

## **SCHEDULE 7**



### **AOC RULE 40.3 POLICY**

## **AOC POLICY ON RULE 40, BY-LAW 3 OF THE OLYMPIC CHARTER**

### **1. IOC R40.3 GUIDELINES**

1.1 Rule 40, By-law 3 of the Olympic Charter (*R40.3*) states that:

*Except as permitted by the IOC Executive Board, no competitor, team official or other team personnel 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.*

1.2 The IOC has published guidelines to support R40.3 (*IOC R40.3 Guidelines*). These IOC R40.3 Guidelines and this Policy are annexures to the AOC's 2016 Australian Olympic Team Membership Agreements and are intended to:

- a) enable continuation of approved in-market Generic Advertising Activities featuring Participants during the Games Period;
- b) preserve and protect the ability of NOCs, such as the AOC, to generate revenue to send present and future Olympic Teams to the Olympic Games, deliver services to Olympians and help fulfil their responsibilities to the Olympic movement; and
- c) protect the rights of Olympic Commercial Partners to exclusive use of Olympic Properties.

1.3 The IOC R40.3 Guidelines allow NOCs to restrict or prohibit Generic Advertising Activities by Participants in their territory and, in the case of the AOC, Australian Participants in the territories of other NOCs.

1.4 Following consultation with the AOC Athletes' Commission, the AOC has developed this Policy for the territory of Australia and for Australian Participants in the territories of other NOCs.

1.5 This Policy aligns with the principles outlined in the IOC R40.3 Guidelines and balances Participant's Individual Rights with those of the Olympic Commercial Partners.

### **2. AOC R40.3 POLICY**

2.1 In accordance with the IOC R40.3 Guidelines, the AOC is responsible for:

- a) communicating and implementing the IOC R40.3 Guidelines and the terms and conditions of the restrictions and prohibitions established by the AOC, by this Policy, in and for Australia;
- b) monitoring and enforcing compliance with the IOC R40.3 Guidelines and this Policy in and for Australia; and
- c) ensuring that the Participant's Individual Rights are respected.

**2.2 Where the following two elements exist together in an activity during the Games Period, that activity will be considered a breach of R40.3 and is not permitted by any Participant in Australia nor Australian Participants in the territories of other NOCs:**

- a) identification of a Participant; and

**b) an Advertising Purpose.**

- 2.3 This Policy applies to Australian Participants anywhere in the world and Participants from other NOCs conducting an Advertising Purpose, in the territory of Australia, during the Games Period.

### **3. AOC R40.3 WAIVERS**

#### **Australian Athletes and Institutional Supporters**

- 3.1 The AOC has developed a R40.3 Waiver process for Australian Athletes in the territory of Australia. To be clear, the AOC R40.3 Waiver process is not available for other Australian Participants, that is, team officials or other team personnel who are members of the 2016 Australian Olympic Team.
- 3.2 The AOC R40.3 Waiver process acknowledges and accommodates the fact that an Australian Athlete may have pre-existing, long term commercial sponsors or Institutional Supporters that began or begin prior to and extend beyond the Games Period.
- 3.3 If an Australian Athlete discloses his or her personal sponsor(s) and/or Institutional Supporter(s) to the AOC, the AOC may grant a limited AOC R40.3 Waiver for Historical Content (i.e. content posted prior to midnight AEST on 26 July 2016) on personal Digital Platforms. That is, an Australian Athlete may not be required to remove Historical Content featuring Non-Olympic Commercial Partners or Institutional Supporters from his or her personal Digital Platform unless:
- a) the Non-Olympic Commercial Partner or Institutional Supporter content is visible when the Digital Platform is first opened;
  - b) any Institutional Supporter content contains the name of a company or brand with which the Institutional Supporter has a commercial connection, association or relationship;
  - c) an Australian Athlete's personal Digital Platform is hosted by or co-branded with a Non-Olympic Commercial Partner;
  - d) any social media brand banner (anywhere on the Digital Platform) contains content featuring any Non-Olympic Commercial Partner; or
  - e) the content contains Olympic Properties or any express or implied written or visual allusion to the Olympic movement.
- 3.4 An AOC R40.3 Waiver will not be granted for any Inadmissible Practices.
- 3.5 Any National Federation of an Australian Athlete granted an AOC R40.3 Waiver must comply with the AOC National Federation Commercial Activities By-Law.
- 3.6 Any Australian State or Territory Institute or Academy of Sport of an Australian Athlete granted an AOC R40.3 Waiver, must comply with its obligations under its AOC Olympic Training Centre Agreement
- 3.7 Any other Institutional Supporter of an Australian Athlete granted an AOC R40.3 Waiver must not and must not authorise or permit any third party to:
- a) conduct or organise any advertising, marketing or fundraising activities for an Advertising Purpose; or

- b) represent itself as having the sponsorship or approval of or being associated or affiliated with the AOC, the IOC, the Olympic movement or an Olympic Property or design protected pursuant to OIPA,  
unless the AOC has given prior written consent.

### **Olympic Commercial Partners**

- 3.8 As part of their investment in, and support of, the IOC, the Olympic movement, the Organising Committee of the Rio 2016 Olympic Games, the AOC and the Team, Olympic Commercial Partners are automatically granted a R40.3 Waiver under the IOC R40.3 Guidelines and this Policy.
- 3.9 Olympic Commercial Partners are required to comply with all of the obligations under their sponsorship agreements including any requirement to submit advertising campaign content to the IOC or AOC (as applicable) prior to or during the Games Period.

### **Non-Olympic Commercial Partners**

- 3.10 Any activity by a Non-Olympic Commercial Partner which identifies a Participant for an Advertising Purpose during the Games Period will be a breach of R40.3 unless an AOC R40.3 Waiver is granted.
- 3.11 To be considered for an AOC R40.3 Waiver, Non-Olympic Commercial Partners must submit their Generic Advertising Activity to the AOC by 5pm on Saturday, 27 February 2016 AEST to ensure that the AOC has adequate time to review, respond to and manage submissions. Generic Advertising Activities submitted by a Non-Olympic Commercial Partner after this date will not be considered.
- 3.12 Non-Olympic Commercial Partners will be notified of the status of their Generic Advertising Activity within 21 days of submission. If no feedback is provided in this time, Non-Olympic Commercial Partners must assume that their submission was unsuccessful.
- 3.13 All Generic Advertising Activity submissions for activities continuing during the Games Period:
  - c) must be submitted to **marketing@olympics.com.au**;
  - d) must detail the communication medium(s);
  - e) must include as much detail as possible about the activities;
  - f) must list all territories where the activities will occur;
  - g) must not contain Olympic Properties or any express or implied written or visual allusion to the Olympic movement;
  - h) must conform and comply with the IOC R40.3 Guidelines and this Policy and any supporting education materials;
  - i) must include a media schedule demonstrating that the Generic Advertising Activities have been pre-existing in-market and will continue on an on-going basis from, at the latest, 5pm on Sunday, 27 March 2016 AEST, that is, four months prior to the start of the Games Period;
  - j) must, if the Generic Advertising Activity features a non-Australian Participant, be accompanied by a letter of approval from that Participant's NOC; and

- k) will be considered on a case-by-case basis by the AOC Chief Executive Officer in her sole and absolute discretion and the decision of the AOC Chief Executive Officer will be final and binding.

#### **4. ENFORCEMENT AND SANCTIONS**

4.1 The AOC Chief Executive Officer outside of the Games Period or the Chef de Mission during the Games Period may address any breach of the IOC R40.3 Guidelines and this Policy:

- a) with the relevant Non-Olympic Commercial Partner or Institutional Supporter, by alerting them to the fact that the Non-Olympic Commercial Partner or Institutional Supporter is placing the Athlete or other Participant in breach of R40.3;
- b) with the relevant team leader of the Athlete's or other Participant's sport and require him/her to communicate and enforce R40.3 with the Athlete or other Participant; and
- c) with the Athlete or other Participant.

4.2 Sanctions for a breach can include, but are not limited to:

- a) requiring the Athlete or other Participant to issue an apology;
- b) issuing a take down or corrective notice;
- c) banning the Athlete or other Participant from using social media during the Games Period;
- d) removal of privileges such as participation in Team events, ceremonies or other activities;
- e) sending an Athlete or other Participant home early (either prior to or after an Athlete has competed);
- f) imposing financial sanctions;
- g) terminating Team membership;
- h) requiring the Athlete or other Participant to leave the Olympic Games and the Olympic Games accommodation or Olympic Village;
- i) excluding an Athlete from competing at the Olympic Games;
- j) cancelling or impounding the Olympic Games accreditation of the relevant Athlete or other Participant;
- k) requiring an Athlete or other Participant to take or not take such action as deemed appropriate by the Chef de Mission or the AOC Chief Executive Officer;
- l) ineligibility for selection to future Australian Olympic Teams;
- m) early discharge from any future Australian Olympic Team; and
- n) such other measures as determined by the Chef de Mission or AOC Chief Executive Officer.

4.3 The relevant sanction will be at the sole and absolute discretion of the Chef de Mission during the Games Period and the AOC Chief Executive Officer outside of the Games Period. The decision of the Chef de Mission or the AOC Chief Executive Officer will be

final and binding.

- 4.4 The AOC will introduce an education process to ensure that Athletes and other Participants, Institutional Supporters, Athletes' agents and advisors are informed of the IOC R40.3 Guidelines and this Policy.
- 4.5 Any questions related to the IOC's R40.3 Guidelines and this Policy should be directed to [marketing@olympics.com.au](mailto:marketing@olympics.com.au).

## 5. DEFINITIONS

<b>2016 Australian Olympic Team Membership Agreements</b>	means the agreements that govern membership of the 2016 Australian Olympic Team for athletes, officials and associate officials and are available at <a href="http://www.olympics.com.au">www.olympics.com.au</a>
<b>Advertising Purpose</b>	means any activity or content that identifies a company, whether by name, reference to its brands, products or services, reference to its location or other distinguishable features whether directly or indirectly and whether or not giving the impression of a commercial connection or association or relationship with an Olympic Property.
<b>AOC</b>	means Australian Olympic Committee Inc.
<b>AOC National Federation Commercial Activities By-Law</b>	means the by-law governing the activities of recognised member National Federations in force and as amended from time to time and available at <a href="http://www.olympics.com.au">www.olympics.com.au</a> .
<b>Athlete</b>	means a competitor in the 2016 Olympic Games in Rio de Janeiro.
<b>Digital Platform</b>	means websites, blogs and social media including Facebook, twitter, Instagram, Google+, YouTube, Snap Chat and all other applications that enable users to create and share content or participate in social networking.
<b>Games Period</b>	means the period from 12.01am on 27 July 2016 AEST until midnight on 24 August 2016 AEST.
<b>Generic Advertising Activity</b>	means any advertising or communication initiative, in whole or in part, that is on-going and creates an association with an Athlete or other Participant and an Advertising Purpose during the Games Period but does not create any association, express, implied or otherwise, with any Olympic Property.
<b>Historical Content</b>	means content posted prior to midnight AEST on 26 July 2016.
<b>Inadmissible Practices</b>	Means, by way of illustration, the practices by Non-Olympic Commercial Partners or Institutional Supporters, which are prohibited, including during the Games Period and set out in Clause C of the IOC R40.3 Guidelines.
<b>Institutional Supporter</b>	means the Australian and State and Territory Institutes and Academies of Sport, an Athlete's National Federation and any other entity or individual providing non-Olympic commercial support to the Athlete.
<b>IOC</b>	means the International Olympic Committee.
<b>IOC R40.3 Guidelines</b>	means the R40.3 guidelines published by the IOC and attached to this Policy.
<b>NOC</b>	means National Olympic Committee.

<b>Non-Olympic Commercial Partner</b>	means an entity or individual that is not an Olympic Commercial Partner.
<b>OIPA</b>	means the <i>Olympic Insignia Protection Act 1987</i> (Cth) as amended.
<b>Olympic Charter</b>	means the guiding document for the entire Olympic movement. It defines the mission and role of the IOC, the International Federations and the NOCs as well as other Olympic entities. It is available at <a href="http://www.olympic.org">www.olympic.org</a> .
<b>Olympic Commercial Partner</b>	means any IOC TOP Partner or AOC Team Partner (including sponsors, suppliers and licensees) as identified on the AOC's website <a href="http://corporate.olympics.com.au/sponsors">http://corporate.olympics.com.au/sponsors</a> or by such other means at the AOC's discretion.
<b>Olympic Games</b>	means the 2016 Olympic Games in Rio de Janeiro.
<b>Olympic Property</b>	means any Olympic trademarks and properties including but not limited to: Olympic, Olympics, Olympic Games, Olympiad, Olympiads, the Olympic motto "Citius, Altius, Fortius" / "Faster, Higher, Stronger", Australian Olympic Team, Team AUS, AUS Olympic Team, Rio 2016, the Boxing Kangaroo, A.S.P.I.R.E, the Olympic symbol (the five interlaced rings), the Olympic flag, the Olympic anthem, the Olympic flame and the Olympic torches.
<b>Participant</b>	means of "Olympic related terms" including, but not limited to (depending on context): 2016, Rio, Rio de Janeiro, Gold, Silver, Bronze, Medal, Effort, Performance, Challenge, Summer, Games, Sponsors, Victory, Olympian (except as a factual reference to past participation in an Olympic Games), Road to Rio, GoAUS, Medals and Team uniform.
<b>Participant's Individual Rights</b>	means any Athlete, team official or other team personnel who participates in the 2016 Olympic Games.
<b>R40.3 Waiver</b>	means the use of a Participant's image, name, likeness or other resemblance must respect the Participant's individual rights, including the need to obtain the Participant's express prior written approval.
<b>Team</b>	means an approval given by the IOC or AOC waiving compliance with R40.3.
	means the 2016 Australian Olympic Team.

ADOPTED ON 21 AUGUST 2015 AND EFFECTIVE IMMEDIATELY.

**John Coates AC  
AOC PRESIDENT**