all official sponsors, suppliers, licensees, and broadcasters of an individual Olympic Games. *Marketing partners* are companies that have obtained Olympic marketing rights through their relationship with the Olympic Movement and their financial investment in the staging and operations of the Olympic Games.

Marketing programmes – *Marketing programmes* in this manual is a general reference to any or all of the following: sponsorship programmes, suppliership agreements, broadcasting agreements, or licensing programmes developed by any member of the Olympic Family to support the Olympic Movement overall, a particular organisation within the Olympic Family, or the staging of the Olympic Games. Most references to *marketing programmes* herein shall refer to those activities or agreements engaged in or developed by the OCOG to support the staging of the Olympic Games.

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From the Host City Contract:

In consideration of the importance to the Olympic Movement of long term Olympic sponsorship, the City and the NOC acknowledge and agree that the IOC may initiate and implement an International Olympic Marketing Programme relating to the Games, which will take precedence over all other marketing programmes, and the City and the NOC undertake to fully participate in such International Programme and to procure all such rights, and abide by the obligations, as set out in the [appendix to the Host City Contract, called] "IOC Marketing Guidelines."

From the Host City Contract:

All elements of the Olympic Games-related marketing plan, including any proposed coin, banknote or stamp programmes relating to the Games shall be developed in conjunction with the IOC and shall be submitted to the IOC Executive Board for approval prior to the implementation of any element of any such plan.



Olympic Family – The *Olympic Family* includes the Olympic athletes, the International Olympic Committee (IOC), the Organising Committees for the Olympic Games (OCOGs), the 200 National Olympic Committees (NOCs) around the world, and the International Sports Federations (IFs).

Olympic Movement – The *Olympic Movement* is a worldwide movement of sport and culture. It consists of organisations, athletes, and other individuals that endeavour to improve the human condition worldwide through sport. The *Olympic Movement* includes the Olympic Family, as well as all who conduct their activities in accordance with the *Olympic Charter* and all who guide themselves in accordance with the Olympic spirit of fair play, friendship, unity, and peace.

Partner on-site activities – This term describes any contractually permitted, usually functional presence that an Olympic marketing partner may have at an Olympic venue. These partner functions usually consist in providing products and services to athletes, officials, journalists, and spectators, or generally lending support to the staging of the Games or the running of operations. *Partner on-site activities* also include the contractually acceptable promotional or hospitality activities that an official Olympic marketing partner conducts at an Olympic site.

Passing off – *Passing off* describes situations in which one trader disguises its own goods or services as those of another by adopting the other's product or service name, style of packaging, or decorative packaging elements, and in doing so presents its own goods or services as those of its competitor. *Passing off* can also occur in reverse, when a trader claims the competitor's goods or services as its own.

Presence – *Presence* refers to the various opportunities for brand visibility that the OCOG provides to select Olympic marketing partners at the Olympic Games.

Recognition – The term *recognition* refers to any product that is designed to generate awareness of the identities of the Olympic marketing partners. *Recognition* may exist, for example, in the form of published expressions of appreciation, printed details of partner support and contributions, or brand identification and presence in the host city.

Trademark – A *trademark* is a distinctive mark of authenticity, through which the products of particular manufacturers or the vendible commodities of particular merchants may be distinguished from those of others. For the purposes of this manual, the term *trademark* is also used to refer to service marks, which identify and distinguish the services (rather than the products) of a particular entity. A *trademark* may consist in any symbol or in any form of words.

Venue (Competition) – This term applies to any structure or area in which an official Olympic sporting event is held.

Venue (Non-Competition) – This term applies to any structure that is officially being used for identifiably Olympic purposes and activities other than sporting events, including the Main Press Centre (MPC), the International Broadcast Centre (IBC), the Olympic Village, and the IOC Hotel.

SECTION IV

AMBUSH MARKETING PREVENTION:

EXECUTIVE SUMMARY



BACKGROUND

Official Olympic marketing partners provide substantial resources to the entire Olympic Family, while at the same time promoting the ideals of Olympism. Consequently, they, and no other commercial entities, should benefit from their Olympic involvement. Ambush marketing occurs when an unauthorised commercial entity implies an association with the Olympic Movement without a marketing agreement with an appropriate Olympic party.

Official Olympic marketing partners are granted exclusive Olympic marketing rights within a given product category, for a specifically defined territory on a national, multinational, or worldwide scale. This is an essential characteristic of Olympic marketing, and the value of the rights granted to the Olympic marketing partners is directly related to the Olympic Family's ability to protect that exclusivity. Ambush marketing occurs when this exclusivity is violated by any entity.

The Olympic Family must deny companies that do not support the Olympic Movement the opportunity to benefit from a purported association with the Olympic Games or Olympic teams or both. Ambush marketing poses a serious potential threat to the Olympic Movement, because: (a) it could destroy the overall revenue base of the Olympic Movement, and (b) it undermines corporate confidence in Olympic partnership investments.

Companies that deliberately engage in ambush marketing activity usually do so for two main reasons:

- Companies with no official Olympic association try to benefit from the goodwill that the Olympic Games generate with the public.
- Competitors of Olympic marketing partners attempt to confuse the public as to the identity of the official Olympic marketing partner.

In the past, unintentional ambush marketing campaigns have been conducted by parties that were unaware that such activities were harmful, unethical, and potentially illegal. For this reason, it is important to provide educational information as a preventive measure.

Ambush marketing campaigns are generally focused around the Olympic Games themselves, with ambush activity reaching its peak particularly in the host country during the Games period. For this reason, the OCOG's role in anti-ambush efforts and clean venue implementation before and during the Olympic Games is critical. The OCOG has sole responsibility for all pertinent matters within the host country. This manual clearly defines the OCOG's responsibilities; it identifies resources for the OCOG in executing anti-ambush programmes and implementing clean venues; it states Olympic marketing guidelines and regulations to which the OCOG must adhere.

AN OVERVIEW OF REQUIRED PROGRAMMES AND ACTIVITIES



The mandate of the OCOG (a) to prevent and combat ambush marketing and (b) to establish and maintain clean venues ensures that the rights of the official Olympic marketing partners will be upheld and that their ability to exploit those rights will be undiminished.

Outlined in this document are the OCOG's responsibilities:

- to foster an environment in which the risk of ambush marketing is minimised
- to protect the intellectual property of the OCOG and that of the Olympic Movement
- to use various means to control all forms of ambush marketing
- to control the distribution and sale of counterfeit merchandise

This section contains a brief overview of OCOG initiatives that can help minimise ambush marketing. These initiatives are divided into the following categories:

- Co-ordination – working with various parties inside and outside the Olympic Family
- Education – working to raise awareness of ambush marketing as unethical and potentially harmful to the Olympic Movement and the Games
- Legislation – working to create and enforce laws that protect Olympic marketing rights
- Protection – working to ensure the exclusive marketing rights of Olympic partners

Co-ordination

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- A single marketing programme must be implemented. A single marketing programme combines all the marketing rights of the host country NOC and the OCOG into a central package that clearly defines product categories and that grants exclusive rights to each marketing partner.
- The OCOG must develop co-operative agreements with national sports organisations (such as national sports federations) to ensure that the programmes of these organisations and those of their sponsors do not in any way imply an Olympic association.
- The OCOG must co-ordinate with all NOCs to ensure that each understands the fundamentals of Olympic Games marketing programmes and the importance of communicating Olympic marketing guidelines to Olympic athletes.
- The OCOG must work closely with government departments and agencies to monitor community programmes and their sponsorships. Co-operative agreements must be established with various government departments:
 - Agreements must be reached with the local and national tourism bureau to ensure that various elements of tourism marketing programmes (such as corporate partnerships) do not interfere with elements of the Olympic Games marketing programme.
 - A co-operative agreement must be established with the outdoor advertising association (or the similar appropriate agency) of the host country to limit ambush marketing opportunities.
 - Arrangements with the appropriate party or organisation must be drafted to regulate new or private outdoor advertising sites to limit ambush marketing opportunities.

- Strategic partnerships and arrangements must be established with key organisations — such as the transportation authority, other government transportation associations, and private transportation companies — to monitor advertising opportunities on transport.
- The OCOG must seek to prohibit ambush marketing in print media advertising through the negotiation of co-operative agreements with print media owners.
- The OCOG must seek to prohibit ambush marketing in electronic media advertising through the negotiation of co-operative agreements with official television and radio broadcasters. Appropriate controls over advertising during Olympic programming must be included in the broadcast agreement with the broadcaster in the host country. The OCOG must implement a live broadcast compliance monitoring programme.
- The OCOG must work closely with all media groups and associations to reinforce its ambush marketing philosophy and to highlight the damage that may occur through the media's indirect support of ambush marketing activity.
- The OCOG, in accrediting Games photographers, must contractually forbid the sale of Olympic photographs to non-marketing partners for corporate promotional or advertising purposes.



Education

- The OCOG must conduct a major corporate education programme to ensure that all non-Olympic marketing partners are aware of the consequences of ambush marketing.
- The OCOG must conduct a major civic education programme to ensure that government departments and agencies are aware of: (a) Olympic marketing guidelines, (b) the precedence of Olympic programmes over civic programmes, (c) the problem of ambush marketing, and (d) the possibility that misguided actions could result in a government agency unwittingly ambushing the Olympic Games marketing programme.
- The OCOG must conduct an education programme to ensure that the marketing and advertising industries are aware of the consequences of ambush marketing.
- The OCOG must conduct a major consumer education programme to ensure that consumers can properly identify official Olympic marketing partners and to help make consumers aware of the implications of ambush marketing.



Legislation

- The OCOG must draft legislation for the protection of Olympic intellectual property, including restrictions on company, business, and Internet site names — and, if possible, Games-specific legislation in addition to existing copyright and trademark laws.
- The OCOG must consult with the geographical names board (or similar appropriate agency) to restrict the registration of place names containing Olympic-related words.

Protection

- The OCOG must implement a programme of swift identification and appropriate response to ambush marketing and counterfeit merchandising activity. Anti-ambush teams led by the legal counsel and brand protection manager must be formed for the Games. The OCOG's response to instances of ambush marketing will include different tiers of response depending on the circumstances, such as telephone follow-up, letters of demand, or institution of legal proceedings, including obtaining interlocutory injunctions, or "John Doe" orders (i.e., ready-to-issue cease-and-desist orders that identify no particular offender), when appropriate.
- The OCOG must maintain "clean" areas outside, around, and above the venue to the extent possible. For example, commercial airships must be banned from flying over the venue during the Games. The OCOG will rely heavily on co-operation of the appropriate government offices.
- Outdoor advertising opportunities must be managed by implementing the IOC billboard policy.
- An authentic Olympic licensed product security identification programme must be established.
- The OCOG must control the distribution of officially licensed products — restricting all licensees to retail sale only, and forbidding any sales of merchandise to non-partners for promotional or other purposes.
- Ticket agents will be forbidden by the terms of their appointment contract from developing corporate hospitality packages for anyone other than the OCOG or official sponsors. Tickets must indicate in writing their invalidity should they be used for any promotional purposes by a non-partner.
- The OCOG must identify key competitors of Olympic marketing partners and monitor their advertising and promotions when possible.

SECTION V

CLEAN VENUES:

EXECUTIVE SUMMARY



BACKGROUND

All Olympic athletic events and official Olympic events must take place in an environment free of commercial, political, religious, and ethnic influence, as well as any kind of publicity. It is the responsibility of the OCOG to provide clean venues for the duration of the Olympic Games, as stated in the *Olympic Charter*, the Host City Contract, and the directives of the IOC Executive Board.

The Glossary in this manual contains an entry for the phrase clean venue, which includes a complete discussion of the meaning of the phrase as well as excerpts of pertinent text from the Olympic Charter and from the Host City Contract.

It is important to remember that the issue of clean venues is:

- a key provision in the Olympic Broadcast Agreements
- a very important element in building the overall image of the Olympic Games
- an essential part of the partner rights protection programme during the Olympic Games

Olympic Venues: Competition & Non-competition

The following is a summary of areas that must be protected as Olympic competition venues:

- All structures, facilities, and areas that host Olympic Games sporting events and competitions.

The following is a summary of areas that must be protected as Olympic non-competition venues:

- IOC hotels
- Main Press Center (MPC)
- International Broadcast Center (IBC)

Issues

The OCOG must be aware that there are exceptions to the Olympic clean venue guidelines. The *Olympic Charter* and Chapter Three of this manual outline the special consideration that is afforded to specific commercial entities that are granted minimal rights to display trademarks in Olympic venues.

Such rights are granted only to entities that make significant and essential contributions to the staging and operations of the Olympic Games. The granting of such rights does not allow for general flexibility in interpreting the letter or spirit of the Olympic clean venue guidelines.

Please see the Olympic Charter and Chapter Three of this manual for a complete discussion.

OBJECTIVES

Three historical objectives in relation to the staging of the Olympic Games require clean venues:

Maintaining the Olympic Image



To protect the integrity of the Olympic Games and to highlight the performance of athletes, the sports competitions must be presented in an environment fundamentally free of commercial or political messages.

Look of the Games & Olympic Games Identification

To ensure the controlled and appropriate presentation and identification of the Olympic event to a worldwide audience, a “Look of the Games” programme must be implemented. The Look of the Games is an integrated design system, developed by the OCOG under the direction of the IOC, that uses elements of the host region’s local or national culture to decorate and enhance the visual image and appeal of the Olympic Games spectacle. (For further information, please see the *Olympic Marketing Manual: Look of the Games*.)

The Olympic Games Identification Project is programme that seeks to ensure that images of the Olympic Games are clearly identifiable. The project systematically applies the Olympic identity — including the Olympic rings, the Olympic Games emblem, and secondary graphics — to the venues, uniforms, and other visible Olympic settings to create the best possible recognition of the Olympic Games and Olympic images.

Partner Rights Enforcement

To ensure the continued viability of commercial sponsorship as a revenue source for the Olympic Games, the exclusive rights of official Olympic marketing partners must be enforced.

Another Objective

Enhancing the Image of the Host City and the Venue:

Through the proper application of clean venue principles, the OCOG will help ensure that the venue, the host city, and the citizens of the host country are presented in the best possible way.

A SUMMARY OF CLEAN VENUE ACTIVITIES

- The OCOG must ensure that all parties that will have any influence on the appearance of Olympic venues are aware of Olympic clean venue guidelines.
- The OCOG must present written guidelines to all visitors to Olympic venues — on the admission ticket and on signs posted in and around the venue areas.
- The OCOG must develop a system and train a team (a) to police venues, (b) to report on violations, and (c) to confront violators.

Chapter Three of this manual contains extensive information on various issues regarding clean venue guidelines, implementation, maintenance, and policing.



CHAPTER TWO

AMBUSH MARKETING PREVENTION

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SECTION I

CANDIDATE CITY ACTIVITIES TO PREVENT AMBUSH MARKETING



To secure candidacy for a given Olympic Games or Olympic Winter Games, each candidate city must meet several IOC requirements, some of which concern preliminary plans for developing and executing marketing programmes in the bid country or territory. That is, to be considered to host the Olympic Games, a candidate city must be able to make certain assurances to the IOC and must present evidence that a foundation for the marketing plan has been established. This chapter will discuss the specific candidacy requirements that directly relate to issues of brand protection, ambush marketing (including counterfeit merchandising), and clean venue regulations. Much of the material presented in this chapter can be found in the *IOC Manual for Candidate Cities*.

For the marketing programmes to be successful and to limit the possibility of ambush marketing, it is essential that candidate cities meet the following requirements:

- co-ordinate with government officials and the NOC on several issues
- ensure the protection of Olympic marks, related imagery, and terms
- provide for the exclusivity of Olympic marketing rights

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CO-ORDINATION

The *IOC Manual for Candidate Cities* states that candidate cities must work closely with government agencies as well as the candidate city NOC to ensure the successful prevention of various kinds of ambush marketing campaigns. This co-ordination is essential for a successful candidacy, and several actions must be taken for the candidacy to be considered by the IOC.

Co-ordination includes:

- working with government to control advertising opportunities in and around the host city
- working with the government to prevent ancillary marketing programmes
- working with NOC to ensure marketing programme co-operation

For a complete discussion of the need for OCOGs to co-ordinate with government officials, please see "Co-ordination: Olympic and Government" [Chapter Two, Section II, page 33].

THE PROTECTION OF OLYMPIC MARKS

The purpose of Olympic-related trademark legislation is to regulate the use of indicia and images associated with the Games, thereby preserving the financial stability of the Games and assisting the OCOG in raising revenue. Olympic-related legislation provides the OCOG with legal recourse to combat ambush marketing. Without this protection, the value of an official license to use the indicia and images could be diminished by ambush marketing and counterfeit merchandising, with a loss of revenue to the licensed entity and to the OCOG.



The candidate city must:

- work for legislative protection of Olympic-related emblems, trademarks, slogans, etc., including the emblem of the bid committee and the word "Olympic."
- be prepared to present the IOC with evidence of the ability to (a) protect the intellectual property of the Olympic Movement with clear legislation in place and (b) prevent and legally confront ambush marketing campaigns.

EXCLUSIVITY

The completed candidature file, according to the *IOC Manual for Candidate Cities*, must include responses to several requests for information regarding marketing programmes and the protection thereof. Pertinent requests are as follows:

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NOC Marketing

- Please detail the arrangements that will be made with your NOC to ensure that marketing efforts will be co-ordinated with the development of a single marketing programme combining OCOG and NOC rights.
- Please detail the terms of your preliminary single marketing plan agreement with the NOC, including specific details of the economic arrangements.
- Please confirm that all NOC marketing agreements will expire by the last day of the calendar year seven years before the Games are to be staged, and that there are no option, incumbency, or renewal rights for the subsequent quadrennium, in accordance with the Host City Contract.

The *IOC Manual for Candidate Cities* includes the following requirement:

Respect the exclusivity granted to various Olympic partners and the provisions with respect to control of ambush marketing. In order to prevent problems, particular attention should be paid to a co-ordinated marketing programme for national sports federations and city/airport advertising.

Single Marketing Programme: Since 1988 the IOC has required that the OCOG and the host NOC form a single marketing programme, thereby ensuring total exclusivity of Olympic marks for the host country. The single marketing programme must come into full operation six years before the staging of



the Games, clean of any incumbency options resulting from any NOC local programme prior to that time. Revenue from the joint marketing programme is to be shared between the OCOG and the host NOC, with latter foreseen to receive a share equal to what it would have received had the Games not been staged in the host country. The joint marketing programme should be managed by the OCOG. An outline agreement between the city and the host NOC, including detailed financial terms, must be reached and presented to the IOC Marketing Department for review and approval during the bid phase.

Games Marketing

- Category restrictions: Please list any sponsorship product categories in which you find it difficult to participate in the IOC international marketing programme.
- Please list the category and the reasons why participation could cause a problem — such as trade restrictions on a category (e.g., import of products not permitted), political or national industry (e.g., airlines), technical or other reasons.
- National industry support: Please give details of those national companies, including their product categories, that would expect to sponsor the Games.

Advertising

Provide details of the required advertising option for the Olympic Games period, including economic arrangements, indicating that the OCOG will have control of:

- airport advertising opportunities
- billboard advertising opportunities in the city
- transport advertising opportunities in the city

The *IOC Manual for Candidate Cities* contains the following:

In the same spirit...candidate cities are required to obtain control of all billboard advertising, city transport advertising, airport advertising, etc., for the duration of the Games and the month preceding the Games to support the marketing programme. Proof of a binding option, with price controls, must be delivered to the IOC Marketing Department before the city's candidacy will be considered complete — seven calendar years prior to the staging of the Games. (Please note: The cost of acquiring the options on advertising opportunities will be funded by the IOC out of the marketing programme receipts for the elected OCOG.)

For specific bid-phase requirements with regard to the IOC Outdoor Advertising Policy, please see “Co-ordination: Olympic and Government” [Chapter Two, Section II, page 33].

For further discussion of the IOC Outdoor Advertising Policy, please see “Brand Protection and the Outdoor Advertising Programme” [Chapter Two, Section III, page 59].

SUMMARY OF STEPS AND ACTIVITIES: THE CANDIDATURE PHASE

- Provide for the legislative protection of Olympic marks and imagery, including: (a) the candidate city emblem, (b) the word "Olympic," and (c) the combination of the city name and the Olympic Games year, such as "Atlanta 1996" and "Sydney 2000."
- Establish foundations for the protection of future marks, such as the OCOG emblem and Games-related slogans and terminology.
- Ensure that the NOC does not register as a trademark any names or marks that the NOC will later wish to sell to the OCOG (e.g., the phrase "Olympic Club").
- By co-ordinating with the appropriate government agency, establish a foundation for:
 - (a) compliance with the IOC Airspace Plan
 - (b) compliance with the IOC Outdoor Advertising Policy
 - (c) the prohibition of ancillary marketing programmes
- Complete all requirements presented in the *IOC Manual for Candidate Cities*.
- Establish the foundation for the Single Marketing Plan
- Make the necessary assurances and present the necessary documents to the IOC regarding the candidate city's ability to meet the Olympic marketing requirements with regard to:
 - (a) the unified host country marketing programme (Single Marketing Programme)
 - (b) the exclusivity of Olympic marketing rights
 - (c) product category issues
- Make the necessary assurances and present the necessary documents to the IOC regarding:
 - (a) city advertising plans
 - (b) compliance with the IOC Outdoor Advertising Policy





SECTION II

OCOG ACTIVITIES —

CO-ORDINATION TO PREVENT

AMBUSH MARKETING

OBJECTIVE

The objective of co-ordination is to allow the OCOG to make full use of available resources to help ensure the success and exclusivity of Olympic Games marketing programmes.

BACKGROUND

Ambush marketers are often highly resourceful individuals or entities, using extreme measures to:

- damage Olympic marketing programmes
- tarnish the image of the Olympic Games
- unethically communicate illegitimate commercial messages

Ultimately, ambush marketing has two negative effects:

- devaluing the legitimate rights of the official Olympic marketing partners
- hindering the marketing programmes that contribute resources directly to athletes and to the staging of the Olympic Games

Co-ordination and communication between several parties is absolutely essential to the effective prevention of ambush marketing campaigns. This section of the manual details those parties with which the OCOG must co-ordinate and the goals of such co-ordination.

This section of the manual includes discussions of the following:

- Co-ordination within the OCOG – Preventing the Internal Ambush
- Co-ordination within the Olympic Family
- Co-ordination with Olympic Partners
- Co-ordination with the Sporting Goods Industry – The Marketing Code
- Co-ordination: Olympic and Government
- Contracting with Third Parties

Steps for Co-ordination

For a checklist of required steps and activities for co-ordination, please see “Summary of Steps and Activities” at the conclusion of this section [page 36].

CO-ORDINATION WITHIN THE OCOG – PREVENTING THE INTERNAL AMBUSH

Objective

Co-ordination among departments within the OCOG is essential to the success of the Olympic Games marketing programme. Each department must be aware of OCOG and IOC marketing agreements and the companies to which these agreements provide official Olympic marketing rights. Any suppliership that conflicts with the rights of any Olympic marketing partner is harmful to the Olympic Movement because it has the effect of ambush marketing.

The OCOG purchasing department, which is likely to determine OCOG supplierships, must be fully aware of:

- the identities of IOC marketing partners and the terms of their respective marketing agreements
- the identities of OCOG marketing partners and the terms of their respective marketing agreements
- the hazardous effects of ambush marketing

The following information is presented to introduce the OCOG to the guidelines concerning the rights of Olympic marketing partners regarding OCOG supplier opportunities.

Policy

To protect the exclusive marketing rights of Olympic marketing partners, partners shall have the first opportunity to supply products and services to the OCOG (including but not limited to the Olympic Games systems development and operations agreement, the desktop agreement, and the Internet agreement), provided that:

- such products are provided at a competitive price/best pricing as defined in the individual marketing partner agreements
- such products meet and are appropriate to the functional needs of the OCOG
- such products are supplied on a timely basis

Should these conditions not be met, the OCOG may procure products from another supplier, provided that such other supplier not be granted the right to present itself as a supplier of — or to advertise or promote itself as having any marketing association with — the OCOG, the host country NOC, the Olympic Games, any pre-Olympic events, cultural events, signature events, or the host country Olympic teams. The OCOG will refrain from knowingly participating in any activity that in effect ambushes the marketing rights and benefits provided to an Olympic marketing partner.



CO-ORDINATION WITHIN THE OLYMPIC FAMILY



Objective

Co-ordination among parties within the Olympic Family (including the athletes, the IOC, the OCOG, the host NOC, the 200 NOCs around the world, and the IFs) is essential to the success of the Olympic Games marketing programme.

This section discusses:

- the established ways in which the Olympic Family co-ordinates for the benefit of the Olympic Games marketing programmes
- steps to help ensure co-ordination among members of the Olympic Family

Olympic Co-ordination Background & Issues

Although each party within the Olympic Family is encouraged to establish its own corporate partnerships and to develop its own marketing programmes, each must respect the precedence of (a) the IOC sponsorship programme known as the TOP programme and (b) the Games marketing programme. Any marketing activity that conflicts with these programmes is harmful to the entire Olympic Movement.

Illicit or unauthorised association with the Olympic Movement potentially might be implied through a non-partner's sponsorship of an individual or organisation that participates in the Games. The endorsements or sponsorships of the athletes, the national federations, the international federations (IFs), the NOCs, etc., must not impinge on or conflict with overall Olympic marketing programmes.

Whenever possible, the OCOG must seek to help NOCs and their Olympic teams understand the guidelines for proper marketing activities by athletes. The athletes should also be made aware that, through participating in improper marketing activities, they might:

- damage the Olympic Movement's relationship with an Olympic marketing partner
- jeopardise the athlete's eligibility for Olympic Games participation
- endanger future funding of sport

The *Olympic Charter*, as an agreement and set of provisions for Olympic participation, offers the best controls of independent marketing activity. The *Olympic Charter* contains the following:

- restrictions on the conduct of participants and on the appearance of their clothing and equipment [see: Rule 61]
- restrictions on the use of the person, the name, the image, or the performance of any Olympic athlete during the period of the Olympic Games for any commercial purpose [see: Rule 45]

Agreements for Co-ordination

Co-operative agreements should be developed with national sporting bodies to ensure that their own actions, and those of their sponsors, do not in any way imply an Olympic association. For example, the Australian Olympic Committee passed the following bye-law on 23 September 1994:

"National Federations, being members of the Australian Olympic Committee Inc, must not in their marketing and fundraising programmes refer to the Games (however described), any Olympic team or the year of the Games or imply any connection with the Games, any Olympic team or the year of the Games."



All national sports federations must be advised to include a standard clause in all sponsor and licensee agreements that prohibits any use of terms that might imply any connection with the Games or the Olympic Movement.

NOC/OCOG SINGLE MARKETING PLAN

With the establishment of the SMP, the host NOC delivers to the OCOG its marketing rights (not including those rights in which outside elements, such as a national lottery, are involved). If the marketing programmes are successful, the host NOC will also participate in the profits after they have materialised.

From the Host City Contract:

Single Joint Marketing Plan: Not later than three months after the creation of the OCOG, the NOC and the OCOG shall execute a single joint marketing programme combining all of their marketing and commercial rights, unencumbered by any option or prior grant . . . Signature by the NOC shall warrant that all national federations in the host country shall also comply with and be bound by the NOC's obligations pertaining to marketing.

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- As stated in the previous section, the IOC requires that finalist candidate cities make preliminary agreements toward the Single Marketing Plan (SMP) with their respective NOCs.
- The national sports federations and other national sports organisations should be included in the SMP.
- The SMP must focus on the sporting infrastructure in the host country (i.e., national sports federations, etc.), because of potential existing relationships with commercial entities that could potentially ambush or create some other form of unauthorised Olympic association.

Athlete Advertising Control

An excerpt from the *Olympic Charter*:

Except as permitted by the IOC Executive Board, no competitor 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 [Bye Law 3 to Rule 45].



The Olympic images of athletes participating in the Olympic Games may not be used during the actual period of the Olympic Games.

Exceptions may be made for organisations within the Olympic Family and official Olympic marketing partners. The following is a summary of the exceptions to the rules regarding the use of images of Olympic athletes during the actual period of the Games:

- The image of an athlete competing in the Games cannot be used for advertising or promotional purposes during the actual period of the Games without the prior written approval of the athlete and his or her NOC.
- If such consent is acquired, such advertisement or promotion that occurs during the actual period of the Games may not, in any event, make any reference to the athlete's performance at the Games.
- The only exception to the second point is for congratulatory advertisements.

For a complete outline of the regulations and restrictions regarding the use of athlete images in advertising, please see Appendix III [page 114].

Overall Education and Communication

The OCOG must develop a system of marketing education, marketing public relations, and anti-ambush marketing efforts to raise awareness of — and to minimise the risk of — ambush activity or partner rights infringement by the sponsors of Olympic Games participants.

CO-ORDINATION WITH OLYMPIC PARTNERS

Objective

Any activity that infringes upon the rights of the legitimate Olympic marketing partners is damaging to the entire Olympic Movement, to the Games, and to all Olympic marketing programmes. It is essential that the OCOG co-ordinate with the Olympic marketing partners to help prevent breaches of contract that have the effect of ambush marketing. The objective is to ensure that Olympic partners understand that:

- the OCOG is committed to protecting the exclusive rights of Olympic partners
- attention to the rights granted to partners in Olympic marketing agreements is necessary to ensure that no Olympic partner activities inadvertently interfere with the legitimate marketing rights of other partners



Background

Though no Olympic partner activities can correctly be referred to as ambush marketing, some activities that breach partner agreements can have the effect of ambush marketing. The phrase *breach of contract* refers to any instance in which an Olympic marketing partner conducts any activity that violates the specific terms of its Olympic marketing agreement.

Olympic marketing partners — broadcasters, sponsors, suppliers, licensees, and ticket agents — may not create unauthorised third-party associations that have the effect of ambush marketing. Third-party associations are damaging because any Olympic association that a third party enjoys can potentially infringe upon the exclusive marketing rights of a legitimate Olympic partner.

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Provisions in Olympic marketing partner agreements forbid the use of Olympic imagery in any form of third-party promotion with non-partners. Most Olympic marketing partners understand that the primary goal of this provision is not to restrict their marketing activities, but rather to reduce their own risk of victimisation and to protect them from the ambush-like effects of third-party promotions.

Other Issues Specific to Licensed Merchandise

The use of official Olympic merchandise is a common means by which non-partners attempt to create a false association with the Games. The OCOG must communicate to Olympic licensees that third-party relationships that create a threat of ambush marketing must be avoided.

Official licensees must be contractually restricted from distributing Olympic merchandise through any means other than retail sale. Licensees must furthermore be expressly forbidden from selling merchandise to non-partners for promotional purposes.



The Host City Contract contractually binds Olympic licensees to adhere to the following:

Licensees shall not distribute or sell the licensed products as part of, or in direct association with, or, where the licensee knows or ought to know that the licensed products may become used in association with any other goods, items, products or services, so that such other goods, items, products and services are in any manner, directly or indirectly, associated with the OCOG, the Olympic Movement or the rights granted hereunder, unless the licensee has obtained the prior written consent of the OCOG. The licensee shall insert in its agreements with third parties all provisions necessary to ensure the foregoing.

A FURTHER LICENSING ISSUE TO ACKNOWLEDGE

The OCOG must recognise the growing incidence of retail licensing that have threatened ambush in current and past host countries. This has occurred in the form of the manufacture and sale of retail products (such as clothing and other merchandise) that promote the region in general by using confusingly similar names and slogans as those used by the OCOG.

An example of this type of potentially damaging activity is the manufacture and sale of AUSTRALIA 2000 clothing and merchandise, which has occurred throughout Australia during the lead up to the Sydney 2000, but which has no connection to the Olympic Games.

The OCOG should make every effort to acknowledge, anticipate, prevent, and combat ambush merchandising activities of this kind.

Other Issues Specific to Broadcasters

Specific co-ordination with the host country broadcaster is necessary to ensure that broadcasters:

- present the best possible televised image of the Olympic Games
- enforce the IOC policy of advertising review to prevent the broadcast of ambush advertisements
- understand the responsibility to honor and protect the rights of Olympic partners

Olympic broadcaster responsibilities relevant to ambush marketing are:

- The basic sports signal must be kept clear of any commercial message, overlay, or special advertising signs.
- Olympic broadcasters must evaluate all advertising material in the period directly before and during the Olympic Games in the effort to screen ambush marketing materials, to prevent the unauthorised use of Olympic images, and to reject any non-partner commercial message that falsely implies an Olympic association.
- Olympic marketing partners must be guaranteed the first option of purchasing — or the protected first right of refusal on — the available commercial broadcast opportunities.
- Strict regulations restrict the use of Olympic marks including Olympic broadcaster composite logos by non-partners who advertise during the Olympic Games broadcast.

*For further information on working with Olympic broadcasters and the guidelines governing the broadcast of the Olympic Games, please see “Olympic Broadcast: Preventing Ambush Marketing” [Chapter Two, Section III, page 66] and the *Olympic Broadcaster Marketing Handbook*.*

CO-ORDINATION WITH THE SPORTING GOODS INDUSTRY

Objective

Companies that operate within the sporting goods industry play a unique role within the Olympic Movement, as they directly and indirectly provide substantial support to Olympic athletes, Olympic teams, NOCs, and OCOGs. For this reason, the IOC generally does not consider the marketing practices of WFSGI members — whether or not these members directly support the OCOG — to be ambush marketing activities. The IOC has entered into an agreement with the World Federation of the Sporting Goods Industry (WFSGI) to establish guidelines for marketing and advertising practices.



The IOC will continue to recognise the special position of companies in the sporting goods industry within the Olympic Movement as long as such companies accept and respect the IOC guidelines for the marketing and advertising of sporting goods during the Olympic Games.

The Sporting Goods Industry — Marketing Code

The following is excerpted from the IOC Marketing Code for entities in the sporting goods industry on the issue of creating Olympic associations.

Whereas:

- The IOC governs the Olympic Movement and owns all rights to the Olympic Games and the five interlocking rings, which are commonly known as the Olympic Symbol*
- The Olympic Games depend in large measure upon sponsorship, advertising and other activities for existence and success, which in turn provides impetus for the sporting goods industry and its members*
- The members of the World Federation of the Sporting Goods Industry (WFSGI) play an important and necessary role in the Olympic Movement through the outfitting and support of various participants, teams and organisations*
- It is in the mutual interest of the parties that the Olympic Games continue to be successful and that they co-operate to achieve such goal*
- The IOC, the WFSGI and the members of the WFSGI believe that it is in the mutual interest of all parties to agree on certain principles which will be adapted to guide the parties in relation to the activities of the WFSGI and its members with respect to the Olympic Movement*



It is agreed that:

- *No WFSGI member shall use any mark (the Olympic five-ring symbol; the Olympic motto, "Citius, Altius, Fortius"; the word "Olympic") on any product or in advertising or promotion without the express written consent of the IOC (or, when an NOC mark is involved, the relevant NOC, with respect to NOC national Olympic marks and national Olympic properties).*
- *All WFSGI members will undertake to fully respect Rule 61 of the Olympic Charter [in force as from June 17 1999] and its bye-law as it relates to manufacturer identification on articles of clothing and equipment worn and used by athletes competing in the Olympic Games, and refrain from any form of other presence marketing initiative whatsoever within the venues of the Games.*
- *Any promotional, advertising or marketing activity undertaken by any WFSGI member shall refrain from messages or programmes that detract from the Olympic Games or the Olympic ideal.*
- *All WFSGI members shall refrain from distributing "presence marketing material" to spectators at the Olympic Games, out of respect for the IOC's policy of stadiums free of all advertising, and shall conduct all other presence marketing activities in the host city in a dignified and co-ordinated manner with the relevant local authorities.*
- *All WFSGI members will undertake to respect the bye-law to Rule 45 of the Olympic Charter [in force as from June 17 1999], which stipulates that "no competitor may allow his person, name, picture or sports performance to be used for advertising during the Olympic Games. Individual waivers to this rule may be granted by the IOC Executive Board and the NOC of the concerned athlete." The IOC hereby confirms that it is willing to favourably consider appropriate requests of a "congratulatory" nature.*
- *The IOC will waive its restrictions on corporate sales of Games tickets to non partners by OCOGs and cause each OCOG to make a limited number of Games tickets available to useful WFSGI members for their own internal customer entertainment.*
- *Recognising the need for WFSGI members to fulfill their supply obligations to athletes and teams, the IOC will cause each OCOG or relevant NOC to provide a limited number of technical accreditations allowing access to relevant training sites and, where appropriate, the Olympic Village.*
- *The IOC will make available the resources of OTAB and OPAB to WFSGI members to facilitate the development of their marketing programmes (at reasonable commercial rates) provided that members act in accordance with principles and guidelines.*
- *With respect to all official supplier designations connected to the Games, the IOC will ensure that the designation is tied to the OCOG or the Games as appropriate to ensure that there is no misunderstanding of a broader relationship (i.e., "official ski to the OCOG," as opposed to "official Olympic ski").*
- *All WFSGI members shall respect the right of the NOC to provide the official uniforms of all athletes. During this period they are, as members of an Olympic team, under the jurisdiction of the NOC. WFSGI members shall refrain from causing or pushing athletes to change competition gear during the period that the athlete resides in the Olympic Village.*

CO-ORDINATION: OLYMPIC AND GOVERNMENT

Objective

It would be impossible for the OCOG to work effectively to prevent ambush marketing activity without the co-operation and support of the local and national government. This section discusses the areas in which government assistance and compliance are essential to the success of Olympic marketing programmes.



Background

The Host City Contract details all of the conditions to which the host NOC, the OCOG, and the relevant government offices of the host city or country must agree. Many of these conditions pertain to Olympic marketing programmes and to the successful and proper establishment and maintenance of these programmes.

Government Assistance to Draft Olympic-Related Legislation

Close co-operation with the national legislature is necessary to pass the laws that protect Olympic trademarks and imagery, and to provide the OCOG with recourse against the unfair business practices of ambush marketers.

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Government Assistance to Prevent Ancillary Marketing Programmes

Ancillary organisations, including the local government, must be prevented from creating marketing programmes parallel to the official Olympic marketing programmes. In the past, official Olympic Games marketing programmes have been negatively impacted by ancillary programmes created by local governments or other authorities or institutions.

Unofficial ancillary marketing programmes jeopardise the success of Olympic marketing programmes because:

- They can potentially devalue legitimate Olympic sponsorship by creating confusion as to the identity of the official Olympic sponsors.
- They present an unfair ultimatum to the Olympic marketing partners to either support the ancillary programme or be effectively ambushed by competitors
- They offer the competitors of legitimate Olympic marketing partners an opportunity to effectively ambush the Olympic marketing programme.

The OCOG must raise awareness of these issues and prevent the damage that ancillary marketing programmes can cause by explaining to local authorities that the development of any form of parallel marketing programme that is offered to any party, other than the official Olympic marketing partners, jeopardises the best interests of all involved.



Independent Government Marketing Programmes

The host city, the NOC, and the OCOG shall not engage in any independent marketing or signage programme without written consent and approval from the IOC. The following is an excerpt from the Host City Contract:

All elements of the marketing plan, including any proposed coin, banknote or stamp programmes relating to the Games, shall be developed in conjunction with the IOC and shall be submitted to the IOC Executive Board for approval prior to the implementation of any element of any such plan.

The City shall not engage in any independent marketing or signage programmes without the prior approval of the IOC Executive Board. The City, the NOC and the OCOG shall take all necessary steps to ensure that there is no breach of these obligations. They shall comply forthwith with any directions given in such regard by the IOC Executive Board....

The City shall ensure that no sponsorship or marketing rights identified with the City — including any of its agencies, agents or any body of which it may form a part or on which it is represented — or the Games or the period in which the Games will be held shall be granted without the prior approval of the IOC Executive Board.

Government Co-ordination to Preserve the Image of the Games

As discussed in “Candidate City Activities to Prevent Ambush Marketing” [Chapter Two, Section I, page 20], Olympic Candidate Cities are required to establish the foundation for implementing the IOC outdoor advertising and billboard policy.

Because an overly commercial image or presence within the host city can increase the potential for ambush marketing and damage the image of the Olympic Movement and the host city, the IOC requires that the OCOG work closely with host city authorities to prevent uncontrolled street vending around Olympic venues and advertising throughout the host region.

For further discussion of the IOC Outdoor Advertising Policy, please see “Brand Protection and the Outdoor Advertising Programme” [Chapter Two, Section III, page 59].

OCOG CONTRACTS WITH THIRD PARTIES

Objective

To preserve the image of the Olympic Movement and the Games, the OCOG must protect against the creation of unauthorised associations by third-party contractors. This section of the manual provides information and citations from past OCOG consulting agreements that demand third-party compliance.



Background

The OCOG must state and enforce the guidelines and restrictions applied to third parties that have contractual involvement with the OCOG. These relationships most often do not include the granting of Olympic marketing rights to contracted third parties.

Consulting agreements are contracts between third parties and the OCOG that clearly restrict such third parties from using their association with the OCOG for commercial purposes. The following is a passage from the Salt Lake Organising Committee (SLOC) Consulting Agreement with third parties:

No Commercial Use of Transaction or Relationship

Without the prior written consent of the OCOG — which the OCOG may grant or withhold in its sole discretion — neither a consultant nor a consultant's affiliates, officers, directors, agents, representatives, shareholders, members, subcontractors, suppliers or employees shall make any private commercial use of their relationship to the OCOG or the Games, including, without limitation:

- *by referring to the Agreement, the OCOG, the IOC, the NOC or the Games verbally in any sales, marketing or other literature, client lists, press releases, brochures or other written materials except as may be necessary for the consultant to perform its obligations under the terms of the Agreement;*
- *by using or allowing the use of any service marks, trademarks or trade names or other intellectual property now which may hereafter be associated with, owned by, or licensed by the OCOG, the IOC, or the NOC in connection with any service or product; or*
- *by contracting with or receiving money or anything of value from any person or commercial entity to facilitate such person or entity obtaining any type of commercial identification, advertising or visibility in connection with the Games.*

SUMMARY OF STEPS AND ACTIVITIES: CO-ORDINATION TO PREVENT AMBUSH MARKETING



- Include the national sports federations or other national sports organisations in the Single Marketing Plan. At a minimum, a strong education and communications programme must be developed to ensure that these other sports organisations understand their responsibilities with regard to honoring the precedence of IOC and Olympic Games marketing programmes.
- Complete the drafting of a Single Marketing Plan (SMP) as early as possible after the establishment of the OCOG. To be considered for candidacy, cities are required to have established a strong foundation of preliminary plans with regard to the SMP.
- The OCOG must seek to help NOCs and their Olympic teams understand the guidelines for proper marketing activities by athletes. The athletes should also be made aware of the dangers of participating in improper marketing activities.
- The OCOG must work to ensure that all NOCs and their Olympic teams and athletes are aware of the *Olympic Charter* restrictions on (a) the conduct of participants and on the appearance of their clothing and equipment in the Games and (b) on the use of the person, the name, the image, or the performance of any Olympic athlete during the Games for any commercial purpose.
- The OCOG must also develop a system of marketing education, marketing public relations, and anti-ambush marketing efforts to raise awareness of — and to minimise the risk of — ambush activity or partner rights infringement by the sponsors of Olympic participants.
- The OCOG must emphasise, in partner communications, the provisions in Olympic marketing partner agreements that forbid the use of Olympic imagery in any form of third-party promotion with non-partners.
- Partners and licensees must continually be made aware of the terms of their marketing agreements, and communications efforts must be made to emphasise the fact that these terms and guidelines exist for the protection of all Olympic marketing programmes.
- Broadcasters continually must be made aware of the (a) various guidelines and restrictions that govern the presentation of the Games, (b) the protocol for working with Olympic marketing partners, and (c) their role in preventing the broadcast of ambush advertisements.
- Members of the sporting goods industry (WFSGI) must be made aware of the guidelines regarding their professional relationship with the Olympic Movement. This information should also appear in internal OCOG communications, general marketing communications, public relations, and media education material.

- Maintain steady interaction and open communication with various government agencies. It is essential that the OCOG (a) emphasise the prohibition of ancillary or city-related marketing programmes, (b) work amicably to create airspace and outdoor advertising plans, and (c) enhance the work of the tourism bureau without interfering with Olympic marketing programmes.
- Third parties must be aware of and contractually bound to the restrictions regarding the creation of Olympic association. Consulting agreements must demand that no unauthorised Olympic association be created by any third-party contractors.





SECTION III

OCOG ACTIVITIES —

PREVENTING AND CONFRONTING

AMBUSH MARKETING

OBJECTIVE

The objective of this section is to discuss the various means and resources with which the OCOG can confront and prevent ambush marketing. The use of all possible resources is necessary because ambush marketing campaigns can appear in various forms through a wide range of channels.

OCOG means and resources include:

- Communications and education
- Legislation
- Outdoor advertising programmes
- Tracking ambush activities
- Tracking and seizing counterfeit merchandise
- Broadcast monitoring

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Common Ambush Marketing Channels

- Electronic media – television, cable, radio, Internet, audio-visual media
- Print media
- Outdoor advertising – billboard, transportation
- Street vendor or retail sale of unauthorised or counterfeit product
- Direct mail
- Third-party tie-ins or joint promotions with marketing partners
- Hotels
- State and local commerce and development organisations

Steps for Preventing and Confronting Ambush Marketing

Checklists of necessary activities appear at the conclusion of each major topic in Chapter Two, Section III: "Preventing and Confronting Ambush Marketing."

COMMUNICATIONS AND THE EDUCATION OF KEY AUDIENCES

Objective

Communications efforts are highly effective in controlling ambush marketing and deterring potential ambush marketers. Public exposure is often the best method of preventing or deterring ambush marketing. This section provides detailed information on creating an effective communications and education programme.



Background

The OCOG can effectively nullify the benefits of ambush marketing by informing all audiences that the ambush marketer is: (a) attempting to deceive the public, (b) jeopardising programmes that support Olympic athletes, Olympic teams, and the Olympic Games, (c) endangering the future marketing support for sport, and (d) hindering the successful staging of the Olympic Games.

This section of the manual discusses programmes that are necessary to establishing a successful communications and education programme to prevent ambush marketing. Necessary activities to be discussed in the following section include:

- Identifying the Key Audiences
- Establishing a Programme of Communications and Education

IDENTIFYING KEY AUDIENCES



Each action must be designed for a specific purpose and directed toward a specific audience. Possible audiences discussed in the following section include:

- the OCOG
- government offices
- sports organisations and athletes
- advertising and public relations agencies
- business/opinion leaders
- competitors of Olympic marketing partners
- the media
- the public

General Issues for All Audiences

The OCOG must focus communications and education efforts toward specific audiences. Although the message of each communication will be modified to suit the particular audience appropriately, there are basic elements of the anti-ambush message that must reach all audiences. Basic information suitable for all audiences includes:

- the identities of IOC and OCOG marketing partners
- the contributions of Olympic marketing partners and their importance to the Olympic Games
- the beneficiaries of Olympic marketing partner contributions
- the meaning of the phrase *ambush marketing*
- the harmful effects of ambush marketing

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The OCOG

As the time of the Olympic Games draws near, the size of the OCOG staff is likely to increase. This increase in the number of OCOG personnel can present internal communications difficulties. It is essential that the central issues pertaining to anti-ambush efforts, partner protection, and clean venue regulations be communicated to every member of the OCOG staff.

This communication is essential to the success of the Olympic Games marketing programme. Each department must be aware of OCOG and IOC marketing programmes, specifically the following:

- the identities of IOC and OCOG marketing partners and the terms and conditions of their respective marketing agreements
- the danger of suppliership conflicts within the OCOG

For further discussion regarding internal OCOG issues, please see "Co-ordination within the OCOG – Preventing the Internal Ambush" [Chapter Two, Section II, page 25].

Government Offices

Governmental offices in the host region must be made aware of fundamental aspects of Olympic marketing, especially:

- the exclusivity of Olympic marketing rights
- the meaning of the phrase *ambush marketing* and its harmful effects
- Olympic sponsorship programmes, so that the government does not establish ancillary marketing and sponsorship programmes
- the Olympic clean venue mandate, so that no governmental authorisation is given to any party, for any reason, that might conflict with OCOG efforts
- the unified Look of the Games, so that no governmental authorisation is given — to any party, for any reason — that might conflict with OCOG efforts



For a complete discussion of the need for OCOGs to co-ordinate with government officials, please see “Co-ordination: Olympic and Government” [Chapter Two, Section II, page 33].

Sports Organisations and Athletes

The OCOG must raise the awareness of athletes and national sports organisations on:

- Indirect associations: No entity that sponsors a given Olympic athlete, Olympic team, or national sports federation that plans to compete in the Olympic Games may imply an association with the Olympic Games or with the Olympic Movement in general. Occurrences of this kind would be considered incidents of ambush marketing.
- Athlete Advertising: Sports organisations and athletes must be made aware of the established guidelines concerning the use of Olympic images of athletes in advertising during the period of the Games. This awareness will reduce the possibility that an athlete might unwittingly allow his or her image to be used in an ambush marketing campaign. The following is a summary of these guidelines:
 - An Olympic image of an athlete competing in the Games cannot be used for advertising or promotional purposes during the period of the Games without the prior written approval of the athlete and his or her NOC.
 - If consent is acquired, the advertisement or promotion that occurs during the actual period of the Games may not, in any event, make any reference to the athlete's performance at the Games.
 - The only exception to the second point is for congratulatory advertisements.

For a complete outline of the regulations and restrictions regarding the use of athlete images in advertising, please see Appendix III [page 114].

For further discussion regarding co-ordination with the sports organisations and athletes, please see “Co-ordination within the Olympic Family” [Chapter Two, Section II, page 26].



Advertising and Public Relations Agencies

The OCOG's marketing education plan should include establishing contact with local advertising and public relations agencies. All parties involved in marketing (Olympic or otherwise) will be best served if all are made aware of the guidelines and regulations of Olympic marketing programmes, including:

- the exclusivity of Olympic marketing rights
- the identities of Olympic marketing partners
- guidelines for the proper use of Olympic marks by Olympic marketing partners
- restrictions on the use of Olympic images of athletes
- restrictions on the use of Olympic marks and imagery
- the established legislation that protects the Olympic marks
- the established legislation that protects other rights of the OCOG, the IOC, and the Olympic marketing partners
- the consequences of infringing upon Olympic marketing rights or violating legislation

Business/Opinion Leaders

The OCOG must communicate the following to business/opinion leaders within the host region:

- that unauthorised Olympic promotions are illegal (provided that there is relevant law in the jurisdiction) and unethical
- that unauthorised promotions jeopardise the financial support of the Games, the host country's Olympic team, and the host country
- that the OCOG will, within the limits of the law, protect its rights and the rights of its official marketing partners

This communication (a) raises awareness among non-partners and thus is likely to prevent unauthorised Olympic commercial promotions and (b) assures Olympic marketing partners and potential partners that their Olympic marketing rights are being and will be protected by the OCOG.

Competitors of Marketing Partners

It is very important that the OCOG's marketing education plan include contact with the competitors of official Olympic marketing partners. The message of such communication must be similar to that used in raising awareness among advertising agencies.

Competitors must be left in no doubt of the consequences of breaching these guidelines — that the OCOG will pursue any breach vigorously. By actively working to raise awareness among competitors, the OCOG ensures that ambush marketing campaigns cannot be excused because of a competitor's ignorance.

The Media

The OCOG must supply the media with access to necessary, accurate data on Olympic marketing. The objective is the creation of a cumulative body of reference material.

The media education programme is designed to meet two basic needs:

- Through this programme, the OCOG can provide the media with the resources to present accurate, informed, and objective accounts of Olympic marketing programmes.
- By actively and continually promoting the necessary contributions of Olympic partnerships and their positive impact, the OCOG can generate media and public support for Olympic marketing programmes and partners, and thus minimise the effect of ambush marketing.



In fulfilling the above needs, the OCOG will inform the media of the problem and the dangers of ambush marketing, and enlist the media in the fight against such practices.

It is vital that the media understand the anti-ambush marketing issues and programmes. This can be achieved through a regular practice of:

- inviting all business, marketing, and sports media to major information events and briefing sessions
- distributing informative material that defines ambush marketing and the anti-ambush strategy
- visiting the editorial review boards of leading business, sports, marketing trade publications, and selected newspapers
- encouraging editorial boards to support the IOC and OCOG anti-ambush marketing effort by creating a hostile climate for ambush marketers

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The Public

Before and during the Games, the public will be inundated with various kinds of Olympic-related promotions, and it is important for the OCOG to communicate that not all so-called Olympic promotions are legitimate — that not all entities that conduct promotions have an official association with the Olympic Movement. The OCOG must communicate the following to the public:

- that unauthorised Olympic promotions are unethical and illegal (provided that there is relevant law in the jurisdiction)
- that Olympic marketing partners contribute significantly to the host region, to the staging of the Games, and to the host country's Olympic team
- that unauthorised promotions jeopardise the financial support of the Games, the host country, and the host country's Olympic team



Market research on the topic of ambush marketing has shown that:

- the public is more outraged by consumer deception than it is offended by one company's unethical treatment of another
- ambush marketers potentially may be perceived to be small companies that cleverly and successfully challenged major corporations

It is, therefore, best to reproach the ambush marketer for:

- the attempt to deceive the public
- the lack of concern for Olympic athletes and for the future of sport

The OCOG must take an active approach to the defense of partner rights by conducting a communications programme that:

- explains and denounces the practice of ambush marketing
- makes an emotional plea to the public not to patronise ambush marketers
- asks for public assistance in preventing or ending ambush campaigns

ESTABLISHING A PROGRAMME

Preventive anti-ambush communications activities include the the following:

- Advertising Campaigns
- General Marketing Communications

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Advertising Campaigns

An example of an advertisement campaign from a previous OCOG illustrates the important emotional and rhetorical possibilities of such a campaign.

Example: ACOG's anti-ambush advertising —

The Atlanta Committee for the Olympic Games (ACOG) produced a series of print advertisements that presented the practice of ambush marketing as “cheating.” The advertisements explained what ambush marketing is, how it can be recognised, and why it should be considered unethical.

Providing an ACOG telephone number, the print ad solicited the help of citizens in stopping ambush marketing. Important elements of this advertising programme include:


- Local appeal: by emphasising that official Olympic partners support the host country Olympic team, an ambush marketer is positioned as one who steals from the athletes and the Olympic team
- Sentimental appeal: by characterising ambush marketing as “cheating,” the advertisement positions ambush marketing as a practice directly opposed to the Olympic spirit

Often, a campaign that appeals to local sentiment and national pride is effective because (a) a high percentage of the spectators at the Olympic Games are citizens of the host country, and (b) many ambush marketers are businesses, located within the host country, who try to capitalise on their proximity to the staging of the Olympic Games.





How Do You Feel About CHEATING IN THE OLYMPIC GAMES?

Because the most of us, the very mention of cheating in the same sentence with the Olympics... However, not only that... having a great time. And as you... they are, right? You see, this... Official Olympic Sponsors and... companies have earned the right... to be associated with the... Olympic Games. By contributing... the benefits, services, people... and financial support that make... these Games, and the U.S. Team... possible in the first place. And yet there are companies... who are not... trying to exploit the popularity...



are guilty of the Olympic Games with ambush marketing efforts that mislead the public, and rob... athletes of all support. So join us in supporting the... athletes helped the team out... Official Sponsors and Services. And if you are an athlete, product... that stands for the U.S. Olympic... Team or the Olympic Games, but... don't carry them at Olympic... Events, you are the only one... who knows by getting... the U.S. Team... because this is not... cheating in the Olympic Games. It's just a marketing strategy.



And, ultimately, a career machine. It adapts its tone of its somewhat high on an average to hold and deliver in the appropriate to the "order" and "quantity" of the, or the responsibility to, accept a similar obligation. They will pattern to be open to it to supply that "Myself, I know what you are not, but I am not available. The old system is there and we are looking for those who are not. Now and again, as we are concerned, their support in every life-long matter and every life-long event. And, then, all to be able to give more support in making sense. And, as a result, it is not all of every American. With the same spirit, it is not all of every life-long class. Look for the history and the life-long class and the. And, as a result, it is not all of every


SYDNEY 2000 OLYMPIC GAMES SPONSORSHIP.

His robot dreams are made of


[illegible]

New Zealand Olympic Committee sponsor recognition advertisement, with a note to combat ambush marketing



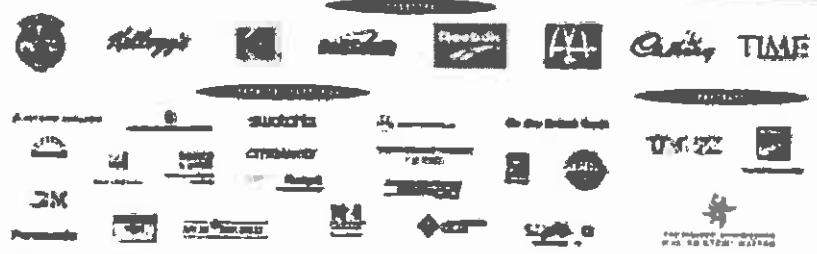


THE NEW ZEALAND OLYMPIC AND
COMMONWEALTH GAMES ASSOCIATION INC.



Thanks

to the official family
of sponsors of the
New Zealand Olympic
Games Team.



Together, these companies have financially and morally committed themselves to send our New Zealand Team to the 1996 Centennial Olympic Games in Atlanta U.S.A.

No thanks

to those marketers using 'parasite' tactics to falsely imply an association with the New Zealand Olympic Games Team or Olympic Movement in New Zealand. Such conduct threatens the future funding of all New Zealand teams. It undermines New Zealand's commitment to 'integrity' and 'fair play'. For the sake of our sports people... don't do it!

Marketing Communications

Objective

Marketing communications programmes:

- emphasise the value and importance of Olympic partnership
- serve to identify the official, legitimate partners
- serve to protect the legally obtained marketing rights of the official, legitimate partners



Marketing communications help to heighten understanding of the operations, the contributions, and the benefits of Olympic marketing. The OCOG marketing communications staff provides services designed to raise partner visibility and to help partners leverage their investment. In doing so, the likelihood of ambush marketing — particularly successful ambush marketing — is greatly reduced.

Background

The various audiences for marketing communications are discussed in the preceding section of this chapter. The OCOG must focus each element of marketing communications toward specific audiences for specific purposes. The preceding section also provides information on the anti-ambush message that is most appropriate for each of the marketing communications audiences.

The OCOG's marketing communications staff must be able to appeal to local sentiment to ease local concern and to enlist local support for Olympic marketing partners. General OCOG marketing communications must include the following messages:

Partner contributions benefit the citizens of the host region by:

- easing the financial burden on the host region
- supporting the host country Olympic team
- helping to beautify the area with new, state-of-art structures
- providing services, products, and technology that (a) are absolutely necessary to the successful operations of the Games and (b) allow the citizens of the host region to be proud of the Games

The OCOG must also emphasise that, because of the important role of Olympic marketing partners, ambush marketing will not be tolerated.

MARKETING COMMUNICATIONS BEFORE THE GAMES:

In the effort to prevent the successful practice of ambush marketing by non-partners, the OCOG marketing communications team must:

- stage major press briefings to announce official marketing partnerships
- present partner recognition press releases to the business and Olympic media
- conduct partner demonstrations and seminars — where partner management meets with the press to demonstrate the products and services that they contribute to the Olympic Games.
- define ambush marketing and outline its negative impact.
- hold workshops for public relations personnel of partner companies — to raise awareness of anti-ambush methods.
- hold press conferences to expose persistent, deliberate ambush marketers.

MARKETING COMMUNICATIONS DURING THE GAMES:

During the Games, the OCOG marketing public relations team must:

- publish pamphlets or brochures that answer the following questions:
 - How much does it cost to stage the Olympic Games?
 - How does the Olympic Movement generate funds?
 - What do partners contribute?
 - Who benefits from Olympic marketing?
 - Without partners, what condition would the Olympic Movement be in today?
- release news on partner involvement in and contributions to the operations of the Games to publicly recognise partner contributions and to validate the applied use of partner products, services, and personnel
- conduct media briefings at which partners describe the activities that they sponsor during the Games and the contributions that they make to the Games
- define ambush marketing and outline its negative impact
- hold press conferences to expose persistent, deliberate ambush marketers



USING COMMUNICATIONS TO EXPOSE AMBUSH MARKETERS

More moderate educational and informational approaches must be used first when confronting ambush marketing activity by any entity. Resolutions should generally be made by the least public and least disruptive means.

Persistent and deliberate ambush marketing activities, however, may require strong action. The OCOG must use advertisements and other public relations (described above) to combat persistent and deliberate ambush marketing by any entity and to expose the offender's identity. These actions should be commensurate in scale and force with the ambush activity that they seek to combat.

SUMMARY OF STEPS AND ACTIVITIES: COMMUNICATIONS



- Identify key audiences for all communications regarding Olympic marketing and ambush activity
- Generate advertisements that highlight the contributions of Olympic marketing partners and that discourage support for ambush marketers
- Distribute public relations material that:
 - announces the sign-on of new Olympic marketing partners
 - highlights the contributions of Olympic marketing partners
 - emphasises the negative impact of ambush marketing
- Raise media awareness of:
 - the contributions of Olympic marketing partners
 - Olympic marketing guidelines
 - the threat of ambush marketing and its potential impact on the Olympic Movement
- Raise Olympic Family awareness of:
 - Olympic marketing guidelines
 - the threat of ambush marketing and its potential impact on the Olympic Movement
 - common channels of ambush marketing
- Be prepared to use public relations material to expose persistent deliberate ambush marketers to the public.

LEGISLATION

Objective

An Organising Committee for the Olympic Games (OCOG) is a legal entity that is responsible for the staging of the Olympic Games. The OCOG has intellectual property that it must protect, including the Olympic Games logo, the Games mascots, the Olympic rings, and certain Olympic-related terms and phrases (including the word “Olympic”). This section will discuss in detail the legal resources available to OCOGs in the effort to prevent and confront ambush marketing.



Background

The rights of Olympic marketing partners primarily include:

- permission to display Olympic imagery on products and in advertisements
- the right to designate themselves as official Olympic partners

The exclusivity of these rights within a given product category is a central foundation of Olympic marketing, and the value of the rights granted to the Olympic marketing partners is related to and contingent on the ability of the Olympic Family to protect that exclusivity. Olympic images or marks — such as the Olympic rings or the Olympic Games logo — are typically protected by basic trademark and copyright laws that, although similar, can vary slightly from one country to another.

Legal contracts establish and grant exclusivity. Laws protect it.

OWNERSHIP OF OLYMPIC PROPERTIES



	IOC	NOC	OCOG	COMMENTS
Olympic Symbol	X			
Historical Poster/Emblem/ Mascot/Medals	X			IOC may approve limited usage by OCOG and/or NOC.
Games Broadcast Images	X			IOC will license OCOG and NOC sponsors access to Olympic Games imagery. (See OTAB information in Chapter 4)
NOC Mark		X		
Olympic Torch	X		X	NOCs have limited access to Torch imagery, provided it does not create any association with the Olympic Games Torch Relay.
Olympic Torch Relay	X		X	
Olympic Motto	X			IOC may approve limited usage by OCOG and/or NOC.
OCOG Mark Mascot				
Pictogrammes Official Poster(s)			X	
Olympic Medals			X	NOC may use after the Games in conjunction with Olympic medalist.
Host City Designations/Images			X	NOC may use Host City – provided clearly linked to NOC Team Designation
NOC Designation		X		
Worldwide Designation	X			

The Law and Olympic Marketing

The legal foundation of Olympic marketing is essential for many reasons:

- It protects the exclusive rights of the official Olympic marketing partners.
- It helps to ensure that those who do not support the Olympic Games financially do not profit from the Games.
- It ensures that the public, upon purchasing an item that bears the Olympic marks, will obtain a product that is of a quality that has come to be associated with the Olympic Movement.
- It works to prevent any individual or company from using Olympic imagery to mislead the public by creating the false impression that, by patronising the offender, the public is supporting the Games.



The OCOG must take several measures to protect the legally obtained rights of Olympic marketing partners, including:

- working for specific Olympic-related copyright and trademark legislation within all countries that are represented by the Olympic Movement
- enforcing the intellectual property rights of the Olympic Movement against those who would infringe upon or otherwise violate such rights — in court, if necessary
- educating key audiences about the law that establishes and protects the exclusive rights of Olympic marketing partners
- encouraging the public, the media, and the business community to reject the illegal violation of Olympic copyrights and trademarks



The legal remedies available to sports organisations to protect their events, commercial programmes, and partners will vary to some extent from one territory to another, but will largely be governed by the following factors:

- the extent to which emblems, logos, mascots, photographs, films, TV material, images of participants, and other material capable of intellectual property protection is protected through a trademark or copyright programme and controlled by the sports organisation itself
- the availability of alternative legal measures, other than trademark and copyright law, to deal with instances of unfair competition, misleading advertising, false trade descriptions, and appropriation of goodwill
- the ability of the governing body to control, contractually or otherwise, the activities of individuals and organisations participating in the event including the athletes, their associations or federations, the media, the venue, the areas surrounding the venue, and the airspace above

Legislation as Brand Protection

NOCs ordinarily obtain protection for the Olympic marks in their respective countries on behalf of the IOC. The duty of protecting Olympic marks is transferred from the host country NOC to the OCOG upon the establishment of the Single Marketing Programme. The task of the OCOG's legislative protection plan is to ensure that there is no misuse of the OCOG's intellectual property or Olympic imagery in the host country and throughout the world. The programme is responsible for:

- registering the OCOG's trademarks in the host country and throughout the world
- establishing successful anti-counterfeit measures
- ensuring, as far as possible, that ambush marketing does not occur

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From the Olympic Charter.

The IOC may take all appropriate steps to obtain the legal protection, both on a national and international basis, of the Olympic Symbol, flag, motto and anthem.

Even if the national law or a trademark registration grants an NOC the protection of the Olympic symbol, such NOC may only use the ensuing rights in accordance with instructions received from the IOC Executive Board [Bye-Laws 1.1 and 1.2 to Rules 12, 13, 14, 15, 16 and 17].

For a discussion of IOC initiatives regarding the legal protection of Olympic marks, please see "IOC Initiatives to Protect Olympic Marks" in this section [page 57].

Trademark Law

Trademark principles generally prohibit the unauthorised use of another's trademark (i.e., an identifying word, name, or symbol) or a confusingly similar mark, whether or not the original design has been directly copied. In many countries, trademark law protects the Olympic rings and logo against unauthorised third parties. Trademarks protect the rights of the owner, but they also are intended directly to protect the public by ensuring consistent quality.

A domestic or international trademark programme is an effective tool in restricting the more direct forms of ambush marketing in that it:

- provides a relatively straightforward legal mechanism to prevent misuse of a logo or other Olympic marks
- serves as a warning to others

Trademarks can be:

distinctive words	numbers	symbols	designs
devices	logos	slogans	colour combinations
features of packaging	characters	sounds	smells

The purpose of trademark registration:

- to protect the owners of the marks from unfair competition
- to protect the public by properly identifying goods or services



The trademarks of the Worldwide Olympic Partners



Copyright Law

Copyright law in many countries protects original works of authorship. In the context of the Olympic Movement, copyright law may protect the Olympic mascots and works that incorporate the Olympic rings — such as Olympic posters, broadcasts, videos, or books. The rights to use these works in marketing campaigns are reserved: (a) for the Olympic Family, who hold the copyrights to various Olympic marks, and (b) for Olympic marketing partners, who receive the right to use marks through marketing agreements with the Olympic Family. The Berne Convention is an international copyright convention to which many countries belong.

BERNE CONVENTION FOR THE PROTECTION OF LITERARY AND ARTISTIC WORKS (Paris Text 1971)

Article 10 (Fair Use)

1) It shall be permissible to make quotations from a work which has already been lawfully made available to the public, provided that their making is compatible with fair practice, and their extent does not exceed that justified by the purpose, including quotations from newspaper articles and periodicals in the form of press summaries.

Article 16 (Seizure of Infringing Works)

(1) Infringing copies of a work shall be liable to seizure in any country of the Union where the work enjoys legal protection.

(2) The provisions of the preceding paragraph shall also apply to reproductions coming from a country where the work is not protected, or has ceased to be protected.

(3) The seizure shall take place in accordance with the legislation of each.

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Requirements within the Host City Contract

The topic of legislation as a means of brand protection is discussed at length in the Host City Contract. The following textual excerpts are taken from the Host City Contract for the Games of the XXVIII Olympiad in the year 2004:

Legal trademark protection of the Olympic symbol, emblems, and mascot(s):

- The OCOG shall ensure the protection of the property of the emblem and the mascot(s) of the Games for the benefit of the IOC, both nationally and internationally. The OCOG alone, however, may exploit such emblem and mascot, as well as other marks, designs, badges, posters, objects, and documents connected with the Olympic Games during a period that terminates not later than [the end of the calendar year during which the Games are staged.] (After the OCOG has been disbanded, the host country NOC may exploit such Olympic-related material.) Upon the expiry of this period, all rights in or relating to such Olympic-related material belong entirely to the IOC.*
- The OCOG shall ensure the international protection of its emblem and mascot(s) by legal registration. It should supply the IOC with a complete description or registrations applied for and those obtained.*

- *The host city and the host NOC ensure that the Olympic symbol (i.e., the five rings), the terms "Olympic" and "Olympiad," and the Olympic motto are protected in the name of the IOC and/or shall have obtained such protection from the government and/or the competent national authorities of the host country. The NOC confirms that, in accordance with the Olympic Charter, such domestic legal protection exists in the name of or for the benefit of the NOC. All rights should be exercised in accordance with the instruction received by the Executive Board.*
- *Should there remain any doubt as to the protection of the items mentioned above, the city, the NOC, and the OCOG must obtain from the government and/or the competent national authorities of the host city adequate and continuing legal protection to the satisfaction of the IOC.*



Proprietary Rights in artistic or intellectual works

- *All proprietary rights, including copyright, in all graphic, visual, artistic, and intellectual works or creations developed for the use of the city's candidature committee remain in or must be transferred to the full ownership of the IOC, including emblems, mascots, pictogrammes, poster designs, Olympic torch designs and any moulds relating thereto, badges, Olympic winners and commemorative medals designs, official programmes and publications, musical works as referred to in the Olympic Charter, and other graphic works created for the Games.*
- *City, NOC, and OCOG shall ensure that all individuals involved in the creation have signed a copyright assignment, in form and substance satisfactory to the IOC Executive Board, before they begin work on any project.*

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IOC Initiatives to Protect Olympic Marks

Please Note: The IOC has recently begun to protect in the name of the IOC certain Olympic marks that relate to candidate cities, host cities of the Olympic Games, and OCOGs — at the expense of the pertinent candidate cities, host cities of the Olympic Games, and OCOGs. The phrase "Athens 2004" and the Olympic emblem of the 2004 Athens Games are examples of such marks legally protected by the IOC in the name of the IOC.

This initiative helps:

- to facilitate the protection of marks
- to simplify the procedure of assigning to the IOC all of the intellectual property of the OCOG, which by agreement occurs after the staging of each Olympic Games

All candidate cities, host cities of the Olympic Games, and OCOGs are to follow the instructions of the IOC to this effect.

SUMMARY OF STEPS AND ACTIVITIES: CREATING AND USING LEGISLATION



- Identify those areas in which the current available trademark or copyright law leaves elements of the OCOG marketing programme vulnerable to ambush activities.
- Plan and petition new legislation. The OCOG must work for legislation that
 - allows the OCOG to obtain an injunction to prevent an unauthorised user from manufacturing or distributing goods that improperly bear Olympic identification, without the necessity of proving damage
 - enables OCOGs to work with NOCs and national customs offices to prevent the import of goods that improperly bear Olympic identification
 - requires the unauthorised user to provide the OCOG with damages, or an account of profits, or both
- Prepare cease-and-desist orders that cite the appropriate legislative support of OCOG marketing programmes.
- Be prepared to take legal action against persistent, deliberate ambush marketers.

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Examples of Trademark, Copyright, and Specific Olympic-Related Legislation

For examples of Olympic-related legislation, please see Appendix II [page 105].

BRAND PROTECTION AND THE OUTDOOR ADVERTISING PROGRAMME

Objective

The objective of the outdoor advertising programme is to ensure that demands are met regarding the IOC effort to:

- protect the rights of Olympic marketing partners
- preserve the image of the Olympic Games
- ensure the proper presentation of the host city



Background

A passage from an Appendix to the Host City Contract:

- *The City and the OCOG shall ensure that billboards and pageantry bearing the Olympic symbol and the emblem of the OCOG are displayed throughout the City and at all Olympic venues. Not later than one year before the Opening Ceremonies of the Games, the OCOG shall submit its plans in this regard to the IOC Executive Board for approval. Such billboards and pageantry shall be in French and English, as appropriate (in addition to the language of the host country), as directed by the IOC Executive Board.*
- *The City and the OCOG shall ensure that no other billboards, pageantry, or messages of any nature shall appear at the Olympic venues whether at the instance of the OCOG, spectators, or otherwise. The OCOG shall comply forthwith with any direction of the IOC Executive Board in that regard.*

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The IOC requires that:

- no commercial messages be visible from inside the Olympic venues by spectators or television cameras
- the image of the Olympic Movement, the Games, and the host city be preserved and enhanced by controlling outdoor commercial activities



The IOC Outdoor Advertising Policy

- Beginning with the Athens 2004 Olympic Games, each OCOG is required to obtain — through working with government agencies and billboard owners — control over all city advertising opportunities: airport, train, bus, and other transport advertising, as well as billboard advertising.
- Control must be maintained for one month prior to the Olympic Games period plus the duration of the Olympic Games period.
- Binding contracts must be established before the IOC will consider a city's candidature.
- Contracts must include price controls on advertising space to ensure that the space will be available at the current rate.
- The OCOG must work with the IOC to properly allocate the acquired billboard space among various Olympic constituencies and for various uses, such as: Olympic messages, group Olympic partner recognition, individual Olympic partner recognition, and Olympic partner advertising opportunities.

As stated earlier in this manual, the *IOC Manual for Candidate Cities* states that

Each candidate city is required to obtain control of all billboard advertising, city transport advertising, airport advertising, etc., for the duration of the Games and the month preceding the Games to support the marketing programme. Proof of a binding option, with price controls, must be delivered to the IOC Marketing Department before each city's candidacy will be considered complete — seven calendar years prior to the staging of the Games. (N.B.: The cost of acquiring the options on advertising opportunities will be funded by the IOC out of the marketing programme receipts for the elected OCOG.)

TRACKING AND DATABASING POTENTIAL AMBUSH ACTIVITIES

Objective

The OCOG brand protection department should maintain two separate databases of information on Olympic-related marketing activities within the host country:

- a register of Olympic marketing partners, to ensure that all partners correctly use only those rights that have been granted in the partnership agreement
- a brand protection database of all ambush marketing activities, with documentation of the OCOG action taken to stop the ambush campaign



This section will discuss the practical benefits of such databases and present a model of the kind of information to be contained within such databases.

Background

REGISTER OF PARTNERS AND LICENSEES

The brand protection department must keep a database register of:

- all OCOG licensees, partners, suppliers
- the specific product categories of each
- the marketing rights granted to each

This resource is useful in accurately identifying each Olympic marketing partner and the rights to which they're entitled. For example, it is possible that a company that is licensed to manufacture OCOG t-shirts might breach its contract by producing and selling other Olympic-related merchandise for which it is not licensed. To protect the rights of all marketing partners, the brand protection department must confront situations of this kind just as it confronts incidents of non-partner infringement.



BRAND PROTECTION DATABASE

This register of all offenders — which is databased and cross-referenced by company name, company type, product category, offending article — tells how each incident has been confronted by the brand protection department and summarises all communication through resolution.

The Sydney Organising Committee for the Olympic Games (SOCOG) maintains a Brand Protection Database of ambush marketing, trademark, and copyright violations. The database can be viewed by:

- company name
- product category
- infringing article
- marks infringed

A template of the database entry:

company name → product category → relationship to the OCOG [e.g., competitor/partner/licensee] → date → type of infringement [e.g., ambush advertising, trademark infringement, counterfeit goods]

Description of incident: [the specific nature and circumstances of each infringement]

Documentation of action: [what measures have been taken to confront]

A sample entry of the database entry:

QANTAS → airline → competitor [of an official marketing partner] → [date] → ambush advertising/trademark infringement

Description: product advertisement; mark: AOC logo; an Olympic-themed advertisement using the logo, the slogan “Flying Toward 2000,” showing images of a number of high-profile athletes; AOC logo still being used in ads at the airport.

Documentation: [description of the OCOG’s action against the infringement and the competitor’s response.]

Hard copy documents exist in the form of “letters of demand” (to cease and desist) and “signed undertakings” (assurances of compliance).

Cease-and-Desist Letters

The common result of identifying and tracking ambush marketers is to present cease-and-desist letters that identify:

- the precise violation
- legislation that protects the OCOG from such a violation
- the exact source of the violation
- a request that the campaign or activity be stopped immediately
- the legally supported actions that the OCOG is prepared to take with regard to the violation

BRAND PROTECTION AND COUNTERFEIT MERCHANDISE

Objective

The sale and distribution of counterfeit merchandise infringes upon the rights of Olympic licensees, damages the image of the Olympic Games, and poses a threat to a major element in the Olympic marketing programme. Several methods of preventing the sale and distribution of counterfeit merchandise will be discussed in this section.



Background: Controlling Counterfeit Merchandise

One of the best OCOG programmes for the control of counterfeit Olympic merchandise has been implemented by the Sydney Organising Committee for the Olympic Games (SOCOG). SOCOG's extensive programme is designed to minimise the impact of pirate merchandise on its sponsorship and licensing programmes. SOCOG's brand protection department is responsible for implementing and enforcing the initiatives, in co-operation with the licensing department. Key initiatives include:

- a sophisticated identification and verification programme for licensed merchandise involving coded "Olympic Authentics" style swing tags with hologrammes or other appropriate on- and in-product security devices to allow easy detection of unauthorised merchandise
- an awareness and information programme for all retail outlets carrying authentic Olympic merchandise
- a consumer and corporate education programme to explain the "Olympic Authentics" style and retail education programmes to warn the public of the danger of buying unauthorised goods
- where possible, legal protection of all words and symbols owned by SOCOG or associated with the Games in Australia and, to a limited extent, overseas
- an education and promotion programme with Australian customs officials to identify and allow for the seizure of pirate merchandise at the borders
- an active "Pirate Identification" programme featuring regular surveillance of known pirate outlets such as local markets and some souvenir stores and stalls, and swift and decisive legal or publicity responses

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Anti-Counterfeit Programmes

Past OCOGs, including the Atlanta Committee for the Olympic Games (ACOG) and the Sydney Organising Committee for the Olympic Games (SOCOG), have conducted comprehensive programmes to effectively prevent unauthorized Olympic-themed merchandise from entering and being sold within the host country.

THE U.S. OLYMPIC CUSTOMS PROGRAMME

Prior to importation into the United States, all licensed and premium items or packaging, manufactured or shipped from abroad, that depict Olympic-related designations must first be authorised through United States Olympic Committee (USOC) General Counsel for passage through U.S. Customs.



This prior clearance is critical for two reasons. First, this process helps maintain the USOC's authority pursuant to the Amateur Sports Act.* In addition, however, this process helps to alleviate the importation and distribution of counterfeit items and to facilitate the seizure of illegitimate materials.

Marketing partners (sponsors, suppliers, and licensees) are required to complete and submit to the USOC a Customs Information Form so that legitimate Olympic materials will be able to enter the United States.

* *For a complete discussion of the U.S. Amateur Sports Act and its contents, please see "Examples of Olympic-Related Legislation" [Appendix II, page 105].*

THE SOCOG CUSTOMS PROGRAMME

Investigations and Security Devices

SOCOG's specialist trademark investigators patrolled markets and retail outlets to detect and take action against counterfeit Olympic Games merchandise. These investigations took place throughout Australia and continued until after the staging of the Sydney 2000 Games. Long before the Games were staged, SOCOG's investigators served hundreds of notices on counterfeit merchandisers, conducted raids on markets and stores known to deal in counterfeit merchandise, and made many seizures of counterfeit Games merchandise.

SOCOG used comprehensive product security technology devices including bar codes, specially marked swing tags, sew-in labels, hologrammes, laser technology, and impregnation of fabric and goods with traceable substances. SOCOG has worked with the creator of "DNA security technology" in Australia to develop security measures for Olympic Games merchandise based on the principles of DNA tracing.

Customs and Police

SOCOG had the support of government authorities such as the Australian Customs Service and the New South Wales and Australian Federal police forces. SOCOG lodged documentation with the Customs Service objecting to the importation of merchandise bearing SOCOG's emblem or other trademarks. Customs monitored incoming freight and, in appropriate cases, seized counterfeit goods. The State and Federal Police worked with SOCOG to assist in the detection and the prosecution of infringements.

The SOCOG brand protection department, which began work five years prior to the staging of the Games, established these programmes and produced brochures and other publications for distribution to the Australian public. These materials were designed to raise awareness of these issues and to enlist the support of the Australian public.

SUMMARY OF STEPS AND ACTIVITIES: CONTROLLING COUNTERFEIT MERCHANDISE



- Work for the legislative protection of all Olympic-related marks, images, slogans, and phrases.
- Engage the co-operation of the federal customs office and police for the seizure of counterfeit merchandise entering the country or territory.
- Conduct training sessions for federal customs agents and police.
- Retain the services of private investigators who have experience in the seizure of counterfeit merchandise.
- Maintain a system of documentation that includes:
 - the source of the counterfeit merchandise
 - the kind of merchandise
 - the specific counterfeit violation (e.g., the illegal use of the OCOG mark)
 - the outlet at which the merchandise was seized
 - the action taken by the OCOG
- Raise awareness of counterfeit merchandise among the public, the media, and the merchandising industry.
- Urge the public not to patronise counterfeit vendors.

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Games Time Procedure for Counterfeit Merchandise Seizure in the Venue Area or Host City

For protocol, guidelines, and standard operating procedures on the Games-time seizure of counterfeit merchandise in an Olympic venue area or the host city, please see "Standard Operating Procedures" [Chapter Three, Section IV, page 95].

OLYMPIC BROADCAST: PREVENTING AMBUSH MARKETING



Objective

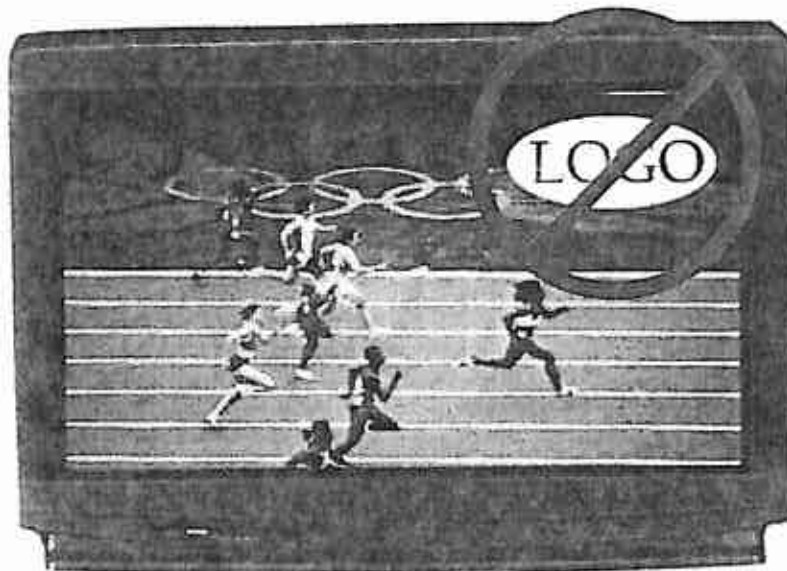
The main objective of this programme is to identify and insure against any possible infringements made by broadcasters or by broadcast advertisers. The IOC runs a global compliance monitoring programme through a specialised broadcast monitoring agency. The OCOG must conduct a similar programme to monitor the broadcast within the host country.

Background

Olympic Games broadcast rights contracts contain guidelines and regulations for commercial activity outside the normal advertising breaks. The Olympic broadcast agreements require that the basic sports signal be kept clear of any commercial messages. Partnership issues and terms of advertising can vary slightly according to the broadcast country or territory, but can be summarised as follows:

- There must be no overlay of any commercial message or logo during coverage of Olympic sporting action, ceremonies, or commentary.
- There may be certain opening and closing broadcast credits for an Olympic programme — but if the advertiser is not an Olympic partner, there must be clear separation from any form of Olympic imagery.
- Olympic marketing partners have exclusive rights to in-studio presence.
- The only acceptable on-screen credits are those connected to the official timing and data information/results service provider of the Olympic Games.

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The use of a logo or emblem overlay during an Olympic broadcast is prohibited.

Broadcast regulations and guidelines for the use of Olympic images that help to prevent ambush marketing are as follows:

- Broadcast rights to the Olympic Games are marketed in co-ordination with the overall Olympic marketing programme. Olympic marketing partners, according to broadcast agreements, are guaranteed the first option of purchasing the available commercial broadcast opportunities. If the official Olympic marketing partner declines the broadcast advertising opportunity, non-partners may purchase commercial opportunities during Olympic that broadcast.
- Restrictions have been established in most countries and territories with respect to the use of Olympic imagery or the use of the word "Olympic" that prohibit a non-partner from implying an Olympic association. Olympic broadcasters must evaluate all advertising material in the period directly before and during the Olympic Games in the effort to screen ambush marketing materials. Licensed broadcasters are asked by contract to prevent the unauthorised use of Olympic images or the communication of non-partner commercial messages that imply an Olympic association.
- Parties involved in Olympic broadcasting must keep in mind that there is enormous potential for uncontrolled advertising to destroy the image of the event or the sponsorship. The Olympic broadcast agreements demand that the basic sports signal be kept clear of any commercial message. Overlays and special advertising signs are prohibited.
- Olympic broadcasts should be clearly copyrighted in the name of the event owner (the IOC) with notices at the beginning and the end of each broadcast. This practice puts potential pirate broadcasters and all third parties — particularly advertisers and agencies who want to acquire footage for commercial purposes — on notice.
- The IOC will only sub-license the use of Olympic images for commercial or promotional purpose to official Olympic marketing partners. In this way, non-partners cannot obtain current Olympic images — even for internal purposes. These controls also extend to all moving images, such as the official films of the Games, as well as to all still images of the Games, the athletes, and the venues, particularly if they are recognisable.



Broadcasters are not entitled to grant the right to use Olympic marks or broadcaster composite logos to their television broadcast sponsors (except on a limited basis in the U.S. market).

For a full discussion of Olympic broadcast guidelines, please see the Olympic Broadcast Marketing Handbook.

Television Compliance Monitoring Programme

During the Olympic Games, the IOC conducts a television compliance monitoring programme outside the host country in co-operation with a specialist agency. This programme monitors the television broadcast of the Olympic Games for any infringement of the marketing agreements that govern:

- the proper broadcast of the Games
- the exclusive rights of marketing partners



To protect the rights of Olympic marketing partners, the OCOG Television Compliance Monitoring Programme also monitors advertisements that appear during the broadcast in the host country to identify any non-partners that violate the exclusive rights of Olympic marketing partners through the unauthorised use of Olympic images, symbols, or commentaries.

Broadcaster Support Against Ambush

The broadcast agreements require all Olympic broadcasters to evaluate all advertising material in the period directly before and during the Olympic Games in the effort to screen ambush marketing campaigns by non-partners that have purchased advertising airtime. Licensed broadcasters are asked by contract to prevent and deny the broadcast of any advertisement that contains the unauthorised use of Olympic images or the communication of other non-partner commercial messages that imply an Olympic association.

SUMMARY OF STEPS AND ACTIVITIES: OLYMPIC BROADCAST

- Be certain that the broadcaster is aware of all IOC guidelines concerning the broadcast of the Olympic Games.
- Be certain that the broadcaster is aware of its responsibilities as the broadcaster of the Olympic Games, including:
 - the acknowledgement of the rights of Olympic marketing partners
 - the adherence to the guidelines for the proper presentation of the Olympic Games
 - the need to review all advertising inventory for ambush marketing attempts
- Monitor the broadcast for ambush marketing activity or for improper presentation of the Games broadcast.
- Be prepared to present cease-and-desist orders to any entity responsible for ambush marketing activity on the Olympic Games broadcast.
- Be prepared to activate a communications campaign against any entity that is persistently responsible for ambush marketing activity on the Olympic Games broadcast.
- Be prepared to take legal action against any entity that is persistently responsible for ambush marketing activity on the Olympic Games broadcast.



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Again, the IOC has established a programme to monitor the global broadcast of the Olympic Games for ambush activity. The OCOG, however, must:

- understand Olympic broadcast regulations
- understand how the IOC compliance monitoring programme works
- monitor broadcasts within the host country or territory



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CHAPTER THREE

CLEAN VENUES

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SECTION I

CLEAN VENUE COMPLIANCE



This section outlines the Olympic clean venue guidelines as presented in the *Olympic Charter* and the Host City Contract, as well as specific Games-time guidelines established by previous OCOGs.

Subsequent sections in this chapter will outline necessary activities for maintaining clean venues as established by the IOC and previous OCOGs.

GENERAL CLEAN VENUE PROVISIONS

The term *clean venue* applies to a venue that complies with the standards established in the Host City Contract and the *Olympic Charter*. The term refers to the mandate that all structures, facilities, and areas that are used for official Olympic purposes be free of commercial advertising and other messages deemed inappropriate for the Olympic Games environment.

On the topic of propaganda and advertising, Rule 61 of the *Olympic Charter* states that:
No kind of demonstration or political, religious, or racial propaganda is permitted in the Olympic areas. No form of publicity shall be allowed in and above the stadia and other competition areas which are considered as part of the Olympic sites. Commercial installations and advertising signs shall not be allowed in the stadia, nor in the other sports grounds.

The Host City Contract (for the Games of the XXVIII Olympiad in the Year 2004) states that:

The City, the NOC and the OCOG shall ensure that the provisions of the Olympic Charter relating to the prohibition of propaganda and advertising are strictly observed. No Olympic venue shall be encumbered during the period of the Games by any franchise, concession or any other commercial agreement that would conflict with or cause breach of any agreement entered into by the IOC or the OCOG. The City, the NOC and the OCOG shall also take the necessary steps so that no propaganda or advertising is placed within the Olympic venues or outside the Olympic venues in such a manner that they are within the view of the television cameras covering the sports at the Games or of the spectators watching the sports at the Games.

Ambush Marketing and Partner Rights Enforcement in the Venue Area

Incidents of ambush marketing that occur at Games time in or near the venue area and host city must be confronted in accordance with the protocol for addressing violations of *Olympic Charter* clean venue regulations.

SPECIFIC PROVISIONS AND EXCEPTIONS TO CLEAN VENUE GUIDELINES

Equipment Branding

The bye-law to Rule 61 of the *Olympic Charter* (in force as from 17 June 1999) presents the guidelines for clean venues with regard to equipment branding.



No form of publicity or propaganda, commercial or otherwise, may appear on sportswear, accessories or, more generally, on any article of clothing or equipment whatsoever worn or used by athletes or other participants in the Olympic Games, except for the identification — as defined . . . below — of the manufacturer of the article or equipment concerned, provided that such identification shall not be marked conspicuously for advertising purposes.

- *The identification of the manufacturer shall not appear more than once per item of clothing or equipment.*
- *Equipment: any manufacturer's identification that is greater than 10 percent of the surface area of the equipment that is exposed shall be deemed to be marked conspicuously. No manufacturer's identification, however, shall be larger than 60 cm².*
- *Headgear (e.g., hats, helmets, sunglasses, goggles, and gloves): any identification of the manufacturer that is larger than 6 cm² shall be deemed to be marked conspicuously.*
- *Clothing (e.g., shirts, shorts, sweat tops, and sweat pants): any manufacturer identification that is larger than 12 cm² shall be deemed to be marked conspicuously.*
- *Shoes: it is acceptable that there appear the manufacturer's normal distinctive design pattern. The manufacturer's name and/or logo also may appear, up to a maximum of 6 cm², either as part of the normal distinctive design pattern or independent of it.*
- *In case of special rules adopted by any International Sports Federation, exceptions to the rules mentioned above can be approved by the IOC Executive Board.*

Any violation of the provisions of the present clause shall result in disqualification or withdrawal of the accreditation of the person concerned. The decisions of the IOC Executive Board regarding this matter shall be final.

The numbers worn by competitors may not display publicity of any kind and must bear the emblem of the OCOG.

The exceptions set forth in the *Olympic Charter* and those established by the IOC Executive Board, listed below, are acceptable even within the clean venue area.



PROFESSIONAL AND TECHNICAL EQUIPMENT AND OUTFIT

- The scoreboard, timing/indicating equipment, large screens and other devices/equipment and fixtures used at the Games may carry the manufacturer's trademark up to a maximum of one-tenth of its size (height, length) and up to a maximum of 10cm.
- The manufacturer's trademark includes only the normal display of the name, logo, or other characteristic indication of the manufacturer of such item in only one location per item — the exact location is to be determined solely by the IOC.
- Wherever possible, the Look of the Games must be factored into the design and presentation of the equipment.

Indication of Manufacturer's Name on Items for Games Operations

The following cases shall be permitted in marking the manufacturer's name, etc., on items necessary for the operation of the Games, regardless of whether they are visible within the clean venue. The size of the mark, however, shall be within the normally accepted range.

INSTALLED EQUIPMENT, FIXTURES

- Lifts, gondolas, elevators, escalators, automatic doors, etc.
- Lighting equipment, wall clocks, heaters, water boilers, fire extinguishers, etc.
- Tables, chairs, sofas, cabinets, and other furniture.

GOODS FOR THE OPERATION OF THE GAMES

- Vehicles or equipment exclusive for site preparation, such as snow removal and ice making
- Temporary constructions such as tents and toilets
- Tables, chairs, sofas, and other furniture for use inside various offices
- Various medical equipment, medicines
- Various security systems

Clothing and Uniforms

CLOTHING AND ACCESSORIES PERMITTED FOR GAMES PARTICIPANTS

- Only the manufacturer's trademark may appear on sporting goods such as equipment (skis, shoes, socks, skates, binding, etc.) and clothing (jackets, trousers, coats).
- No equipment may be taken by the athlete to the medal award ceremony or interview areas excluding daily worn articles such as shoes or skis.
- All items of clothing, other than accessories, may carry one manufacturer's trademark per item up to a maximum of 12 cm² in size.
- All daily used accessories (goggles, socks, hats, rollneck sweaters, etc.) may carry the manufacturer's trademark up to a maximum of 6cm².
- Protective helmets and headgear may carry two manufacturer's trademarks per item up to a maximum of 15cm² in total, one on each side placed over the ears.
- Gloves may carry two manufacturer's trademarks in total, namely one per glove, provided that the total surface area shall not exceed 15cm² per glove.
- Protective masks (goggles) may carry two manufacturer's trademarks up to a maximum of 6cm² in

size, one on each side placed over the ears.

- Permitted are the national flag or Olympic emblem of the NOC of the home country, or, upon obtaining the approval of the OCOG, the Games emblem.
- The IF officials may carry the federation emblem on their respective federation uniforms.

CLOTHING AND ACCESSORIES WORN BY SPECTATORS (*Other than marketing partners, their guests, and other rights holders operating under specific uniform guidelines*)



The indication of the manufacturer's name and brand name on clothing, hats and other accessories worn by the spectators will not be restricted if in their normal size. The following cases, however, will be judged as infringing the clean venue, and measures such as masking will be taken.

- Spectators must not wear clothes or accessories with commercial messages other than the manufacturer's name and brand name in a large size.
- No group of persons shall be permitted to wear clothes or accessories with the same or considerably similar design, and with any company's name and brand name marked conspicuously thereon.

UNIFORM, ETC., OF SPONSORS, SPONSORS' GUESTS, AND OTHER RIGHTS HOLDERS

The uniform, etc., of sponsors and rights holders may carry the manufacturer's name or brand name or other corporate logo.

UNIFORM, ETC., OF COMMISSIONED COMPANIES

The uniform, etc., of contractors may carry the indication of the manufacturer's name or brand name.

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CLOTHING AND ACCESSORIES, ETC., WORN BY THE PRESS, ETC.

The uniforms, etc., of the press and camera operators may carry the indication of the manufacturer's name or brand name or other corporate logo.

Groups of people wearing similarly trademarked clothing should be viewed conspicuously by the OCOG clean venue maintenance groups, especially if such groups draw attention to themselves.



Set-up and Display of Various Service Booths and Concession Stands

The set-up of service booths or concession stands by the OCOG's designated sponsors is acceptable even inside the clean venue areas. Service booths and concession stands conducting commercial business, however, must not be set up in locations where they can be filmed by television cameras or seen by seated spectators, nor may they be set up within the official event sites.

Furthermore, the signage and decoration of these service booths and concession stands will be carried out in accordance with the Look of the Games:

STANDARDS FOR SIGNS INSIDE COMPETITION FACILITIES

- The service and sponsor display of designated sizes may take place in tents or booths set up by the OCOG. Commissioned companies, however, may not make designs on their own that include their company names.
- Sponsors may design the front partitioned portion and overall interior of tents and booths used for sponsor concession stands. These designs, however, must be indicated less visibly than the Look of the Games.

STANDARDS FOR SIGNS INSIDE OPERATION FACILITIES

- Service and sponsor displays of designated sizes may take place in booths set up by the OCOG. Sponsors may also freely design signage in the given areas of space they have secured on their own for the use of service booths or concession stands that are unable to be seen from the outside of the facility. The design on the outer side of the walls, however, must incorporate the Look of the Games and sponsor logos. Brand and service displays must be displayed less visibly than the Look of the Games.
- Display on vending machines and waste baskets set up by the OCOG.

Entrance of Vehicles with Trademarks other than Sponsor Vehicles into the Venues

Those vehicles that may enter the venues for work-related matters are sponsor's services and delivery vehicles only. The vehicles of companies other than sponsors, however, will also be permitted to enter the venues if they have been designated and have received a passage permit from the OCOG.

TRADEMARK GUIDELINES

- In accordance with the instructions given by the IOC to the OCOG and the NOC, any trademark or other identification that appears larger than the size that is stipulated in the above guidelines for trademark identification on clothing, venue facilities, and equipment (sporting, technical, or otherwise) shall be remedied prior to the staging of events or otherwise rendered invisible (i.e., masked with tape).
- Any breach of the above guidelines that is not remedied may lead the violating athlete or official to be disqualified from the event.
- Any breach of the above guidelines that is not remedied may lead the violating spectator, journalist, or other individual ancillary to the competition to be expelled from the venue.





SECTION II

CO-ORDINATION TO ESTABLISH AND MAINTAIN CLEAN VENUES

OBJECTIVE

The objective of co-ordination is to assist the OCOG in ensuring that Olympic clean venue guidelines are met so that:

- the Olympic Games are presented properly
- the rights of marketing partners are protected at the Games

BACKGROUND

Clean venue violators are often resourceful individuals or entities who use extreme measures to:

- damage Olympic marketing programmes
- tarnish the image of the Olympic Games
- unethically communicate unauthorised commercial messages

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Co-ordination between several parties is absolutely essential to the effective prevention of clean venue violations. This section of the manual details parties with which the OCOG must co-ordinate and the goals of such co-ordination.

This section of the manual includes discussions of the following:

- Co-ordination with venue owners, designers, and managers
- Co-ordination within the OCOG
- Co-ordination with government and third parties

CO-ORDINATION WITH VENUE OWNERS, DESIGNERS, AND MANAGERS

Objective

It would be impossible for the OCOG to work effectively to prevent ambush marketing activity and to establish and maintain clean venues without the co-operation and support of venue owners, designers, and builders. This section discusses the areas in which assistance and compliance are essential to the success of Olympic marketing programmes and to the proper presentation of the Olympic Games.



Background

The OCOG must work closely with the venue owners and builders during the lead-up to the Games to ensure that all clean venue obligations are met in the most efficient and practical way.

The burden of providing a clean venue can be minimised by ensuring that:

- the venue owners and builders work with the OCOG to identify and address existing or potential issues as early as possible
- clean venue preparations are integrated into the overall construction and Games fitout schedules
- the venue owners and builders take into account the clean venues requirements when establishing or renewing concession and advertising contracts

The OCOG must set high performance standards for all aspects of the Games operation, especially in relation to the provision of clean venues. The venue owner's provision of a good standard of cover or temporary replacement signage will ensure that the venue itself is well-presented for the Games.

GUIDELINES FOR VENUE OWNERS, DESIGNERS, AND MANAGERS



Venue owners and builders must:

- Identify existing contracts relating to concessionaires, contracts relating to advertisers, or any other contracts, commitments, or relationships that may be relevant to providing a clean venue, in preparation for the venue workshop.
- Review all existing or planned advertising, branding, trademarks, and commercial identification at the venue, including all signage in the venue, or within clear view from inside the venue.
- Consider the ways in which these issues can be addressed — either by removing, replacing, covering, or otherwise disabling the signage to make it invisible.

To present the venue to a professional standard, it is also important that the venue owners and builders be aware of their need to ensure that:

- the temporary removal of signage does not leave an unsightly appearance
- where signage is replaced, the replacement is plain or otherwise approved by the OCOG, and is of a reasonable standard agreed in consultation with the OCOG
- where signage is covered, the cover used is of a reasonable standard agreed in consultation with the OCOG.

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With regard to venue contracts for concessions, the Host City Contract states that:

No Olympic venue shall be encumbered during the period of the Games by any franchise, concession, or any other commercial agreement. The OCOG shall have sole right to grant concession and advertising rights during the exclusive period and receive all income from the granting of those rights.

The venue owner will need to extinguish or suspend all concession and advertising rights at the venue during the exclusive period — except those that are granted or approved by the OCOG. Venue owners should also be aware of this requirement when renewing or signing new contracts during the period before the Games.

CO-ORDINATION BETWEEN OCOG DEPARTMENTS

It is essential that the OCOG establish a system of interdepartmental communications and education with regard to the issue of clean venue compliance. The following includes:

- a discussion of the OCOG departments that are essential to clean venue compliance
- a summary of steps for OCOG co-ordination



Venue Management

This group is essential to the preparation of the venues for the Games and to Games-time clean venue operations. It is essential that, throughout the planning of their operations, the OCOG Venue Management department remains fully aware of the *Olympic Charter* clean venue guidelines and plans its operations accordingly.

Look of the Games

Proper planning for the design and implementation of the Look of the Games — the outfitting of Olympic venues — requires a keen understanding of clean venue regulations.

Marketing

The OCOG Marketing department must have full knowledge of the Olympic clean venue guidelines for the proper drafting of marketing agreements with Olympic marketing partners. Furthermore, as the Marketing department plans presence and recognition programmes for Olympic marketing partners, an understanding of Olympic clean venue guidelines is essential.

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Brand Protection

All members of the Brand Protection department should understand the purpose of clean venues as well as the practical issues of maintaining clean venues and enforcing partner rights.

Sport

The OCOG Sport department will play a key role in raising awareness among athletes, associations, and federations about various Olympic marketing guidelines, including clean venues, both before the Games and during the Games.

Ticketing

The OCOG Ticketing department must work closely with other OCOG departments to ensure that the venue entry agreement printed on the back of Olympic tickets comprehensively contracts Olympic spectators to comply with clean venue regulations.

Please see Section III of this chapter for the Olympic Games back-of-ticket contract.

CO-ORDINATION WITH GOVERNMENT AND THIRD PARTIES



Objective

It would be impossible for the OCOG to maintain clean venues effectively without the co-operation and support of local and national government agencies. This section discusses the areas in which government assistance is essential to the proper presentation of the Olympic Games.

Background

To ensure compliance with clean venue guidelines, various plans must be implemented through co-operation between the OCOG and local and national government agencies.

Airspace Plan

The OCOG must work to prohibit any presence within the airspace above Olympic venues, in the surrounding areas within the host city, and in all areas in which Olympic events are to be staged.

The Host City Contract states that:

The City, the NOC and the OCOG shall take the necessary steps so that no propaganda or advertising is allowed in the airspace over the City, and other cities hosting Olympic events, during the period of the Games.

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This policy is enforced to:

- minimise any threat to the physical safety of all athletes, officials, spectators, and visitors to the Olympic Games
- effectively protect Olympic marketing partners from the presence of non-partner trademarks, brands, publicity, and products

Past OCOGs have been able to implement the airspace plan to varying degrees. The OCOG must work to ensure that clean venue and airspace regulations are implemented and policed to the greatest possible degree within the limits of local and national law and air traffic safety guidelines.

There may, however, be obstacles to carrying out airspace requirements completely. For example:

- It may only be possible to control the flight of aircraft within a specified altitude above the city and venues.
- It may be impossible to alter the regular flight pattern of commercial airlines.

The City Advertising Plan

GENERAL SIGNAGE AND ADVERTISING

The Host City Contract states that:

The City, the NOC and the OCOG shall also take the necessary steps so that no propaganda or advertising is placed within the Olympic venues outside the Olympic venues in such a manner that they are within the view of the television cameras covering the sports at the Games or of the spectators watching the sports at the Games.



STREET VENDING:

Host city authorities must make clear commitments to control street vending and other marketing programmes in the vicinity of Olympic venues. Host city authorities must closely co-operate with the OCOG with respect to the official marketing programmes. Failure to make this commitment to cooperate with the OCOG will compromise certain aspects of the visual presentation of the Games, will undermine the integrity of the Olympic Movement and the Games, and will diminish the image of the Games, the host city, and the local citizenship.

BILLBOARDS:

Beginning with the Athens Olympic Games in 2004, the requirements stated in the IOC Billboard Policy must be satisfied to reduce the potential use of billboard and other public outdoor space for ambush marketing purposes. Please see "Brand Protection and the Outdoor Advertising Programme" [Chapter Two , Section III].

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An Appendix to the Host City Contract states that:

- *The City and the OCOG shall ensure that billboards and pageantry bearing the Olympic symbol and the emblem of the OCOG are displayed throughout the City and at all Olympic venues. Not later than one year before the Opening Ceremonies of the Games, the OCOG shall submit its plans in this regard to the IOC Executive Board for approval. Such billboards and pageantry shall be in French and English, as appropriate (in addition to the language of the host country), as directed by the IOC Executive Board.*
- *The City and the OCOG shall ensure that no other billboards, pageantry or messages of any nature shall appear at the Olympic venues whether at the instance of the OCOG, spectators or otherwise. The OCOG shall comply forthwith with any direction of the IOC Executive Board in that regard.*

STEPS FOR CO-ORDINATION TO ESTABLISH CLEAN VENUES



- The OCOG must make an immediate commitment to working with government agencies to establish:
 - The Airspace Plan — to protect the image of the Olympic Games and the rights of Olympic Partners, to ensure the safety of Olympic participants and spectators, and to aid in compliance with clean venue guidelines
 - The City Advertising Plan — to preserve the image of the host city and the Games, to protect the rights of Olympic marketing partners, and to ensure compliance with clean venue guidelines
- A basic educational programme must be established so that all OCOG departments gain an early understanding of the IOC clean venue guidelines.
- Meetings between key representatives from each OCOG department should be held to raise awareness and to discuss the responsibilities of each department with regard to clean venue compliance.
- Each OCOG department must keep other OCOG departments abreast of work and developments that will impact clean venue compliance.
- The OCOG brand protection manager must co-ordinate and conduct preliminary venue tours to provide practical information for employees and volunteers in Brand Protection and other pertinent OCOG departments (Look of the Games, Venue Management). The IOC and Meridian will be available as a resource for such tours.
- Venue owners must be aware of and complicit with the Olympic clean venue guidelines and the implications for venue contracts (such as concessions) from the outset of negotiations.
- The OCOG must work with venue owners and managers to (a) draft contracts to enforce the IOC venue guidelines, (b) maintain open communication, (c) conduct venue tours to educate venue management and OCOG staff on the Olympic guidelines for clean venues and to discuss procedures and activities to ensure clean venues.

SECTION III

CLEAN VENUE IMPLEMENTATION

This section provides background information and guidelines on the following three topics:

- The tiers into which venues are divided for clean venue compliance guidelines
- The kinds of venue signage
- The guidelines for design and placement of venue signage



VENUE TIERS

The following is an outline of clean venue principles as they apply within the hierarchy of venue sections. The hierarchy of competition venue sections:

- competition area – including field of play, scoreboards, timing equipment, sport equipment, results system
- spectator area – including banners, spectators, and their clothing
- corridor area – the location of concession stands and restaurant areas
- within the turnstile area – controlled area, ticket required (marketing partner promotion is allowed in accordance with the Look of the Games)
- ancillary area – outside the venue
- airspace above the host city and all competition facilities

Each section adheres to its own guidelines on allowed advertising and commercial identification. These guidelines, which have been adapted from the guidelines of Atlanta Committee for the Olympic Games (ACOG) and Atlanta Centennial Olympic Partners (ACOP), can be summarised as follows:

Level 1 —

No advertising or commercial identification of any kind is allowed — other than very limited identification of the manufacturers of sporting equipment, technical equipment, personal equipment, and uniforms.

Level 1 includes:

- the competition area
- the spectator area
- any other area or location that can be seen by the television cameras that cover the sports competition or by any seated spectators

Level 2 —

No advertising of any kind is allowed, other than some controlled commercial identification by official sponsors and suppliers of the Games who are providing a service in that area, and only as approved in writing by the OCOG. The OCOG Partner Protection department is responsible for compliance and enforcement of these venue guidelines.



Level 2 includes:

- corridor area
- within the turnstile area
- concourses
- spectator amenities
- other public areas within the venue
- back of house areas

Level 3 —

No advertising or commercial identification is allowed, other than through controlled recognition or presence programmes for official Olympic marketing partners, as approved and usually implemented by the OCOG.

Level 3 includes:

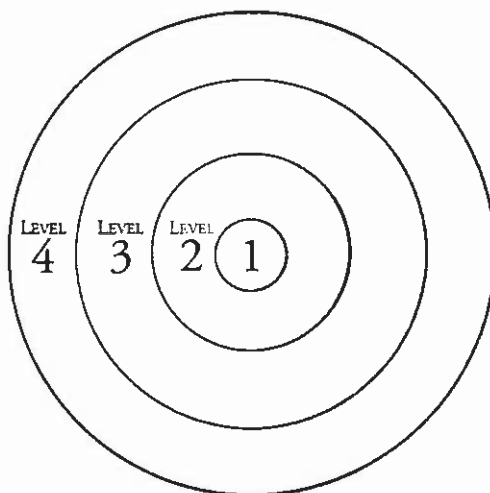
- ancillary areas
- spectator plaza areas
- the venue perimeter
- operations and other compounds
- official car parks

Level 4 —

The OCOG must work with the venue, local authorities, and others to attempt to exert as much control over advertising as possible.

Level 4 includes:

- airspace
- other
- roads
- buildings that may overlook the venue
- a range of other areas



KINDS OF VENUE SIGNAGE

Existing signage: This includes all signage that is currently in the facility, or that will be in the facility during the time of the Games, including but not limited to neon signs, electronic billboards, banners, plaques, tributes, engraved signage, sideboards, billboards, scoreboards, pennants, etc. The OCOG will cover, remove, unplug, render unviewable, or otherwise disable signage to make it invisible to the media, the broadcasting cameras, the public, and the athletes. No new signs, names, or plaques will be installed. The responsibility of rendering signage unviewable usually falls under the mandate of the Look of the Games department of the OCOG.



Operational and emergency signage: Medical signage, entry and exit signs, and way-finding signs may be erected (semi-permanently or temporarily propped) only if consistent with the Look of the Games, without branding or commercialisation. The responsibility of maintaining and enforcing this aspect of clean venue compliance usually falls under the mandate of the Venue Management department of the OCOG.

Press/media signage: No signage for individual media will be permitted at the press booths or press areas within the sports competition venue. This includes signage of any kind — table cards, logo stickers, camera bags, visible logos on hats or other garments. The responsibility of maintaining and enforcing this aspect of clean venue compliance usually falls under the mandate of the Venue Management department of the OCOG.

Broadcast implications/audience visibility: This includes signage, branding, promotional images, etc., that may be viewed by the camera before, during, and after the broadcast of the Games. Any such signage or branding must be removed or covered, without exception. The responsibility of rendering signage unviewable usually falls under the mandate of the Look of the Games department of the OCOG.

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Concession/food and beverage signage: The goal should be to allow appropriate identification of Olympic marketing partner products that are available at particular locations. Non-partner items should be identified in a generic manner. The OCOG Games Services department should develop specific guidelines.

Service signage: All service signage will follow Look of the Games guidelines. Identification will allow for public recognition of the product or device, and each application should be handled separately. If an Olympic marketing partner offers the service, the partner will be allowed appropriate signage identifying the service and the provider. The OCOG Venue Management department is usually responsible for compliance and enforcement of these venue guidelines.

Partner Recognition signage: Any such material for display in concourses or other public areas within selected venues are to be produced and erected by the OCOG Partner Recognition and approved by the Look of the Games prior to installation.

VENUE SIGNAGE – GUIDELINES FOR DESIGN AND PLACEMENT



Some partner recognition materials are permitted in designated venue areas. This kind of permitted venue signage must comply with IOC standards and guidelines. The OCOG must adhere to the following basic guidelines, which have been adapted from the guidelines of Atlanta Committee for the Olympic Games (ACOG) and Atlanta Centennial Olympic Partners (ACOP).

Design

The OCOG Look of the Games department must develop the initial design concepts for partner recognition in the venues. The signage should be designed to meet the programme objectives of both the Look of the Games and the OCOG's partner recognition programme.

Signage Placement

The OCOG department responsible for partner recognition will work with the signage manager to identify possible signage locations based on impact and visibility. The OCOG partner recognition group must also identify, venue by venue, the number and kind of signs to be placed. Once the OCOG signage manager has completed the plan for way-finding and directional signage, the partner recognition group must finalise the plans for the exact number, kind, and location of partner recognition signage.

Sponsor Parity

The OCOG must address the matter of sponsor parity in three ways:

Premier signage – This is signage that features recognition only for the TOP partners. This signage must be:

- located in key areas such as entrances and exits
- larger and more prominent than standard signage (see below)
- present in twice as many locations as standard signage

Standard signage – This signage features recognition for TOP partners and Games sponsors. Guidelines for this signage are the following:

- TOP and highest level Games partner logos must appear two- to three-times larger than the logos of lower-level Games partners.
- Signage must be deployed to complement premier signage and will not be used as primary signage at any venue (except at the sponsor/supplier/licensee village).

Banners – In addition to signage, group recognition banners will be used at some locations to acknowledge TOP and high-level partners.

Venue Integration

After the OCOG has completed the signage design and placement phases, the task of executing the plans becomes the duty of the OCOG signage manager. The OCOG's signage team will fabricate, install, and disassemble the signage. The OCOG department responsible for partner recognition must advise and consult on the project to ensure that the recognition programme goals are met.

SECTION IV

CONFRONTING INFRINGEMENTS

This section of the manual includes the following:

- The Back-of-Ticket Entry Contract that seeks to ensure clean venues
- Instructions on identifying the degrees of clean venue infringement
- Protocol for enforcing clean venue guidelines
 - Guidelines for competition
 - Guidelines for victory or medal ceremonies
- Standard Operating Procedures:
 - Confronting in-venue ambush marketing activities and clean venue violations
 - Confronting the illegal sale of counterfeit Olympic merchandise
 - Counterfeit merchandise seizure scenario
 - Guidelines for confronting clean venue violations, ambush marketing activities, and the sale of counterfeit merchandise
- Daily Assignment List: Brand protection manager
- Daily Assignment List: Brand protection officer
- Examples of venue incidents



Ambush Marketing and Partner Rights Enforcement in the Venue Area and Host City

Incidents of ambush marketing that occur at Games time in or near the venue area and host city — not occurring in media advertisements or other promotions — must be addressed in accordance with the standard operating procedures for addressing clean venue infringements.

BACK-OF-TICKET CONTRACT

The following text, reprinted from the SOCOG ticket-back, provides an excellent example of the Olympic Games back-of-ticket contract.



- You cannot sell or trade a ticket. • SOCOG may cancel a ticket at any time and for any reason. • Tickets are not refundable, except where required by law or where tickets are cancelled. If a valid ticket is cancelled (but the session is not), SOCOG will refund the face value of the ticket.
- If a session is cancelled before it has started or is postponed, you may exchange your ticket in person for a ticket to another session of the same or lower face value, depending on availability, but there are no refunds if you are unable to attend another session. • If a session is cancelled after it has started, you cannot exchange your ticket and you cannot obtain a refund. • If the description (session dates and times) of, or participants in, a session change, you cannot exchange your ticket and you cannot obtain a refund.
- SOCOG is not liable to you for any claims, damages, compensation, losses or expenses as a result of the Games or sessions being cancelled, postponed or changed. • SOCOG will not replace your ticket if your ticket is forgotten, lost, defaced, damaged or destroyed, or if your ticket has been stolen or is unreadable. • You must obey all notices or directions given by SOCOG at venues.
- You cannot bring the following items into venues: strollers; glass; bottles; cans; coolers; ice chests; food and drinks (unless required for medical reasons); weapons; flares; fireworks; explosives; smoke bombs; illegal substances; alcohol; poles; musical instruments; horns; banners; flags of non-participating countries; animals (except for official guide dogs); signs; balls; frisbees; any political, religious, or race-related materials; or any other materials that SOCOG considers dangerous or otherwise inappropriate. You cannot do the following at venues: smoke; gamble; broadcast through mobile phones or other devices; use flash photography or other lighting devices; use recording equipment or camera devices for any purpose other than for private and domestic purposes; give away or promote political, religious, or race-related material or ideas; demonstrate; engage in ambush marketing; display commercial or offensive signage; display flags of non-participating countries; sell any goods or services; wear or give away political, advertising or promotional materials; obtain money or other benefits through unauthorised means (e.g. selling tickets including Games tickets); enter restricted areas; engage in conduct which may obstruct the views of other spectators; or engage in any other activities which SOCOG considers dangerous or otherwise inappropriate. SOCOG may change these lists from time to time and from venue to venue.
- SOCOG may refuse you entry into, or remove you from, a venue if: a) you do not obey these terms and conditions; b) you refuse to allow SOCOG to inspect your clothing, baggage, containers or person; c) you disrupt the Games; d) you interfere with the enjoyment, comfort or safety of other persons at the venue; e) you have a lost, stolen, counterfeit, damaged or unreadable ticket; f) you have acquired your ticket from an unauthorised source; or g) SOCOG reasonably suspects you of one of the above. No readmission or pass-outs will be allowed.
- If you are photographed, filmed or taped, you consent to SOCOG, the IOC or third parties appointed by them photographing, filming or taping you. SOCOG, the IOC or third parties and anyone appointed by them can broadcast, publish, license and use any photographs, films, recordings, or images of you without compensation. The IOC, SOCOG, the third parties and anyone acquiring from them the right to use the material are not liable to you in any way for its use.
- Images and sound recordings of the Games taken by you with camera, video or audio equipment cannot be used for any purpose other than for private and domestic purposes (that is, you cannot sell, license, broadcast, publish or otherwise commercially exploit them).
- A complete set of terms and conditions is available at ticket sales outlets or from SOCOG on request or will be displayed at the venue.

IDENTIFYING THREE DEGREES OF CLEAN VENUE INFRINGEMENT

In most instances, violations of the clean venue guidelines can be broken down into three categories:

- Casual
- Provoked
- Deliberate



Casual

An unorganized incident

Example: A spectator wears or brings into a sports venue his or her own commercial merchandise — e.g., a t-shirt or a seat cushion that includes some corporate identification, logo, or emblem.

General Rules: A majority of clean venue incidents will be of a casual nature. In most cases, it is a very low-profile, isolated incident. The spectator should be left to enjoy the sporting event and should only be approached if the t-shirt is taken off and waved around to draw attention or if the seat cushion is used as signage. Please note that any behavior that is in violation of IOC or OCOG policy (interference with public safety, interference with other spectators, etc.) can result in the ejection of the spectator from the venue by decision of Venue Management and Security.

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Provoked

Spectators unwittingly participate in ambush marketing activity on behalf of a third party

Example: An individual might distribute paraphernalia that bears some corporate identification, logo, or emblem to a number of spectators. The distributor is giving these items away on the city street, directly outside two of the Olympic venue's spectator entrances.

General Rules: The ideal situation would be for the Venue Marketing staff to spot the situation and advise venue personnel of the occurrence outside the venue. Ticket staff (volunteers) or Security should explain to spectators that bringing such items into the venue would violate the entry contract on the ticket and ask that the items be left at the entrance. The incident must be reported and documented.

Deliberate

The most sensitive incidents: These incidents must be handled with the utmost caution. Offenders are interested in getting the attentions of spectators and most likely have a history of causing disturbances. The offenders' goal is to make a scene.



Example: The spectator is waving a sign carrying a political, religious, or advertising message; or there are five spectators seated together wearing large letters on their foreheads that spell out a corporate tradename and are waving national flags with the corporate trademark, logo, or emblem.

General Rules: The spectators must be approached by Venue Security or other venue personnel and informed that no signage of any nature is allowed at the venue. It is important that the staff remain calm. It is likely that the deliberate violators seek to cause a scene and bring attention to the signage.

The situation must be addressed as a violation of clean venue policies. The proper OCOG and venue authorities must be contacted immediately for direction.

Each occurrence must be handled on a case-by-case basis. Behavior that is in violation of the OCOG policy could and perhaps should result in the ejection of the spectator from the venue by decision of Venue Management and Security.

PROTOCOL FOR ENFORCING CLEAN VENUE REGULATIONS

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Protecting the rights of Olympic marketing partners and upholding the clean venue guidelines is a sensitive matter that should be approached cautiously and discreetly. The majority of the Olympic Games spectators seek only to enjoy the festivities and the athletes' accomplishments. The majority of spectators will have no knowledge of Olympic clean venue policies. Many violators are unaware that their activities violate the *Olympic Charter's* clean venue guidelines — and, when approached in a polite manner, most spectators comply with the request. The basis for all applications for clean venue policies will be the prohibited items on the back of the ticket.

To ensure that each sports competition manager addresses the enforcement of *Olympic Charter* Rule 61 in a consistent and legally accepted system that protects the athletes' and participants' rights while still protecting the IOC, the OCOG, and its partners, the OCOG Sport Department must act in accordance with the following guidelines:



Guidelines for Competition

- Sports competition manager must have staff responsible for checking all competition and team officials prior to being allowed to enter the field of play.
- All athletes and team officials must be checked prior to being allowed on the field of play at the call room or locker room.
- If the staff assigned to the above responsibility identifies a problem with an athlete or team official, the staff must request that the situation be corrected.
- If an athlete or team official accepts, they can proceed. The competition management staff in charge must record the issue so that it is duly noted.
- If an athlete or team official refuses to comply, the head coach (or other leader) for the athlete or team official in question should be approached and apprised of the problem. If this solves the situation, the athlete or team official is allowed to enter the field of play.
- If the above step does not solve the problem, the technical delegate for that sport is to then be brought in and apprised of the situation. The technical delegate must evaluate the problem and decide whether to allow the athlete or team official to compete.

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Approaching Olympic Athletes

Any conversation that takes place with any athlete before or during competition, especially conversations regarding Olympic competition guidelines, must be conducted in such a manner as to have no impact upon the athlete's performance. OCOG personnel must refrain from approaching Olympic athletes in any manner that might cause the athlete to become upset, frustrated, angry, or distracted in any way. OCOG personnel should seek advice from OCOG superiors, the IOC, or Meridian on how to address any sensitive situations.

Guidelines for Victory or Medal Ceremonies

- Sports Competition Managers must assign a staff to be responsible for checking athletes to make sure that they comply with Rule 61 prior to being allowed to take part in the victory ceremonies.

- Staff assigned to carry out the above job must be at the victory ceremonies athletes' staging area. Here the athletes must be inspected and approved to proceed to the victory ceremonies.

- The athletes' check must include checking under the warm-up suits, as well as requesting that athletes show everything that they are carrying in their pockets. This process will be carried out tactfully, respecting at all times the rights of the athletes. Athletes will not be allowed to bring to the victory ceremonies sports bags or shoes that are not being worn.

- If a problem is identified at the time of the check, the staff responsible for the check must advise the athlete of the breach and what the athlete must do to comply. If the athlete co-operates, he or she is allowed to participate in the ceremonies.

- If the athlete refuses to abide, the victory ceremonies' supervisor must be advised and must not proceed with the ceremonies until the situation is corrected. If the athlete disagrees, the Sport Competition staff must contact a representative of the athlete's team — ideally, the head team official.

- If the above step corrects the situation, the ceremonies continue.

- If a resolution of the perceived problem is not achieved, the following steps must be taken:

- The IOC representative at the venue must be apprised of the situation. The IOC representative will advise the athlete of the gravity of the situation and what the repercussion might be.

- At the same time that the above is done, the OCOG Sport department must be made aware of the situation. The OCOG in turn must immediately contact the IOC Director of Sport and apprise him of the situation. The IOC Director of Sport or an assignee will contact the venue and advise the IOC representative to the victory ceremonies.

- Once the above steps are taken, the IOC will decide the final outcome of the situation.



STANDARD OPERATING PROCEDURES

Standard Operating Procedure: To confront in-venue ambush marketing activities and clean venue violations



Please note: These procedures will be very similar to the team surveillance and action procedures for anti-counterfeit activity because teams will be responsible for performing both activities concurrently. Many anti-ambush activities may also violate the clean venue policy.

- Prior to venue competition operations, during the time of the venue fit-out, OCOG Brand Protection teams must check venues to ensure that they are clean of all advertising and that the opportunities are limited for ambush marketing. This procedure will be completed in conjunction with the OCOG Look of the Games department, IOC Marketing, and Meridian Management.
- Brand Protection teams of two or more members will conduct surveillance on foot, within and around each venue or cluster of venues, at neighbouring areas, and in the city, to ensure that venues are clean internally, to carry out surveillance for incidents of ambush marketing, and to handle and report such activity in the appropriate manner with the goal of ceasing such activity.
- There will be from 12 to 20 teams covering all venues and the city at one time, with two shifts of teams per day in venues or areas that require extra attention.
- Teams must be comprised of at least two Brand Protection staff members (at least one of whom is likely to be a volunteer). They will in some instances be the same teams as those patrolling for anti-counterfeit purposes, so (when teams are outside of venues) such teams could include OCOG consultant investigators, external lawyers, and police.
- The designated team leader must participate in the venue walkthrough with Venue Management each morning to ascertain any potential ambush marketing activity and to ensure that the venue has remained clean since the previous day's competition. Surveillance must continue throughout the day to ensure that the venue remains clean. The team must be accessible by telephone throughout the day to respond to any requests — from either OCOG headquarters, Spectator Services, Marketing Operations, or any other person — to investigate specific reported incidents.



The Brand Protection teams must follow these guidelines at the time of the Olympic Games:

- In co-operation with Spectator Services, observe spectators as they enter the venue and look for potential ambush marketing paraphernalia that may violate clean venue guidelines or the entry conditions stated on the ticket.
- Observe marketing activities in streets, parks, vacant spaces, on buildings and billboards, and in other areas adjacent to venues for ambush marketing incidents and distribution of ambush marketing paraphernalia.
- Participate with the Look of the Games, Spectator Services, Security, and Marketing Operations to assist in the coverage, removal, or disabling of unauthorised signage, banners, flags, or advertising in any media or on any person(s).
- Check that newly appearing partner displays or kiosks that did not previously appear on the list of approved partner displays or kiosks are documented and reported to the Marketing Operations team for appropriate action.
- Report to the appropriate airspace or Olympic authorities blimps or airplanes that display messages.
- Remove, or report to Spectator Services or Security for removal under their procedures, national banners that carry corporate identification or any premium items (such as fans, pennants, Frisbees, beach balls, hats, visors, t-shirts, sunglasses, etc.) that venue spectator's display, contrary to the entry contract on the back of the ticket.
- Determine whether to approach persons who are apparently responsible for a given ambush activity (such as distributors of branded materials or persons posting bills or hanging signs) to request that they cease such activities; and, for incidents within the confines of the venue, determine whether to approach Spectator Services or Security for assistance. If unsure of the legal position, team members must call the OCOG headquarters to request assistance from Brand Protection or General Legal staff.
- Attempt to confiscate any infringing ambush material (such as branded materials or merchandise) whether inside or outside the venue on the grounds that it contravenes law or that it is contrary to the ticket contract (or another relevant reason).
- If confiscated, take the material to the designated storage facility at the venue for temporary storage until the end of the shift and its eventual transportation to OCOG headquarters.
- In certain incidents, the OCOG may not have the right to confiscate the materials. If, however, the activity of the ambush marketer (or the distributor of ambush marketing material) interferes with venue access, transportation, loading or unloading, or other operational issues, the Brand Protection team must report the incident to Venue Management to be dealt with by the appropriate Management, Security, or Operations staff (with Brand Protection's assistance, if requested). If the ambush marketer is in violation of any local vending policies, the team must contact the police or other law officers for enforcement.

- At the end of the session, the team leader will require access to shared office facilities at the venue to inform the OCOG headquarters by telephone and facsimile of the day's incidents, if any, and to obtain any necessary instructions or alerts for the following day. The team leader will be required to complete a report at the end of each day that summarises the day's activities.

Standard Operating Procedure: To confront the illegal sale of counterfeit Olympic merchandise



Counterfeit merchandise includes goods that bear copies of the OCOG trademarks, logos, or other designs, and all goods that purport to be authentic Olympic goods and which are not. Please note: These procedures will be very similar to the team surveillance and action procedures for anti-ambush marketing and clean venue enforcement, because teams will be responsible for performing these activities concurrently.

- Prior to venue competition operations, during the time of the venue fit-out, Brand Protection teams must check around venues to ensure that the opportunities for sale of counterfeit goods are limited.
- Brand Protection teams of two or more members will conduct surveillance on foot, at and around each venue or cluster of venues, at neighbouring areas, and in the city, to ensure that venues are clean internally, to carry out surveillance for counterfeit goods and the sale thereof, and to handle and report such activity in the appropriate manner with a view to ceasing such activities.
- There will be from 12-20 teams covering all venues and the city at one time, with two shifts of teams per day in venues or areas that require extra attention.
- Teams will in some instances be the same teams as those patrolling for anti-ambush and clean venue purposes. Teams must be comprised of: (a) at least two Brand Protection staff members (at least one of whom is likely to be a volunteer), including or in addition to (b) one attorney, in case it becomes necessary to serve any federal court documents, and possibly (c) an OCOG consultant investigator. The OCOG must have a police officer (or other law enforcement authority) within the team or on call within range to assist if necessary in the enforcement of the orders.
- Brand Protection teams of two or more members will conduct surveillance on foot, within and around each venue or cluster of venues, at neighboring areas, and in the city, to seek out the illegal sale of counterfeit Olympic merchandise. The anti-counterfeit procedures are conducted in the effort to cease such activities and, where appropriate and possible, to seize the infringing goods.
- Incidents of counterfeit sales within the venue are unlikely to occur. However, given that the designated team leader will participate in the venue walkthrough each morning to ascertain any potential ambush marketing activity and clean venue violation, he or she will also check for counterfeit goods. The team must be accessible by telephone throughout the day and must respond to any requests — from either OCOG headquarters or Venue Management — to investigate specific reported incidents.



- The team must determine whether goods are counterfeit by referring to whether the goods in question bear any designs that appear to infringe upon any of the OCOG's, the NOC's, or other Olympic entity's intellectual property rights (such as trademark or copyright) or other legislative rights. If unsure, team members must contact OCOG headquarters to request assistance from Brand Protection or General Legal staff.
- Once the counterfeit nature of the goods has been confirmed, the team members will attempt to execute the civil court orders or other enforcement procedures outside the venue. If no police or other law enforcement or security is present, and if such presence is desired, the team will call Security to request assistance. If the infringement occurs inside the venue, Spectator Services or Venue Management must be informed prior to the execution of a co-ordinated seizure of goods.
- If seized, the goods that bear infringing designs must be taken to the designated storage facilities at the venue for temporary storage until the end of the shift and their eventual transportation to OCOG headquarters.
- If the goods in question do not bear any designs that infringe upon the OCOG's intellectual property rights (such as trademark or copyright) or other legislative rights, then the OCOG has no power to confiscate them. If, however, the activities of the seller interfere with venue access, transportation, loading or unloading, or other operational issues, the team members must report the incident to Venue Management, to be dealt with by the appropriate management, security, or operations staff (with Brand Protection's assistance, if requested). If the seller is violating any local vending policies, the team must contact police or other law officers for enforcement.

Counterfeit Merchandise Seizure Scenario

- The team identifies a vendor, or is notified of a vendor, who is selling merchandise that: (a) is not licensed, (b) bears Olympic marks, (c) bears a terminology or design trademark that is owned by the OCOG, or (d) is licensed, but uses licensed marks improperly.
- The team attorney or paralegal authenticates that the merchandise may be seized under a legal theory that is named in the "John Doe" complaint.
- Law enforcement personnel, if present, will keep the peace during the seizure.
- The investigator will count and bag the merchandise, then issue a receipt to the vendor. Simultaneously, the attorney or paralegal will process and explain the complaint.
- The merchandise will be placed in a secured vehicle or designated storeroom until its eventual transportation to OCOG headquarters pending court action.
- At the end of the session, the team leader will require access to shared office facilities at the venue to inform the OCOG headquarters by telephone and facsimile of the day's incidents, if any, and to obtain any necessary instructions or alerts for the following day. The team leader will be required to complete a report at the end of each day that summarises the day's activities.

GENERAL GUIDELINES: CONFRONTING CLEAN VENUE, AMBUSH, AND COUNTERFEIT SITUATIONS



- Every kind of demonstration or propaganda, whether political, religious, or racial, is forbidden in the Olympic areas.
- Commercial installations and advertising signs are not permitted inside the stadia or other sports arenas.
- The Competition Managers/Sports Division will attend to clean venue incidents on the field of play.
- Be careful not to become overzealous. Neither the individual team member nor the OCOG should ever be put into a situation that will cause harm or public embarrassment. Not all procedures will be entirely pleasant. All team members are encouraged to exercise good judgment and to call their managers when unsure about how to proceed.
- The object within a venue is to work with Venue Management and Spectator Services to enforce the entry contract on the ticket. Prohibited items must be confiscated or otherwise rendered invisible, regardless of the content of the displayed message. For incidents that occur outside the venue, however, the content, design, or message of the infringing article is entirely relevant.
- Procedural decisions and confrontation methods must be based on the language of the ticket entry contract, on applicable legislation, as well as on sound legal and common-sense judgments.
- Most incidents are likely to be casual in nature; these issues should remain unaddressed, and the casual offender should be left alone. Incidents in which spectators have been set up, or in which spectators are deliberately violating clean venue regulations or conducting ambush marketing activities, should be addressed. Please see "Three Degrees of Clean Venue Infringement" [Chapter Three, Section IV] in this manual for details and descriptions of casual, provoked, and deliberate violations.
- To be overly aggressive or confrontational is to risk negative publicity and to potentially jeopardise the spectators' enjoyment of the Olympic Games experience.
- When in doubt about how to proceed, consult with the Venue Management department and OCOG headquarters to assess the situation and to determine the best method of resolution.
- Take photographs and make phone calls to your contacts when necessary.

EXAMPLES OF VENUE INCIDENTS

The following section includes (a) a list of examples of incidents that may require attention and (b) procedural suggestions:



Signage/Banners

The OCOG must cover, remove, or otherwise disable existing signage to make it invisible to the media, broadcasting cameras, spectators, and athletes. Responsibility falls to the Look of the Games department to cover existing signage. In addition, spectators are prohibited from bringing banners or signage of any nature into the venue. The primary party responsible for enforcement is Security. Venue Management or Event Services will handle any items that appear outside the venue.

Note: Look of the Games signage and banners are allowed within the venue.

Flyers

Distribution of flyers within the venue is prohibited. Distribution of these items outside the venue is to be reported by the Brand Protection Officer to the Brand Protection Manager, who will address the situation with the appropriate parties, including OCOG headquarters.

Blimps/Tow Banners

Blimps and airplanes towing banners are restricted to flying at a designated height (usually of about 2,500 metres, to be determined in co-operation with the national airspace authority) or higher over an Olympic venue. These limits are usually enforced by the national airspace authority. This national authority may be contacted about incidents after the Brand Protection Manager first contacts OCOG headquarters.

National Flags that Bear Corporate Identification

These items are considered advertising signage and are not permitted in the venue. The primary responsible party for enforcement is Security. Any items that appear inside the venues will be handled by Venue Management or Event Services, or both.

Note: National flags that bear no other markings or symbols are permitted.

Premium Items

Premium items such as fans, pennants, Frisbees, beach balls are promotional products that generally bear some corporate identification. These items are considered to be advertising signage and are not permitted in the venue. The primary responsible party for enforcement is Security. Any items that appear inside the venues will be handled by Venue Management or Event Services, or both.

Other corporate identification

Distribution of any merchandise, garments or otherwise, that bears corporate identification (such as hats, visors, t-shirts, sunglasses, etc.) is prohibited in the venue. In addition, if groups of spectators are wearing these items in what appears to be an organised effort to display a commercial message, the items may be confiscated or masked in some manner by Event Services.



Counterfeit merchandise

Distribution of counterfeit merchandise violates legislation and is prohibited inside and outside the venue. Any incidents involving such merchandise will be handled initially by Security, who will work with Merchandising and the Brand Protection Officer to address the situation. When in doubt about the illegality of certain merchandise, contact the Brand Protection Manager, or OCOG headquarters, or both to confirm. The Brand Protection Officer must report any distribution of these items that takes place off the venue premises to the Brand Protection Manager.

Sponsor kiosks

Sponsor kiosks that do not appear on the list of previously approved kiosks at the venue should be documented and reported by the Brand Protection Officer to Venue Management for review and appropriate action.

Other

Vehicles carrying non-Olympic partner corporate identification that are parked or broken down near venue entrances should be reported by the Brand Protection Officer to Event Services, who will address the situation. Such an incident should also be reported to OCOG headquarters.

APPENDIX I

EXAMPLES: INCIDENTS OF AMBUSH MARKETING



Several days during the 1992 Olympic Games in Barcelona, buses that bore advertisements and logos of the leading competitor of a Worldwide Olympic Partner stopped in front of the Main Press Center at the Games — claiming to have broken down. This provided the competitor with an illegitimate presence near an Olympic venue.

This example emphasises the need for:

- Identifying Key Audiences: Advertising and Public Relations Agencies, Business/Opinion Leaders, Competitors of Marketing Partners, [Chapter Two, Section III]
- Co-ordination to Establish and Maintain Clean Venues [Chapter Three, Section II]
- Clean Venue Implementation [Chapter Three, Section III]

To imply an association with the Olympic Movement, a major competitor of a Worldwide Olympic Partner developed advertisements in 1986 that featured what appeared to be a photo from the opening ceremonies of the Olympic Games. The photograph was fake: it had been taken at a different event, then doctored to look like the Games. The competitor wanted to imply an association with the Olympic Movement — and it is likely that some consumers were deceived.

This example emphasises the need for:

- Identifying Key Audiences: Advertising and Public Relations Agencies, Business/Opinion Leaders, Competitors of Marketing Partners [Chapter Two, Section III]
- Legislation [Chapter Two, Section III]

Before the staging of the Olympic Winter Games in Albertville, a major competitor of a Worldwide Olympic Partner produced a television advertisement that featured images of unnamed athletes competing in winter sports. The voice-over in the advertisement stated that: “to enjoy the fun and games” in Albertville, consumers would not necessarily need to use the Olympic partners services exclusively. The Olympic partner and the Olympic Family perceived this to be an ambush marketing campaign, because an association is implied between the competitor’s service/product (a charge card), the Games, and the product’s use within host region.

This example emphasises the need for:

- Co-ordination with Olympic Partners [Chapter Two, Section II]
- Identifying Key Audiences: Advertising and Public Relations Agencies, Business/Opinion Leaders, Competitors of Marketing Partners, [Chapter Two, Section III]
- Legislation [Chapter Two, Section III]
- Olympic Broadcast: Preventing Ambush Marketing [Chapter Two, Section III]

At the 1998 Olympic Winter Games in Nagano, a Worldwide Olympic Partner created a marketing partnership with a group or alliance of restaurants in the host city that had no official association with the Olympic Movement. During the Games, signage that featured a composite logo of the TOP partner's trademark and the Olympic rings appeared outside these restaurants that had participated in the partnership with the individual TOP partner. The Olympic Family viewed this as problematic for two main reasons: (a) by allowing their composite logo to appear outside these restaurants, the individual TOP partner was in effect providing these restaurants with an unauthorised Olympic association, and (b) to provide these restaurants with an implied Olympic association was to allow an ambush marketing campaign to be carried out against another Worldwide Olympic Partner who holds the rights to the retail food category.



This example emphasises the need for:

- Co-ordination with Olympic Partners [Chapter Two, Section II]
- Identifying Key Audiences: Olympic Family Education [Chapter Two, Section III]

In May 1999 a federal judge in the United States ordered a retailer to stop selling counterfeit Olympic t-shirts. Charging trademark infringement, the Salt Lake Organizing Committee (SLOC) and the U.S. Olympic Committee sued the shirt company and got a restraining order from a U.S. District Court Judge. The company's owner complied with the court order after making approximately 100 of the t-shirts, which carried the words "2002 Winter Games" and "Winter Olympics, Park City USA."

This example emphasises the need for:

- Early organisation and activation of programmes
- Identifying Key Audiences: Advertising and Public Relations Agencies, Business/Opinion Leaders, Competitors of Marketing Partners [Chapter Two, Section III]
- Legislation [Chapter Two, Section III]
- Brand Protection and Counterfeit Merchandise [Chapter Two, Section III]
- Tracking and Databasing Potential Ambush Activities [Chapter Two, Section III]

In early 1999, a brewery pub in Park City, Utah, began to promote one of its ales publicly as the "Unofficial Beer of the 2002 Winter Games." Threatened with a lawsuit from SLOC, the brewery-restaurant quickly changed the promotional campaign to exclude direct references to the Games.

This example emphasises the need for:

- Early organisation and activation of programmes
- Identifying Key Audiences: Advertising and Public Relations Agencies, Business/Opinion Leaders, Competitors of Marketing Partners [Chapter Two, Section III]
- Legislation [Chapter Two, Section III]



In June 1998 the Federal Court of Australia found in favor of the Sydney Organising Committee for the Olympic Games (SOCOG) in proceedings over an individual's unauthorised use of a mark that was confusingly similar to that of SOCOG. The individual had produced and distributed merchandise bearing the logo for the purpose of raising awareness of an unrelated nonprofit organisation. The presiding judge found SOCOG's copyrighted mark and the individual's mark to be "substantially similar," and determined this to be a case of copyright infringement. The individual was ordered to refrain from using the similar mark in the future and to turn over to SOCOG any items bearing the mark still in her possession.

This example emphasises the need for:

- Early organisation and activation of programmes
- Identifying Key Audiences: Advertising and Public Relations Agencies, Business/Opinion Leaders, Competitors of Marketing Partners [Chapter Two, Section III]
- An understanding of Copyright Law [Chapter Two, Section III]
- Legislation and Copyright Law [Chapter Two, Section III]
- Brand Protection and Counterfeit Merchandise [Chapter Two, Section III]
- Tracking and Databasing Potential Ambush Activities [Chapter Two, Section III]

The IOC advises the OCOG to be aware of and sensitive to the public relations issues that surround the confrontation of ambush marketing activity. Awareness and sensitivity are essential to effectively confronting ambush marketing. For further discussion of public relations issues, please see "Communications and the Education of Key Audiences" in Chapter Two, Section III of this manual.

APPENDIX II

EXAMPLES OF OLYMPIC-RELATED LEGISLATION



EXAMPLES OF PROTECTIVE LEGISLATION

This section of the manual presents several general acts of legislation that serve to protect the exclusive copyright and trademark rights of the Sydney Organising Committee for the Olympic Games (SOCOG).

The Olympic Insignia Protection Act – 1987

The Olympic Insignia Protection Act protects against unauthorised use of the Olympic Symbol, the Olympic motto (in Latin or otherwise), and the Olympic torch and flame designs (when these designs are registered).

Copyright Act 1968

The Copyright Act provides, among other things, that copyright in artistic works will be infringed by use or reproduction by a person who is not the owner or the authorised licensee or user of those works. For example, the Games logo, the Games mascot(s), and the Olympic rings are protected from unauthorised use or reproduction by this Act.

Trade Marks Act 1995

This Act allows the registration of trademarks in various classes of goods or services and prohibits the use of a registered trademark by persons who are not the owner or authorised licensee of the mark. OCOGs must register their logos or emblems so that, accordingly, no person may use these marks on merchandise or to exploit partnership rights unless so authorised by the OCOG. This Act and other copyright laws protect the OCOG marks throughout the world.

Sections 52 and 53 of Trade Practices Act 1974 & the Common Law Action of Passing-Off

Section 52 of the Act provides that a corporation must not, in trade or commerce, engage in misleading or deceptive conduct. Together with section 53 of the Act, which provides that a corporation must not make false or misleading representations, these sections may be relied upon to restrain conduct that is not an infringement of copyright or trademarks law but which may nevertheless falsely indicate a connection or association with the Games through the use of similar symbols or through suggestive advertising. The Common Law action of passing-off may also be alleged in the same factual circumstances, where for example traders may promote their goods or services in a manner that implies that they are in some way approved by or affiliated with the OCOG, the host NOC, or the Games.

SPECIFIC LEGISLATION ADOPTED TO PROTECT THE PROPERTY OF THE SYDNEY 2000 ORGANISING COMMITTEE



The duty of protecting Olympic marks is transferred from the host country NOC to the OCOG upon the establishment of the Single Marketing Programme. SOCOG is responsible for the passing of several acts of legislation that serve specifically to protect the exclusive Olympic marks and imagery related to the Sydney 2000 Olympic Games.

Amendments to Business Names Act and Corporations Regulations

In April 1994, amendments were made to the Business Names Act 1962 and the Corporations Regulations to prevent the registration of business and company names that suggest a connection with the Olympic Games. The Business Names Act amendments restrict the registration of names that include the words "Sydney 2000" (and many other Olympic-related words), and the new Corporations Regulations apply in similar fashion, requiring Ministerial or SOCOG permission for names that suggest a connection with the Olympic Games.

The Sydney 2000 Games (Indicia and Images) Protection Act of 1996

The Act provides the Sydney Organising Committee of the Olympic Games (SOCOG) with the power to use, and to license others to use, various Olympic-related names, images, and symbols. It came into effect on 28 June 1996. The Act also prohibits any unlicensed commercial use of the same properties. This legislation has greatly assisted SOCOG in protecting its marketing partners' Olympic rights in the period leading up to and including the Sydney 2000 Olympic Games.

Specifically, the Act contains a prohibition on the commercial use of the words "Olympic," "Olympiad," "Paralympic," and "Paralympiad" by unauthorised persons, subject to some exemptions, such as in the provision of information in news or current affairs reporting or for the purposes of criticism or review. Other words or phrases, commercial use of which is prohibited, include:

- the combination of the word "24th," "Twenty-Fourth," or "XXIVth" and the word "Olympic" or "Olympics" or "Games"
- the phrase "Sydney 2000"
- the phrase "Share the Spirit"
- the phrase "Team Millennium"
- the combination of the word "Games" and the number "2000" or the words "Two Thousand"
- the phrases "Games City," "Summer Games," "Sydney Games," "Millennium Games"
- a combination of a word in List A with a word, words, phrase or number in List B:

LIST A

Olympics
Olympian
Paralympics
Paralympian

LIST B

Bronze	Spirit
Games	Sponsor
Gold	Summer
Green & Gold	Sydney
Medals	Two Thousand

Australian Olympic Committee Inc. Bye-Law

The Australian Olympic Committee enacted a By-law that states that individual national sporting federations which are members of the AOC must not, in their marketing and fundraising programmes, refer to the Games (however described), any Olympic Team, or the year of the Games, or imply any connection with the Games, any Olympic Team, or the year of the Games. This seeks to limit the possibility that official Games sponsors' rights will be compromised by suppliers or sponsors of individual national sporting federations who seek to capitalise on their involvement with that individual national sporting federation.



FURTHER EXAMPLES OF LEGAL PROTECTION OF THE OLYMPIC MOVEMENT'S INTELLECTUAL PROPERTY FROM AROUND THE WORLD

The Nairobi Treaty

In 1981, the IOC and the World Intellectual Property Organisation (a division of the United Nations) created the Nairobi Treaty on the protection of the Olympic Symbol.

Under the Nairobi Treaty, a national government is required to refuse or invalidate any trademark or symbol that consists of or contains the Olympic symbol and to prohibit the unauthorised use of such properties for commercial use except with the authorisation of the IOC.

A total of thirty-seven nations are currently parties to the Nairobi Treaty. If an Olympic host country or bid country is one these thirty-seven, the treaty may provide the OCOG with a valuable tool in protecting against ambush marketing. The treaty, however, does not provide any protection for an OCOG in terms of trademark registration. It is, therefore, necessary for all OCOGs, even those linked to the Nairobi Treaty, to complete a trademark registration to comply with the requirements of the Olympic Charter.

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The United States

Lawsuits against ambush marketers can be filed in the US based on the Trademark Act of 1946 (the Lanham Act), common law unfair competition, or the Amateur Sports Act of 1978.

A claim under the Lanham Act would be based on a likelihood that consumers would be confused, and that they therefore would wrongfully believe that the violating company was an official marketing partner of the Olympic Movement.

U.S. TRADEMARK ACT OF 1946

Lanham Act

Sect. 1114. Infringement

(1) Any person who shall, without the consent of the registrant —

(a) use in commerce any reproduction, counterfeit, copy, or colorable imitation of a registered mark in connection with the sale, offering for sale, distribution, or advertising of any goods or services on or in connection with which such use is likely to cause confusion, or to cause mistake, or to deceive; or

(b) reproduce, counterfeit, copy, or otherwise imitate a registered mark and apply such reproduction, counterfeit, copy, or colorable imitation to labels, signs, prints, packages, wrappers, receptacles or advertisements intended to be used in commerce upon or in connection with the sale, offering for sale, distribution, or advertising of goods or services on or in connection with which such use is likely to cause confusion, or to cause mistake, or to deceive, shall be liable in a civil action by the registrant for the remedies hereinafter provided.

The elements of a prima facie case for an injunction under section 43(a) are that the defendant:

(1) uses a false or misleading

(a) description of fact or

(b) representation of fact;

(2) in interstate commerce;

(3) and in connection with goods or services;

(4) in commercial advertising or promotion;

(5) when the description or representation misrepresents the nature, qualities, or geographic origin of

(a) the defendant's goods, services or commercial activities or

(b) the goods, services or commercial activities of another person;

(6) and plaintiff has been or is likely to be damaged by these acts. [84]

Thus, under this statute, all a plaintiff need prove, in addition to the above-listed elements, is likelihood of damage, because the Lanham Act was designed to protect consumers as well as businesses from the effects of false advertising. [85] While there is no American case on point, at least one scholar argues that ambush advertising which creates a misleading impression of official sponsorship can trigger a violation of section 43(a).

Remedies for infringement include injunctions against the infringer, recovery of profits, damages, and costs from the infringer, and the destruction of infringing articles.

Cases under common law unfair competition would claim that the Olympic Movement's goodwill had been misappropriated, diluted, or tarnished.

The doctrine of unfair competition is a broad field of law which has counterparts in both the common law and federal law. The purpose of unfair competition is to promote fair commercial dealing. The common law doctrine developed separately within the individual states and, as a result, the scope of wrongful acts recognized under unfair competition vary from state to state. Generally, the common law of unfair competition includes, but is not limited to, infringement of trademarks, service marks and tradenames, passing off one's product as another's, dilution of trade symbols, false advertising, false representations, and misappropriation of trade secrets.

The federal law of unfair competition, codified in § 43(a) of the Lanham Act, as amended, has created a broad federal remedy against unfair competition. The Act prohibits use of a confusingly similar trademark or trade dress, and false advertising representations about one's own products or services. Persons showing a likelihood of damage are entitled to injunctive relief and, if actual damage is shown, compensatory damages and the defendant's profits may be awarded.



The Amateur Sports Act explicitly protects the Olympic Movement and its intellectual property — and it includes provisions to help the Olympic Movement maintain financial stability and self-sufficiency. (This Act provides broader and more explicit protection for the Olympic Family than general trademark laws.)

(Title 36 US Code)

AMATEUR SPORTS ACT OF 1978

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§ 375. Powers of Corporation.

(A) The Corporation [i.e., the United States Olympic Committee] shall have perpetual succession and power to —

- (1) serve as the coordinating body for amateur athletic activity in the United States directly relating to international amateur athletic competition;*
- (2) represent the United States as its national Olympic committee in relations with the International Olympic Committee and the Pan-American Sports Organization;*
- (3) organize, finance, and control the representation of the United States in the competitions and events of the Olympic Games and of the Pan-American Games, and obtain, either directly or by delegation to the appropriate national governing body, amateur representation for such games;*
- (4) recognize eligible amateur sports organizations as national governing bodies for any sport which is included on the program of the Olympic Games or the Pan-American Games;*
- (5) facilitate, through orderly and effective administrative procedures, the resolution of conflicts or disputes which involve any of its members and any amateur athlete, coach, trainer, manager, administrator, official, national governing body, or amateur sports organization and which arise in connection with their eligibility for and participation in the Olympic Games, the Pan-American world championship competition, or other protected competition as defined in the constitution and bylaws of the Corporation;*
- (6) sue and be sued;*



- (7) make contracts;*
- (8) acquire, hold, and dispose of real and personal property as may be necessary for its corporate purposes;*
- (9) accept gifts, legacies, and devices in furtherance of its corporate purposes;*
- (10) borrow money to carry out its corporate purposes, issue notes, bonds, or other evidences of indebtedness therefore, and secure the same by mortgage, subject in each case to the laws of the United States or of any State;*
- (11) provide financial assistance to any organization or association, other than a corporation organized for profit, in furtherance of the purposes of the Corporation;*
- (12) approve and revoke membership in the Corporation;*
- (13) adopt and alter a corporate seal;*
- (14) establish and maintain offices for the conduct of the affairs of the Corporation;*
- (15) publish a newspaper, magazine, or other publication consistent with its corporate purposes; and*
- (16) do any and all acts and things necessary and proper to carry out the purposes of the Corporation.*

§ 380. Use of Olympic symbols, emblems, trademarks and names

(A) Unauthorized use; civil action; lawful use prior to September 21, 1950

Without the consent of the Corporation, any person who uses for the purpose of trade, to induce the sale of any goods or services, or to promote any theatrical exhibition, athletic performance, or competition

- (1) the symbol of the International Olympic Committee, consisting of 5 interlocking rings;*
- (2) the emblem of the Corporation, consisting of an escutcheon having a blue chief and vertically extending red and white bars on the base with 5 interlocking rings displayed on the chief;*
- (3) any trademark, trade name, sign, symbol, or insignia falsely representing association with, or authorization by, the International Olympic Committee or the Corporation; or*
- (4) the words "Olympic", "Olympiad", "Citius Altius Fortius", or any combination or simulation thereof tending to cause confusion, to cause mistake, to deceive, or to falsely suggest a connection with the Corporation or any Olympic activity; shall be subject to suit in a civil action by the Corporation for the remedies provided in the Act of July 5, 1946 (60 Stat. 427; popularly known as the Trademark Act of 1946) (15 U.S.C. 1051 et seq.). However, any person who actually used the emblem in subsection (a)(2) of this section, or the words, or any combination thereof, in subsection (a)(4) of this section for any lawful purpose prior to September 21, 1950, shall not be prohibited by this section from continuing such lawful use for the same purpose and for the same goods or services. In addition, any person who actually used, or whose assignor actually used, any other trademark, trade name, sign, symbol, or insignia described in subsections (a)(3) and (4) of this section for any lawful purpose prior to September 21, 1950 shall not be prohibited by this section from continuing such lawful use for the same purpose and for the same goods or services.*

(B) Contributors and suppliers

The Corporation may authorize contributors and suppliers of goods or services to use the trade name of the Corporation as well as any trademark, symbol, insignia, or emblem of the International Olympic Committee or of the Corporation in advertising that the contributions, goods, or services were donated, supplied, or furnished to or for the use of, approved, selected, or used by the Corporation or United States Olympic or Pan-American team or team members.

(c) Exclusive right of Corporation

The Corporation shall have exclusive right to use the name "United States Olympic Committee"; the symbol described in subsection (a)(1) of this section; the emblem described in subsection (a)(2) of this section; and the words "Olympic", "Olympiad", "Citius Altius Fortius" or any combination thereof subject to the preexisting rights described in subsection (a) of this section.



Argentina

SYMBOLS AND OLYMPIC INSIGNIA PROTECTION ACT

Act No 24.664

The International Olympic Committee (IOC) is recognized as the sole owner of title to the Olympic Insignia and words with unmistakably define their activity, and the Argentine Olympic Committee shall have the same right over its insignia and words as ruled by Act No 22.362.

Approved: June 26, 1996 –

Promulgated: July 16, 1996 –

The Senate and the House of Representatives assembled in Congress gives it approval and force of law.

SYMBOLS AND OLYMPIC INSIGNIA PROTECTION ACT

SECTION 1. The International Olympic Committee is the sole owner of the Olympic Symbol, consisting of five rings interlocking from left to right, forming a regular trapezoid of which the lower basis is shorter, in either one or several colours as well as in combination with any other drawing or designation, as ruled by Act No 22.362.

SECTION 2. As ruled by Act 22.362, the Olympic International Committee is recognized as the sole owner over the following words: Juegos Olimpicos (Olympic Games); Olimpiadas (Olympiads); Olimpico (Olympic); "Citius, Altius, Fortius"; "Mas Rapido, Mas Alto, Mas Fuerte" ("Faster, Higher, Stronger"); Movimiento Olimpico (Olympic Movement); C.O.I.: Comité Olimpico International (International Olympic Committee) and any other word or words which will unmistakably reveal the activity developed by the International Olympic Committee. Title extends to the Olympic Torch, to the words, logotypes and pets as symbols which identify each Olympic Game either in the winter or in the summer Games.

SECTION 3. The Argentine Olympic Committee, as ruled by Act No 22.362, has title over the emblems referred to in Annex I and II, as well as over its combination with any other drawing or designation.

SECTION 4. The Argentine Olympic Committee, as ruled by Act No 22.362, has title over the following words: "Juegos Panamericanos" (Panamerican Games); "Juegos Sudamericanos" (Southamerican Games); "Juegos Nacionales" (National Games); "Organizacion Deportiva Panamericana" O.D.E.P.A. (Sports Panamerican Organization); "Organizacion Deportiva Sudamericana," O.D.E.S.U.R. (Sports Southamerican Organization); and ever any other word or words which will unmistakably reveal the activity being carried out by the Argentine Olympic Committee, the Sports Panamerican Organization, and the Sport Southamerican Organization. Title extends to the words, logotypes and pets use as symbols, identifying

each Panamerican, Southamerican or National Game organized by the above mentioned institutes.

SECTION 5. To all legal effects, the marks above mentioned are registered as of right before the National Direction of Industrial Property being free from filing the pertinent documentation and from all the formalities prescribed by law.



SECTION 6. The Argentine Olympic Committee for itself or on behalf of the International Olympic Committee, the Sports Panamerican Organization, The Sports Southamerican Organization and/or the Committees which organize the Panamerican, Southamerican and/or National Olympic Games, is hereby freed from all administrative taxes for the registration of all trade-marks registered or to be registered in the future, as well as from all administrative taxes to be paid for the presentation of oppositions.

SECTION 7. The Argentine Olympic Committee, representing the International Olympic Committee, the Sports Panamerican Organization, the sports Southamerican Organization and the Committees organizers of the Panamerican/Southamerican and/or National Olympic Games, having legal standing to act in order to protect the rights granted by Act N0 22.362, concerning trade-marks or designations which are the exclusive right of the above mentioned organizations.

SECTION 8. The emblems and words herein mentioned as well as all those to be registered will be granted legal protection for all classes under the laws in force.

SECTION 9. The present recognition of title on behalf of the organizations hereinabove mentioned will not be construed to the detriment of other recognized rights to third parties concerning marks, as included in Sections 2 and 4, registered prior to the date on which the present law became enforceable.

SECTION 10. To inform the Executive Power of the Nation. ALBERTO R. PIERRI. EDUARDO MENEM. ESTHER H. PEREYRA. ARANDIA de PEREZ PARDO. EDUARDO PIUZI.

APPROVED WHILE THE ARGENTINE CONGRESS WAS IN SESSION, IN BUENOS AIRES, ON THE TWENTY-SIXTH DAY OF JUNE NINETEEN NINETY-SIX

A Summary of Law Relating to Passing Off:

Passing off describes situations where one trader disguises its goods or services as those of another, whether by adopting the other's product or service name, style of packaging, or decorative packaging elements, and so "passes off" the goods or services as those of its rival.

Passing off can damage a business in three ways:

- By diverting trade from one business to another
- By injuring a trading reputation (the quality of whose product/service is usually superior to that of the business doing the imitating)
- By the injury which is inherently likely to be suffered by any business when on frequent occasions it is confused by customers or potential customers with a business owned by another proprietor or is incorrectly thought to be associated or connected with that business



To succeed in an action a plaintiff needs to prove:

- That there was some reputation or goodwill attached to its name, mark or get-up
- That the defendant had used the same or deceptively similar name, mark or get-up so as to confuse or deceive the relevant public or if unrestrained was likely to do so
- Damage had been or was likely to be caused to the plaintiff's business, reputation or goodwill.

It is not necessarily a requirement that both parties are engaged in a similar field of activity. The existence or otherwise of a common field of activity is merely one pointer towards the probable presence or absence of deception.

Passing off can also occur in reverse, when the defendant passes off the plaintiff's goods or services as its own.

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A plaintiff in a passing-off action must establish the likelihood that it will suffer loss as a result of the defendant's conduct. The most usual way in which loss occurs is through the loss of sales, caused as a result of consumers confusing the defendant's product for the plaintiff's. Where, however, there is no direct competition between the plaintiff and the defendant, there will be no immediate loss of sales. The plaintiff may nevertheless suffer in the long run as a result of the dilution of the value of its name or mark.

APPENDIX III

USE OF ATHLETE IMAGES



REGULATIONS CONCERNING THE USE OF OLYMPIC IMAGERY IN ADVERTISING

Use of Olympic Intellectual Property (marks and imagery)

Non- Partner Usage of Olympic Marks

It is the OCOG's responsibility to restrict, prevent, and stop any use of Olympic marks or imagery by any entity other than Olympic marketing partners for any purpose — commercial or otherwise. Such use is unauthorised, unethical, and illegal.

Olympic Marketing Partner Usage of Olympic Marks

Compliance: Partner protection demands partner compliance. The OCOG must provide very clear guidelines on the proper use of Olympic marks — and should police strictly any improper use of the marks — to preserve the value of Olympic association for the good of all Olympic marketing programmes and marketing partners.

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Use of Olympic Images of Athletes

Non-Partner Use of Olympic Athlete Images

It is the OCOG's responsibility to restrict, prevent, and stop any commercial use of Olympic images of athletes participating in the Games by any entity other than Olympic marketing partners. Such use is unauthorised, unethical, and illegal.

Olympic Marketing Partner Use of Olympic Images of Athletes

The use of images of any Olympic images of athletes participating in the Games in any form of commercial promotion or marketing programme, or advertising during the Games without express written permission from several authoritative parties is heavily restricted. Only the Olympic marketing partners may be granted the express prior written consent necessary for authorisation of such use of images — and even this use is closely restricted. The following are guidelines for the use of Olympic images of athletes participating in the Games for commercial purposes.

The *Olympic Charter* in force as from 17 June 1999, Bye Law 3 to Rule 45, states that:

Except as permitted by the IOC Executive Board, no competitor who participates in the Olympic Games may allow his person, name, picture or sports performances to be used for advertising purposed during the Olympic Games.

GUIDELINES APPLICABLE TO THE USE OF ATHLETE IMAGES BY OLYMPIC MARKETING PARTNERS

Olympic marketing partners are responsible for obtaining the necessary consent of athletes and that of any relevant NOC prior to any use of still or moving images of such athletes.



The image of an athlete, whether still or moving, may be used by certain Olympic marketing partners under specific conditions only. Depending on circumstances, the express prior written consent of the athlete will be required prior to any use of his or her image. The purpose of these guidelines is to help clarify the circumstances under which such consent is required. In addition, Olympic marketing partners — when using athlete images to carry out Olympic-related promotions — are always required to obtain the express prior written consent of that athlete's NOC and the consent of the NOC in the territory where the athlete's image is intended to be used. The Olympic marketing partner is also required to be an partner of the NOC(s) in which territory the partner intends to use the athlete's image.

General Guidelines on the Use of Athlete Images — Applicable at non-Games time

These general guidelines apply to use by Olympic marketing partners of athletes' images from the Olympic Games.

Circumstances requiring an athlete's consent

- In the event that a clearly identifiable image of an athlete is intended to be used by an Olympic marketing partner with the purpose of endorsing such marketing partner or such marketing partner's products or services, the consent of the athlete and that of any relevant NOC is required.
- Congratulatory advertisements require the consent of the athlete and that of any relevant NOC.

Circumstances not requiring an athlete's consent

There are two main cases where consent would not be required in the event that an athlete's image is intended to be used by an Olympic marketing partner.

- In the event an athlete's image is intended to be used solely for the purpose of promoting the Olympic Games or the Olympic Movement to the exclusion of any promotion of an Olympic marketing partner or an Olympic partner's products or services — a typical example would be in the event an athlete's image is intended to be used by an Olympic marketing partner in a documentary program or report on the Olympic Games.
- In the event an athlete's image is not identifiable — a typical example would be in the event an Olympic sponsor intends to use an aerial photograph of Olympic Games' opening ceremonies where all the athletes are present on the field but no athlete is clearly identifiable and where the photograph cannot be interpreted to mean that a specific athlete is endorsing the Olympic partner's products or services; another example would be in the event an Olympic marketing partner uses a photograph of an athlete where such athlete is not identifiable.



Unclear circumstances

In many circumstances it is not clear whether consent is required. For example, in the event in which the images of a number of athletes, who are not necessarily clearly identifiable, appear in an advertisement promoting an Olympic marketing partner or any Olympic partner's products or services. In such event, the appropriate procedure would be to consult with the NOC in which territory the advertisement is to run, as the laws relating to whether or not an athlete's consent is required may vary from one country to the other. As a general rule, it is highly recommended that consent be obtained in all unclear circumstances.

Specific Guidelines on the Use of Athlete Images — Applicable at the Time of the Games

During the period of the Olympic Games and Olympic Winter Games there are specific guidelines pertaining to the use of athletes' images, whether or not the image is used in an Olympic-related context. These additional requirements are also set forth below.

Requirements

Athletes who participate in the Olympic Games and Olympic Winter Games may allow their person, name, picture or sports performances to be used for advertising purposes during the period of the Olympic Games provided that the following three conditions are met:

- The Olympic marketing partner — when using athlete images to carry out Olympic-related promotions — must obtain the express prior written consent of that athlete's NOC and the consent of the NOC in the territory where the athlete's image is intended to be used. The Olympic marketing partner is also required to be a partner of the NOC(s) in which territory the partner intends to use the athlete's image.
- The OCOG must have given its express prior written consent to each use athlete's image in the host country of the Games.
- In any event, such use may not be in relation to the athlete's performance at the Olympic Games or the Olympic Winter Games.

Congratulatory advertisements

Congratulatory advertisements may be carried out by Olympic marketing partners during the Games, provided that the following conditions are met:

- The athlete, the athlete's NOC and the NOC(s) in which territory the athlete's image is intended to be used must have given their express prior written consent, provided further that the Olympic marketing partner is required to be a partner of the NOC(s) or a partner of the National Federation in which territory the athlete's image is intended to be used.
- Prior to any such use being made in the host country of the Games, the OCOG must have given its express prior written consent to each such use.
- Congratulatory advertisements shall be solely for the purpose of congratulating the athletes for their performance, and should not contain or imply any endorsement by the athlete of the Olympic marketing partner or the Olympic partner's products or services.

APPENDIX IV

SAMPLE LETTERS

CEASE-AND-DESIST LETTER FROM THE OCOG TO AN AMBUSH MARKETER



[Date]

[Name]

[Title]

[Company]

[Address]

Dear [Name]:

We have recently become aware that [Company name] is conducting an advertising campaign in [country or territory] that makes a clear association with the Olympic Movement. We understand that the advertising materials include [the unauthorised use of Olympic-related marks or phrases, references to the Games, or the word Olympic]. The [OCOG] is the registered owner of such marks, and we have not licensed their use to your company.

For your information, the money that is made available to members of the Olympic Family through official corporate sponsorship in exchange for the use of Olympic marks, symbols, or terminology is one of the most significant sources of revenue for the Olympic Movement. This revenue provides substantial benefits to the athletes training for and competing in the Olympic Games. Any unauthorised use of intellectual property greatly diminishes the value of the Olympic Family corporate sponsorship programmes and severely damages the benefits provided to athletes throughout the world.

Since your company is falsely creating an impression of support to the Olympic Movement, we therefore ask that you immediately and permanently discontinue this advertising campaign as well as any other unauthorised use of Olympic words or imagery.

Please confirm to us your compliance with our request by replying to the undersigned within the next twenty-four (24) hours. In the event that you fail to comply with our request, we will be forced to consider further steps, including possible legal action and public relations actions against your company.

Sincerely,

[Name of OCOG representative]

[Title]

AMBUSH MARKETING PREVENTION LETTER TO THE COMPETITORS OF OLYMPIC MARKETING PARTNERS



[Date]

[Name]

[Title]

[Company]

[Address line 1]

[Address line 2]

[Address line 3]

Dear [Name]:

We are writing to you today to provide important information about the Olympic Movement and to request your assistance in assuring the future of the Olympic Games.

The successful staging of the Olympic Games are dependent on corporate sponsorship support from companies such as those listed in the attachment to this letter. [Attach a list of Olympic marketing partners to this letter]. Without the investments of the official Olympic marketing partners and sponsors, the Olympic Games and the Olympic teams from around the world could not exist.

In return for their major investment in the Olympic Movement, these corporations gain exclusive rights within a particular product category to use Olympic marks, designations, and themes in advertising and promotion. These exclusive rights are administered by the [NOC or OCOG], pursuant to [insert reference to the pertinent legislation regarding the use of Olympic imagery], which designates [the NOC or OCOG] as the only entity that may use Olympic themes or convey their use to others.

The Olympic Games are the world's greatest sporting event. Some companies that are not Olympic sponsors have sought to take advantage of the public attention and good will that surrounds the Games by building Olympic themes into their marketing programmes. Most often this activity occurs because companies are unaware of the laws that protect Olympic themes; sometimes, however, this activity is a deliberate attempt to usurp the marketing value that is associated with the Olympic Games. Deliberate attempts are referred to as ambush or parasite marketing — and these marketing tactics represent a very real danger to the future of the Olympic Movement and to all of sport.

Olympic-related ambush advertising campaigns put the welfare of the world's athletes and the existence of the Olympic Games at risk. In addition, such advertising campaigns discredit the corporations and the agencies that create them — and place both parties in jeopardy of litigation.

The use of Olympic themes, symbols, marks, images, and terminology in unauthorised marketing campaigns is a violation of [insert reference to specific Olympic-related legislation], as well as all

relevant copyright and trademark acts. We are committed to enforcing these acts and to subjecting violators to appropriate legal action in necessary to prevent ambush marketing and to ensure corporate support for the Olympic Games and the future of the Olympic Movement.

Your support is extremely important to us. As a leader in your industry, you can provide support — whether it is verbal, written, or otherwise — in creating a collective voice against ambush marketing. Only with full understanding and an ethical commitment from the world's corporations can today's Olympic athletes and Olympic hopefuls be assured of the support that they need to seek athletic excellence.



We ask that you read this information and show your support by circulating it accordingly. If you have any questions, please contact [insert appropriate name/title/contact information here]. Thank you for your support.

Sincerely,

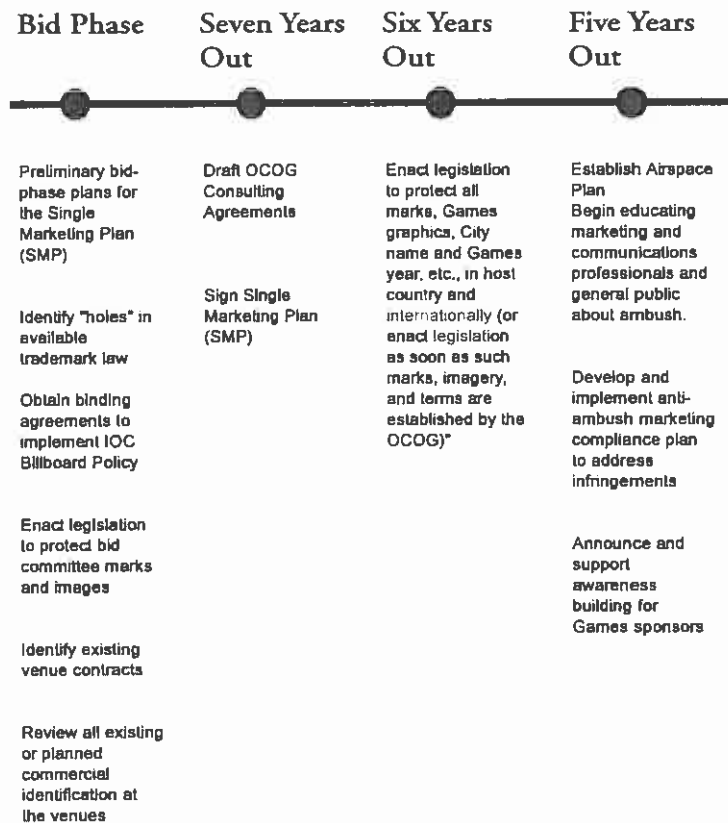
[Name]

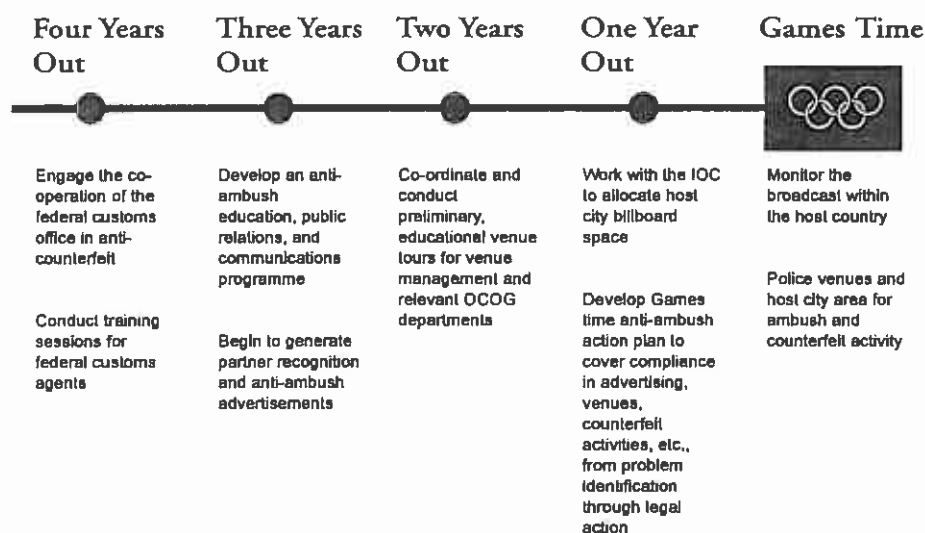
[Title]

APPENDIX V

AMBUSH PREVENTION ACTIVITY

TIMELINE AND CHECKLIST





APPENDIX VI

BRAND PROTECTION DEPARTMENT AND STAFF



PRIMARY PURPOSE OF THE OCOG BRAND PROTECTION DEPARTMENT

To ensure the protection of the intellectual property assets and rights of the OCOG, the host NOC, the IOC, and the Olympic marketing partners as required by the Host City Contract, the *Olympic Charter*, and the OCOG's agreements and contracts with host NOC and marketing partners.

In particular:

- in co-operation with Look of the Games, Spectator Services, and Security, to ensure that venues are clean of unauthorised commercial signage and ambush marketing activity
- to ensure that the distribution and sale of counterfeit goods are minimised at and around venues

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BRAND PROTECTION STAFF OUTLINE

Brand Protection Position	Number of Staff
Legal Counsel and Programme Manager	1
Assistant Manager	5
Secretary	2
Officer	50 volunteers
Contractor	10

Please note: the structure and constitution of the OCOG brand protection department may differ from OCOG to OCOG and from country to country. The contents of this Appendix are provided as an example from SOCOG.

LEGAL COUNSEL AND PROGRAMME MANAGER, BRAND PROTECTION

Responsibilities



- Perform the Primary Purpose of Brand Protection (see page 101).
- Oversee the operation of the Brand Protection programme at all competition and non-competition venues.
- Train and supervise Assistant Managers and other staff at venues to observe, report, and resolve ambush, clean venue non-compliance, and counterfeit incidents in a co-ordinated and centralised manner.
- Inspect, monitor, remove, cover, or cease as appropriate any display of unauthorised commercial signage or behaviour of spectators.
- Co-ordinate the inspection of venues to meet the clean venue requirements of the Host City Contract and the *Olympic Charter* on a day-to-day basis prior to the Games and prior to each session of sport at each venue.
- Patrol within and around venues to investigate and resolve ambush or clean venue non-compliance incidents that arise on an ad-hoc basis.
- Patrol around and outside the perimetres of venues to ensure that any attempted sale or distribution of counterfeit goods results in the surrender or seizure of those goods.
- Resolve ambush and counterfeit incidents at and around the venues for which the Manager is responsible or help make decisions so that incidents may be resolved in an appropriate manner.
- Liaise with:
 - OCOG functional area command at headquarters
 - OCOG General Counsel and external legal counsel
 - Brand Protection Assistant Managers and Officers
 - Brand Protection Contractors, such as investigators and dedicated police, who may be on-site or external to Games sites
- By co-ordinating the activities of the Assistant Managers, gather all reports of daily incidents at each venue and present these reports at daily marketing co-ordination meetings.

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Skills and Experience

Legal, marketing, or venue management background	Essential
Previous major event experience	Desirable
Excellent communication and management skills	Essential
Fast-thinking, even-tempered, discreet, diplomatic	Essential
Enthusiasm and energy to manage and motivate volunteers	Desirable

ASSISTANT MANAGER, BRAND PROTECTION

Responsibilities



- Perform the Primary Purpose of the Brand Protection (see page 101).
- Train and supervise the Brand Protection Officers (primarily volunteers) and other staff at venues to observe, report, and resolve ambush, clean venue non-compliance, and counterfeit incidents in a co-ordinated and centralised manner.
- Inspect, monitor, remove, cover, or cease as appropriate any display of unauthorised commercial signage or behaviour of spectators.
- Co-ordinate inspection of venues to meet the clean venue requirements of the Host City Contract and the *Olympic Charter* on a day-to-day basis prior to the Games and prior to each session of sport at each venue.
- Patrol within and around venues to investigate and resolve ambush or clean venue non-compliance incidents that arise on an ad-hoc basis.
- Patrol around and outside the perimetres of venues to ensure that any attempted sale or distribution of counterfeit goods results in the surrender or seizure of those goods.
- Liaise with:
 - OCOG functional area command at headquarters
 - OCOG Brand Protection Programme Manager
 - Other Brand Protection Assistant Managers and Officers
 - Brand Protection Contractors, such as investigators and dedicated police, who may be on-site or external to Games sites
- Resolve ambush and counterfeit incidents at and around the venues for which the Assistant Manager is responsible.
- Refer incidents to higher authorities in the effort to make decisions on the appropriate course of action and resolution.
- Co-ordinate the activities of the Brand Protection Officers and report daily incidents at each venue for which the Assistant Manager is responsible to the Brand Protection Programme Manager.
- Other Duties — as assigned.

Skills and Experience

Legal, marketing, or venue management background	Essential
Previous major event experience	Desirable
Excellent communication and management skills	Essential
Fast-thinking, even-tempered, discreet, diplomatic	Essential
Enthusiasm and energy to manage and motivate volunteers	Desirable



Daily Assignment List: Brand Protection Manager

- Brief Venue Management on any OCOG brand protection issues.
- Conduct the venue walkthrough to ensure that clean venue guidelines have been maintained, document all violations on the daily report form, and report incidents to Venue Management.
- Work with the Event Services department to remove any unauthorised signage, banners, or prohibited items.
- Work with the Venue Management department to enforce the prevention or removal of prohibited items. The content of signage, banners, or prohibited items is irrelevant within a venue.
- Report clean venue infringements that occur on the field of play to the Competition Manager or to a Sport department representative.
- Establish report times and meetings with other Brand Protection staff.
- Be on the lookout for unauthorised vending or distribution of material. If counterfeit goods are involved, consult with Security for assistance and contact OCOG headquarters immediately.
- Gather incident report forms for all significant issues and fax them to OCOG headquarters.
- Complete the daily report form and fax it to OCOG headquarters upon completion of the day's competition.

SECRETARY, BRAND PROTECTION

Responsibilities



- At the OCOG headquarters — (a) monitor phones for reports by, and (b) liaise with:
 - Brand Protection Programme Manager, Assistant Managers, and Officers
 - Brand Protection Contractors, such as investigators and dedicated police, who may be on-site or external to the Games site
 - Partners, licensees, and others reporting ambush and counterfeit incidents, to assist in the resolution of ambush and counterfeit incidents at and around the venues and within the general commercial environment (e.g., in television, radio, and print advertising)
- Track and collate daily incidents of, and responses to, ambush marketing and counterfeit incidents at venues and within the general commercial environment (e.g., in television, radio, and print advertising).
- Manage rosters for scheduling of staff to attend venues.
- Type letters of demand, litigation documents, and any other documents required by management.
- Other duties — as assigned.

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Skills and experience

Secretarial skills	Essential
Excellent communication skills	Desirable
Clear-thinking, even-tempered, discreet, diplomatic	Desirable

OFFICER, BRAND PROTECTION

Responsibilities



- Perform the Primary Purpose of the Brand Protection (see page 101).
- Inspect to ensure that venues meet the clean venue requirements of the Host City Contract and the *Olympic Charter* on a day-to-day basis prior to the Games and prior to each session of sport at each venue.
- Inspect, monitor, remove, cover, or cease as appropriate the display the unauthorised commercial signage and behaviour of spectators.
- Patrol within and around venues to investigate and resolve ambush or clean venue non-compliance incidents that arise on an ad-hoc basis.
- Liaise with:
 - OCOG functional area command at headquarters
 - Brand Protection Managers and other Officers
 - Brand Protection Contractors, such as investigators and dedicated police, who may be on-site or external to Games sites
- Resolve minor, non-threatening ambush and counterfeit incidents at and around the venues for which the Officer is responsible.
- Refer questionable or serious incidents to higher authorities so that they may be resolved in an appropriate manner.
- Report daily incidents at each venue for which the Officer is responsible to the Assistant Manager for referral to the Brand Protection Programme Manager.
- Other Duties — as assigned.

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Skills and experience

Legal or business student training	Desirable
Previous major event experience	Desirable
Excellent communication skills	Desirable
Fast-thinking, even-tempered, discreet, diplomatic	Essential
Enthusiasm and energy to perform long shifts	Essential

Daily Assignment List: Brand Protection Officer



- Participate in daily venue walkthrough to ensure that clean venue guidelines have been maintained. Report incidents to Venue Management.
- Refer to the ticket entry contract regarding prohibited items and activities.
- Work with the Event Services department to remove any unauthorised signage, banners, or prohibited items.
- Work with the Venue Management department to enforce the prevention or removal of prohibited items. The content of signage, banners, or prohibited items is irrelevant within a venue.
- Report clean venue infringements that occur on the field of play to the Competition Manager or to a Sport department representative.
- Contact and confer with other Brand Protection Officers several times per day.
- Be on the lookout for unauthorised vending and distribution of materials and report any incidents to the Brand Protection Manager immediately.
- Contact the Brand Protection Manager and OCOG headquarters when in doubt about a given procedure.
- Report to the Brand Protection Manager before taking a break or departing for the day.

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CONTRACTOR, BRAND PROTECTION

Responsibilities

- Perform the anti-counterfeit aspect of the Primary Purpose of the Brand Protection.
- Resolve counterfeit incidents at and around the venues or refer the incidents to higher authorities to determine the proper course of action by liaising with:
 - OCOG functional area command at headquarters
 - Brand Protection Managers and Officers
 - Other Brand Protection Contractors, such as investigators and dedicated police, who may be on-site or external to Games sites
- Patrol around and outside the perimetres of venues to ensure that any attempted sale or distribution of counterfeit goods results in the surrender or seizure of those goods.

- Perform surveillance for counterfeit goods within the spectator concourse and other front-of-house areas within the venue.
- Serve legal documents on counterfeit goods sellers.
- With the Brand Protection Programme Manager, co-ordinate the actions of police and other enforcement authorities to (a) confiscate counterfeit goods, (b) arrest counterfeiters, (c) carry out litigation.
- Report daily incidents at each venue for which the Contractor is responsible to Brand Protection Programme Manager.



Skills and experience

Investigative training and/or police arrest powers	Essential
Previous major event experience	Essential
Excellent communication and enforcement skills	Essential
Fast-thinking, even-tempered, discreet, diplomatic	Essential

APPENDIX VII

SPONSOR MARKETING INCIDENT REPORT FORM



Number of pages attached to this report _____

• Alleged Infringement/Incident

• Company Under Question:

Name: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Fax #: _____

• Describe Infringement/Incident (Check all applicable and complete data, including attachments such as photographs, audio & video tapes, transcripts, etc.)

• Billboard

Location: _____ Date: _____

• Banners & Signs

Location: _____ Date: _____

• Magazine

Name: _____ Issue/Date/Page _____

Where Bought? _____

• Newspaper

Name: _____ Issue/Date/Page #: _____

Where Bought? _____

• Radio

City/Station/Call Letters/Affiliation: _____ Date/Time: _____

Program: _____

• Television

City/Station/Call Letters/Affiliation: _____ Date/Time: _____

Program: _____

• Printed Material (hand-outs)

Location/Event: _____ Date/Time: _____

• Other _____

Location/Event: _____ Date/Time: _____

® Olympic marks and terminology (circle all applicable)

IOC RINGS

OCOG LOGO

Olympic-related terms

MASCOTS

PICTOGRAMMES

OTHER

- How were Olympic-related words, symbols and/or logos used?

- Describe other details of incident (including exact location, venue name, etc.)



- Report Generator (Reported by)

• Name: _____

- Relationship (Check one and complete data):

- Sponsor

Corporate Name: _____

Department/Position: _____

- Sponsor Protection/Staff Member

- Venue Marketing Coordinator

Venue: _____ Event: _____

- Other

3. Contact via

• Phone #: _____ • Pager #: _____

• Fax #: _____ • Mobile #: _____

4. Observer of incident (Complete only if different from Report Generator)

Name: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

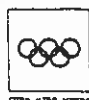
5. Contact via

• Phone #: _____ • Pager #: _____

• Fax #: _____ • Mobile #: _____

APPENDIX VIII

CONTACTS



International Olympic Committee

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Howard Stupp, *Director, Legal Affairs*

Elizabeth McMahon, *Group Marketing Manager, Market Services*

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