



New Zealand Olympic Committee

Advertising, Promotion and Social Media Guidelines

(Version as at 23 February 2018)

Note: NZOC reserves the right to amend these guidelines from time to time. To ensure you are operating from the most current version of these guidelines, please go to http://www.olympic.org.nz/about-the-nzoc/governance-documents/#Regulations_and_Guidelines



Contents

Page 3	SECTION 1 – INTRODUCTION 1.1 Olympic Brand / Rights 1.2 Commonwealth Games Brand / Rights 1.3 NZOC Rights and the Role of NZOC
Page 5	SECTION 2 – LEGAL FRAMEWORK 2.1 Major Events Management Act 2.2 Fair Trading Act 2.3 Trademarks Act 2.4 Copyright Act 2.5 Common Law: Passing off
Page 9	SECTION 3 - NZOC GAMES COMMERCIAL PARTNERS 3.1 Rights held by Olympic and Commonwealth NZOC Games Commercial Partners 3.2 Use of athlete imagery 3.3 Use of athlete footage
Page 11	SECTION 4 – NON-NZOC COMMERCIAL PARTNERS – ANY PERSON OR ORGANISATION 4.1 Rights held 4.2 Activation guidance and examples 4.3 Rights held by National Federations
Page 14	SECTION 5 – ATHLETES 5.1 Rights held 5.2 Delivering value to athletes’ sponsors
Page 15	SECTION 6 – GAMES COMMERCIAL WAIVER 6.1 Games Commercial Waiver 6.2 Olympic Games 6.3 Commonwealth Games 6.4 Games Commercial Waiver Application Process
Page 18	SECTION 7 – EDITORIAL
Page 19	SECTION 8 – NEW ZEALAND TEAM MARK
Page 19	SECTION 9 - UNIFORM
Page 19	SECTION 10 – OLYMPIC AND COMMONWEALTH GAMES IMAGES AND FOOTAGE ACCESS PROCESS
Page 20	SECTION 11 – SOCIAL MEDIA GUIDELINES
Page 26	SECTION 12 – ATHLETE SPONSORSHIP EXAMPLES



SECTION 1 - INTRODUCTION

The primary role of the New Zealand Olympic Committee (**NZOC**) is to select and send New Zealand Teams to the variety of multi-sport games that we are associated with – the primary ones being the Summer Olympic Games, Winter Olympic Games, the Commonwealth Games and the youth versions of these (**Games**).

We are mandated to protect the Olympic Games and Commonwealth Games brands in our territory, ensuring all brand elements are used within guidelines, within New Zealand law and monitoring and acting on any ambush marketing.

1.1 Olympic Brand / Rights

The five interlacing Olympic rings on a white background represent the coming together of the five continents and stand as an image of the Olympic values: striving for excellence, demonstrating respect and celebrating friendship.

The International Olympic Committee (**IOC**) owns the commercial and intellectual property rights associated with the Olympic Games (**Olympic Rights**). The Olympic Rights include:

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

1.2 Commonwealth Games Brand / Rights

The Commonwealth Games emblem, 'The Bar', visually represents the Commonwealth Games' effort to raise the bar of sport for all humanity and a level playing field where athletes compete in a spirit of friendship and fair play. The Bar is a powerful and timeless graphic representation of the Commonwealth Games movement, evoking a continued sense of unity between competing countries, linked throughout history by shared values, traditions and language.

The Commonwealth Games Federation (**CGF**) owns commercial and intellectual property rights associated with the Commonwealth Games (**Commonwealth Rights**). The Commonwealth Rights include:

- All rights associated with the CGF logos, including the Bar;
- All rights associated with the Commonwealth Games flag, motto, anthem, the torch/flame, the Queens' Baton, identifications, designations and emblems; and
- The right to exploit and/or license all commercial rights associated with the Commonwealth Games (including sponsorship, media, broadcasting and merchandising rights).

1.3 NZOC Rights and the Role of NZOC

NZOC, as the National Olympic Committee and the CGF member for New Zealand, owns and controls its own commercial and intellectual property rights (**NZOC Rights**) which are complimentary to the Olympic Rights and Commonwealth Rights. The NZOC Rights include the NZOC name and logo, and the exclusive right to leverage and license rights in relation to the New Zealand Teams attending the Games.



The Olympic Rights, Commonwealth Rights and NZOC Rights are together referred to as the **Olympic and Commonwealth Games Rights** in these Guidelines.

The use of these Olympic and Commonwealth Games Rights in New Zealand is both a privilege and a responsibility, reserved only for the IOC, CGF, NZOC and their valued commercial partners. We therefore ask that you help uphold the proud legacy of the Games and the New Zealand Teams attending the Games by treating the Olympic and Commonwealth Games Rights with the respect they deserve.

Without the financial support of global and domestic Olympic partners, we would be unable to send New Zealand athletes to the Games. For this reason, we take rights protection very seriously. Substantial investment is made by our partners for the rights to use the Olympic and Commonwealth Games Rights, protected words under the Major Events Management Act 2007 and the ability to talk about our New Zealand Olympic and Commonwealth Games Teams.

Ambush of these rights by other brands is not only illegal, it is also detrimental to New Zealand sport and the athletes that this country is so proud of. Ultimately, a loss in NZOC brand equity will result in less funding for the New Zealand Teams that are selected.

New Zealand Olympic Committee

Olympic House, Hulme Court, 350 Parnell Road, Auckland 1052, New Zealand
PO Box 37774, Parnell, Auckland 1151, New Zealand
T +64 9 375 0040 F +64 9 375 1510
office@olympic.org.nz www.olympic.org.nz





SECTION 2 – LEGAL FRAMEWORK

2.1 Major Events Management Act 2007 (MEMA)

New Zealand has in place legislation that provides: (a) protection for events that are declared to be "major events"; and (b) protection, and control over the use of certain emblems and words relating to the Olympic Games and Commonwealth Games.

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

A breach of MEMA can lead to a fine up to \$150,000. Under MEMA it is an offence for any person who, without the written authorisation of the NZOC:

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

Under MEMA, the following emblems and words are legally protected and therefore not available for use by any brand that is not a Games Commercial Partner without the approval of NZOC:

A) Emblems:



B) Words that are names:

Five Ring Olympic symbol
 Five Ring Olympic symbol with a Fern Leaf
 International Olympic Committee





National Olympic Committee
New Zealand Olympic and Commonwealth Games Association Incorporated
New Zealand Olympic Committee Incorporated
New Zealand Olympic Team
New Zealand Youth Olympic Festival Team
New Zealand Youth Olympic Team
New Zealand Youth Olympic Winter Team
Olympic Games
Olympic Gold
Commonwealth Games
New Zealand Commonwealth Games Team
New Zealand Commonwealth Youth Games Team

C) Words relating to Olympic Games and Commonwealth Games:

1. The expressions 'Buenos Aires 2018', 'Gold Coast 2018', 'PyeongChang 2018' and 'Tokyo 2020'.
2. Any word or words in column A when used in connection with any word or words in column B.

Column A

Commonwealth
Games
Olympiad
Olympian
Olympic
Olympics
Winter Olympics

Column B

Rio de Janeiro
Rio
Buenos Aires
Gold Coast
PyeongChang
Tokyo
2016
2018
2020
II
2nd
Second
III
3rd
Third
XXI
21st
Twenty-first
XXIII
23rd
Twenty-third
XXXI
31st
Thirty-first



Column A

Column B

XXXII

32nd

Thirty-second

3. The expressions “Games City”, “Gold Games”, “Citius Altius Fortius”, and “Faster Higher Stronger”.
4. Any abbreviation, extension, or derivation of a word or words in clause 1, 2, or 3.
5. Words that have the same meaning as, or a similar meaning to, a word or words in clause 1, 2, or 3.

2.2 Fair Trading Act 1986

The Fair Trading Act prohibits conduct in trade which is misleading or deceptive, or likely to mislead or deceive.

Further, and more specifically, under the Fair Trading Act no person in trade, in connection with the supply or possible supply of goods or services, may make a false and misleading representation that a person has any sponsorship, approval, endorsement or affiliation.

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

2.3 Trade Marks Act 2002

A trade mark registration under the Trade Marks Act 2002 gives the proprietor of a mark the right to the use of the registered trade mark as a trade mark for the goods and/or services covered by the registration within New Zealand.

A person may infringe a registered trade mark if the person does not have the right to use the registered trade mark and uses in the course of trade a sign identical or similar to the registered trade mark in relation to identical or similar goods/services.

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

2.4 Copyright Act 1994

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

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



2.5 Common law: Passing Off

In addition to breaches of the Fair Trading Act 1986, the common law provides protection from the tort of "passing off".

Passing off includes conduct that misleads or deceives consumers into thinking that a person has any sponsorship, approval, endorsement or affiliation when this is not in fact the case.

Conduct that otherwise misleads or deceives consumers may also amount to passing off. Remedies in a successful passing off action include injunctions and an award of damages or account of profits.

NOTE: It is not the NZOC's role to give legal guidance on any form of ambush marketing, rather these guidelines and our internal brand and commercial team can be used as general guidance. The NZOC strongly suggest that any brands collaborate with their own legal counsel in any marketing activity.

If any person or organisation seeks specific guidance or believes they have breached any of the above rights they should contact their own legal counsel immediately.



SECTION 3 – NZOC GAMES COMMERCIAL PARTNERS AND TOP PARTNERS

The NZOC has two overall categories of commercial partners: domestic commercial partners (**NZOC Games Commercial Partners**) and worldwide Olympic Partners (**TOP Partners**).

NZOC Games Commercial Partners and TOP Partners hold the ability to use the respective Olympic and Commonwealth Games Rights set out below in line with the rights specified in their contracts with NZOC or IOC, on the basis that every instance is approved in writing by NZOC Brand Manager (when NZ-specific content) or IOC (for TOP Partners using non NZ-specific content).

3.1 Rights held by NZOC Games Commercial Partners and TOP Partners

- Use of NZOC logos
- Ability to refer to the New Zealand Olympic Team or New Zealand Commonwealth Games Team, celebrate achievements, and congratulate individual athletes and teams in the Games Teams for their performances
- Use of protected terms such as ‘Olympic Games’, ‘Tokyo 2020’, ‘Gold Coast 2018’, ‘Rio Olympian’
- Certain activities, such as brand campaigns, social media posts or events associated with the Games and/or the New Zealand Olympic Games Team or New Zealand Commonwealth Games Team

3.2 Use of Athlete imagery

A NZOC Games Commercial Partner or a TOP Partner has the rights to use Games-time/long-list imagery of an athlete in advertising and promotion with the following conditions:

- No single athlete may be shown alone (unless agreed with the athlete). Any activation must include three or more athletes from a team sport (when used as part of an overall New Zealand Olympic/ Commonwealth Team series) or three athletes from a range of different sports to imply association with the team as a whole
- Artwork is to be approved in advance in writing by NZOC Brand Manager

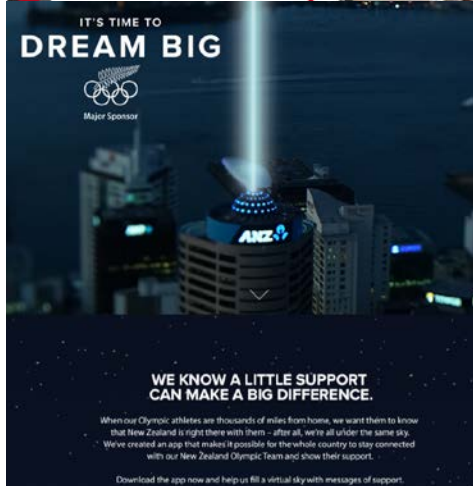
3.3 Use of Athlete footage

A Games Commercial Partner or a TOP Partner has the rights to use Games-time footage of an athlete in advertising and promotion with the following conditions:

- No single athlete may be shown alone (unless agreed with the athlete). At least three different athletes must feature to imply association with the team and not imply a direct sponsorship
- Execution is to be approved in advance in writing by NZOC Brand Manager

The NZOC Commercial Team can also facilitate brand ambassador deals between a commercial partner and an athlete directly. For more information on this please contact the NZOC’s Commercial Partnership Manager.

Below are some examples of successful activations by NZOC Games Commercial Partners or TOP Partners to demonstrate their rights– noting that nothing below would be legally permitted by a brand that is not a commercial partner:



Volkswagen
23 June · 🌐

Parents of Olympian canoe sprinter Kayla Imrie will be cheering her on from the sidelines!

Winning a trip to Rio
Deserving parents head to Rio 2016 Olympic Games
WWW.NZHERALD.CO.NZ/VOLKSWAGEN/NEWS

SHARE A KIWI MOMENT

\$25 CLASSICS SHAREBOX®

\$30 LEGENDS SHAREBOX

\$40 MEGA SHAREBOX

Available after 10.30am.
© 2016 McDonald's. Share a moment.





SECTION 4 – NON-NZOC GAMES COMMERCIAL PARTNERS – ANY PERSON OR ORGANISATION

4.1 Rights held

In line with the New Zealand laws set out in Section 2 of this document, the below gives guidance on what a brand that is not a NZOC Games Commercial Partner or a TOP Partner (a **Non-Games Commercial Partner**) can do in relation to the Games.

The NZOC strongly recommends that any activity is cleared by a lawyer prior to going to market.

- No focus may be made on any Games or properties. For example, if your brand sponsored Athlete X, you could not produce marketing activity featuring ‘Athlete X training for the Tokyo Olympic Games’ (MEMA and Fair Trading Act breach) or even ‘Athlete X training for Tokyo’ (Fair Trading Act breach)
- However, if the single-focus on Olympic and Commonwealth Games Rights can be removed, and at least two more events can be added this may be deemed acceptable by NZOC – for example ‘Athlete X training for World Championships, the National Cup and Tokyo’. This generic approach can be thought of as the ‘rule of three’
- During the period from nine days prior to the Opening Ceremony to the end of the third day after the Closing Ceremony (the **Protected Period**), congratulatory messages may be made on the basis that a Games Commercial Waiver (see Section 6) has been granted by the NZOC and that no protected rights are used
- Games-related content on social media may be shared by brands on a very limited basis and with no new Olympic and Commonwealth Games Rights added to the share. Excessive sharing of Games content will require legal investigation into whether this is misleading to public by implying a sponsorship or endorsement
- No use of Athlete X’s identity may feature the athlete in Olympic or Commonwealth Games uniform
- National Federations may not have their own commercial partner brands featured alongside Olympic or Commonwealth Games Team members when in reference to these members going to Games. This is explained in more detail in the NZOC’s Commercial and Brand Guidelines for New Zealand National Federations

Please note – upon signing their Athlete Agreements, the team-sport athletes become part of the ‘New Zealand Olympic/Commonwealth Games <Sport> Team’ in any Olympic/Commonwealth-related activity for the period set out in the Athlete Agreement. For clarity, the hockey teams do not compete as ‘Black Sticks’, rather the ‘New Zealand Olympic/Commonwealth Games Hockey Team’. This means that commercial relationships with the ‘Black Sticks’, for example, don’t apply to their participation in Olympic or Commonwealth Games. With NZOC approval, athletes may continue to use performance wear and equipment – please refer to the NZOC Performance Wear and Sports Equipment Guidelines for the relevant Games.

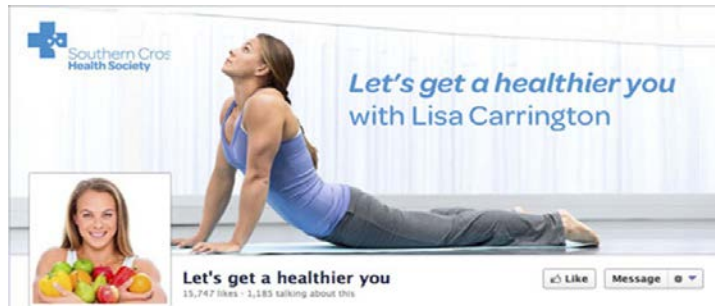
Examples of unacceptable / acceptable social media posts are listed in Section 11 of this document.



4.2 Examples of Activation

Below are some examples of acceptable activations (that do not breach these guidelines) and non-acceptable activations (that do breach these guidelines):

Acceptable:



Even though Southern Cross Health Society is not a Games Commercial Partner or a TOP Partner, this advertisement would be acceptable during the Protected Period if Lisa Carrington (or her agent) submitted a Games Commercial Waiver application in accordance with these Guidelines, for the following reasons:

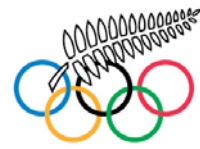
- There is no use of, or association with, Olympic or Commonwealth Games Rights
- The campaign was in place four months prior to the Protected Period

Acceptable:



Even though Beef + Lamb is not a Games Commercial Partner or a TOP Partner, this advertisement would be acceptable during the Protected Period if Lisa Carrington, Sarah Walker and Sophie Pascoe (or their agents) submitted a Games Commercial Waiver application in accordance with these Guidelines, for the following reasons:

- There is no use of, or association with, Olympic or Commonwealth Games Rights



- The campaign was in place four months prior to the Protected Period

Not Acceptable:

- Any breach of the laws specified in Section 2 of this document
- Any use of an athlete's name or image by their sponsors during the Protected Period without a Games Commercial Waiver

The following are examples of actual activity by Non-NZOC Games Commercial Partners **during the Rio 2016 Olympic Games Protected Period** and were resolved by the NZOC and/or legal partners:

- Use of Olympic rings on websites
- Promotion of athlete(s) during protected period without a Games Commercial Waiver
- Congratulatory messages to sponsored athletes on social media without a Games Commercial Waiver and in some cases, messages to athletes where no sponsorship relationship was in place at all
- Olympic Games themed competitions / sales promotions
- Athlete promoting a brand via social media that was not a Games Commercial Partner or a TOP Partner
- Olympic rings and 'Go New Zealand' painted on store fascia

Please see Section 11 of this document for unacceptable and acceptable examples of athlete sponsorship activations that occurred on social media in 2016.

4.3 Rights Held by National Federations

National Federations have very similar rights restrictions to those discussed above for Non-NZOC Games Commercial Partners. However, National Federations do have the ability to produce marketing activity and events in relation to upcoming Games on the basis that there is no evidence of any of their sponsors.



SECTION 5 – ATHLETES

5.1 Rights held

NZOC represents both the Olympic and Commonwealth Games Movements in New Zealand with its mission being:

“To inspire excellence and pride in New Zealanders and enable New Zealand’s elite athletes to achieve on a world stage”

As a member of the New Zealand Olympic or Commonwealth Games Team, athletes are representing a legacy of honourable and proud New Zealand athletes. In line with this, there are clear guidelines to be adhered to, which are set out in detail in the Athlete Agreement, loaded on "Zeus".

Failure to comply with the Athlete Agreement can result in expulsion from the Team.

A complex aspect of being a New Zealand Olympic or Commonwealth Games Team member is the commercial balance that comes with it. The rights of sponsors to promote their connection with athletes are different before, during and after the Protected Period. The rights for these athlete sponsors (individuals and organisations) have been laid out in the above sections 3 and 4. Please read these sections carefully.

5.2 Delivering value to athlete sponsors

The NZOC encourages athletes to talk at length with their sponsors about the most effective ways that they are able to deliver value back to them while ensuring that their sponsors comply with these Guidelines.

We also strongly recommend that athletes read the below section 6 in relation to the Games Commercial Waiver and begin the application process if they have a commercial sponsor or supplier. At any point please feel free to consult with the NZOC Brand Manager. The best approach is ‘if in doubt, ask’.



SECTION 6 – GAMES COMMERCIAL WAIVER

6.1 Games Commercial Waiver

NZOC operates a commercial waiver system for the Olympic Games and Commonwealth Games.

Non-NZOC Games Commercial Partners can apply for a commercial waiver in relation to their proposed use of a competitor, coach, trainer or official's name/image in generic advertising during a Protected Period (a **Games Commercial Waiver**). If a Games Commercial Waiver is granted by NZOC, NZOC will take no action in respect of the Non-Games Commercial Partner's use the competitor, coach, trainer or official's name/image during the Protected Period, provided the use is in the approved form.

More detail about the basis for the Games Commercial Waiver for the Olympic Games and Commonwealth Games is set out below.

6.2 Olympic Games

The Olympic Charter (rule 40.3) states “Except as permitted by the IOC Executive Board, no competitor, coach, trainer or official who participates in the Olympic Games may allow his person, name, picture or sports performances to be used for advertising purposes during the Olympic Games.”

The intent of rule is to:

- Ensure the Olympic Games’ focus remains on the field of play – uncluttered by advertisement; and
- Honour and protect the rights of IOC and NOCs, and in-turn ensure the ability of those organisations to host competitions and support their representing Olympic Teams.

In short, this means that there has historically been a ‘global blackout’ where no athlete (or other team member) may be featured in any marketing or brand activity whatsoever during the Games and the few days before and after.

In April 2015, the IOC issued new guidance for the Rio 2016 Olympic Games that, for the first time, allows for Non-Olympic Commercial Partners to continue to run generic advertising featuring a competitor, coach, trainer or official's name/image during the Protected Period provided that there is no commercial association with the Olympic Games or related Olympic Rights. This was previously called the Rule 40 waiver.

6.3 Commonwealth Games

A blackout period has also traditionally been in place for past New Zealand Commonwealth Games teams. Given the benefits of obtaining a Games Commercial Waiver, including certainty, a reduction in legal risk and, for athletes, ensuring compliance with the Athlete Agreement, NZOC has decided to extend the Games Commercial Waiver process for the Commonwealth Games.



6.4 Games Commercial Waiver Application Process

The following section outlines the Games Commercial Waiver process for both the Olympic Games and Commonwealth Games. Please read this carefully.

Protected Period Campaigns

All advertising campaign materials and executions (in full) which will take place during the Protected Period must be notified to the NZOC's Brand Manager by the featured athlete and the sponsor by the specified due date, along with a completed Games Commercial Waiver.

The NZOC may object to an application for a Games Commercial Waiver if it:

- Creates, directly or indirectly, the impression of a commercial association between the Non-Games Commercial Partner's brand and the Games, the IOC or the Olympic movement, the CGF, NZOC, the New Zealand Olympic Games Team, the New Zealand Commonwealth Games Team or any competitor, coach, trainer or official's participation in the Games; and
- Commenced in market later than the date specified in the Games Commercial Waiver application forms.

The NZOC may object to an application for a Games Commercial Waiver:

- If it creates, directly or indirectly, the impression of a commercial association between the Non-Games Commercial Partner's brand and the Olympic Games, Commonwealth Games, the IOC, the CGF, the Olympic Movement, NZOC, the NZ Olympic Games Team, the NZ Commonwealth Games Team or any competitor, coach, trainer or official's participation in the Games; and
- Where the non-Games Commercial Partner enters into a relationship with the athlete that is primarily focused during or around the Games and does not continue for a reasonable period after the Games; and
- The activation is an attempt to "ambush market". "Ambush marketing" in this context involves a non-Games Commercial Partner engaging in a promotion or execution involving the athlete that creates an impression of a commercial association between the product/brand being promoted and the Games in the mind of a reasonable person.

The NZOC must give written notification of an objection to the Games Commercial Waiver application, and the reasons for such objection, to the applicant within 10 working days of receiving the Games Commercial Waiver application. However, in the event the NZOC's preliminary view is that it will not accept or approve the application, the parties will discuss the application before the NZOC makes its final decision.

Athletes, athlete managers and sponsors can all apply for a Games Commercial Waiver- for more information please contact the NZOC's Brand Manager Alex Cooper – alexandra@olympic.org.nz

Late Applications



It is recognised in certain exceptional circumstances an athlete or a sponsor may not be able to lodge a Games Commercial Waiver by the specified due date. For the Gold Coast 2018 Commonwealth Games the due date for late applications is 2 March 2018.

Where the NZOC considers in its reasonable opinion the circumstances are genuine, the NZOC will consider the Games Commercial Waiver application.

Online Portal

The Games Commercial Waiver Application online form for Athletes can be found [here](#) and the Games Commercial Waiver Application form for Sponsors [here](#).

The NZOC has created this online application process with the view to streamline the application process. There is one version for an athlete to complete and one version for a sponsor to complete. For multiple sponsors, or multiple athlete activations, multiple forms will need to be completed.

The form must be completed in one session as it cannot be saved as a work in progress. A copy of all questions in the form can be downloaded from [http://www.olympic.org.nz/about-the-nzoc/governance-documents/#Regulations and Guidelines](http://www.olympic.org.nz/about-the-nzoc/governance-documents/#Regulations%20and%20Guidelines) for ease of reference prior to submitting the form.

The forms must be submitted by the due dates stated. Any application not submitted by these dates without approval for a late application will not be considered for a Games Commercial Waiver from the NZOC.

Advice on a Games Commercial Waiver being granted or not granted will come in email form from the NZOC Brand Manager or Commercial Director.

NZOC Games Commercial Partners and TOP Partners do not need to obtain a Games Commercial Waiver as their association with NZOC and the Games and the use of Olympic and Commonwealth Games Rights will be governed by their respective agreements with NZOC (or the IOC).



SECTION 7 – EDITORIAL

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

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

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

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

Olympic and Commonwealth Games Team members should read the Social Media Guidelines in sections 10 and 11.



SECTION 8 – NEW ZEALAND RIGHTS FREE MARK

There is a rights free mark for the upcoming 2018 Games. These can be requested from the NZOC Brand Manager.

SECTION 9 – UNIFORM

All athletes and support staff must wear the New Zealand Team uniform and formal wear issued to them by the NZOC at all times when they are part of the New Zealand Team, including but not limited to:

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

With NZOC approval, athletes may continue to use performance wear and equipment – please refer to the NZOC Performance Wear and Sports Equipment Guidelines for the relevant Games.

SECTION 10 – OLYMPIC AND COMMONWEALTH GAMES IMAGES AND FOOTAGE ACCESS PROCESS

The NZOC does not own the rights to distribute any Games time imagery or footage. These rights are held by Getty for photography and rights holding broadcasters (such as SkyTV, TVNZ), or IOC / CGF for moving footage.

However, any use of Games imagery or footage will need to be approved by either the NZOC's Brand Manager, Digital Content Manager or Communications and Public Affairs Director. We suggest checking concepts with the above contacts prior to making any request.



Imagery and footage is available for purchase by third parties from Getty and the broadcasters directly, who will gain the necessary NZOC written approvals prior to any release. Due to the archived nature of this content we recommend allowing up to six weeks for this turnaround.

SECTION 11 – SOCIAL MEDIA GUIDELINES

NZOC represents both the Olympic Games and Commonwealth Games Movements in New Zealand with its mission being:

“To inspire excellence and pride in New Zealanders and enable New Zealand’s elite athletes to achieve on a world stage”

Social media can both abet and hinder this goal. By adhering to the guidelines, we can work together to ensure we:

- Make New Zealanders proud
- Develop stronger athlete, sporting body and wider New Zealand team brands
- Go into the Games and come out the other side, reputation intact
- Individually take responsibility for our online reputation
- Are knowledgeable and understand how social media works

Please note these are **guidelines** only and designed to provide guidance on the setting up and use of **social media** by those selected to represent New Zealand at the Games. However, we recommend you refer to your Athlete Agreement, Support Staff Agreement, Employment Agreement or Contract for Service (whichever is relevant) for the specific provisions around permitted use of social media and the ramifications of any breach.

If you would like the NZOC to help with your social media understanding or if you need advice on online best practice please contact:

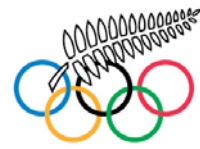
Alex Spence
NZOC Digital Communications Manager
alex@olympic.org.nz
+6421 925392

IF DONE WELL SOCIAL MEDIA CAN:

- Improve your personal brand
- Give you the opportunity to tell your story first hand, using your own voice
- Give additional value to sponsors / potential sponsors
- Enhance future job prospects
- Share your sport and story with 300,000+ NZOC fans

IF DONE POORLY SOCIAL MEDIA CAN:

- Harm the reputation of: you, the New Zealand Team, your sport and the nation
- Affect those that came before you and those that come after (legacy)
- Disengage youth or fans with your sport
- Have legal ramifications
- Lose sponsorship
- Affect current employment and future opportunities



BE AWARE

- Of your influence as an opinion leader
- Of entering into conversations that could implicate you with an issue or negative situation
- Of demonstrations of a political, religious or social propaganda that many draw unwanted attention to you or your team mates
- Of posting moving footage from restricted areas such as Games Venues and Games Villages
- Of posting while under emotional stress (pre/post competition) or under the influence of alcohol
- Of your surroundings. These days most people have smart phones which can take and upload photos from anywhere
- That despite privacy settings and how well you think you have hidden a post / removed it... it **MAY** be found and it can, generally speaking, by **LAW** be made **PUBLIC** (eg. third parties (including media) could access your social media page and view your personal information (including pictures, videos, comments and posts))
- Of cyber-bullying, not just of yourself but of anyone and any situations that may affect the New Zealand Team or NZOC (refer to Cyber-Bullying)
- Of copyright laws and video restrictions (refer to Imagery and Moving Footage below)
- That what you may not consider offensive or unacceptable, could be offensive or unacceptable to others
- Of not posting your email, address, telephone number(s), or other personal information as it could lead to unwanted attention, stalking, identity theft, etc (refer to Security below)
- Of who you add as a friend / allow to follow you on social media
- Of people who may be seeking information for sports-betting purposes
- Of the implications that arise from posting on or joining online “groups” set up for defamatory reasons.

RESPECT THE BLACK SINGLET

The key to social media success is having respect for your audience and getting respect in return. To gain respect, you must be honest, dignified and have an understanding of the community you are engaging with.

Respect and know your audience =

- Fans and followers (of all ages)
- Friends and family
- Media / bloggers
- Wider NZ Team
- Sponsors
- Those who have walked before you
- Other athletes

Respecting the high performance culture of the New Zealand Team is just as important in the online world, as it is day to day during competition. Before putting anything online, think of whether it will detract from the wider team’s high performance focus or your role as a high performance athlete.

If you are ever in doubt of the appropriateness of your online public material, consider whether it upholds and positively reflects your own values and ethics as well as the New Zealand Team and the NZOC.



All members of the New Zealand Team need to take responsibility for any comments or posts made on social media and their repercussions.

CYBER-BULLYING

While freedom of speech is paramount in New Zealand society, it has led to questions around the best way to control and sanction behaviours that lead to cyber-bullying. Cyber-Bullying includes communications that seek to:

- Insult
- Intimidate
- Humiliate
- Manipulate
- Falsely discredit
- Threaten
- Harass
- Provoke - using racial, prejudice, sexual, or ethnic slurs

A cyberbully may be known to the target or be a stranger. A cyberbully may be anonymous and may encourage involvement of other people online who may not even know the target.

Cyber-Bullying Prevention and Reporting

The NZOC urges every member of the New Zealand Team to be aware of the above cyber-bullying characteristics. Often actions of cyberbullies are deliberate and repeated, so the best way to prevent ongoing incidents is by speaking out and reporting to NSO or NZOC management.

Do not enter into conversations online that could implicate you, even if you think you might be able to help the situation.

Reporting process:

1. Capture the cyber-bullying incident (via screenshot, saving etc)
2. Report incident to NSO management or NZOC communications department via email or phone call. (During games time you will receive a list of appropriate numbers to call.)
3. Remove yourself and encourage others to remove themselves from the conversation.

If you are the victim:

If you are a victim of cyber bullying, make sure to record (via screenshot) and report all incidents of cyber-bullying. Do not respond to threatening or defamatory messages, and never open or engage with messages from sources you do not recognise.

Other actions victims can take:

- Blacklist or whitelist e-mail accounts (the filtering out of spam and unwanted emails)
- Increase the privacy settings of your social media accounts
- Change your ISP
- Change your mobile phone number
- Report the social media account:

Facebook timeline posts:

- ⇒ Select drop down on top right hand corner of post
- ⇒ Click "I don't like this post"

Facebook messages:

- ⇒ Open conversation



- ⇒ Click “actions” cog at top of message
- ⇒ Click “report spam or abuse”

Twitter messages:

- ⇒ Find the offending tweet
- ⇒ Click ...(more)
- ⇒ Click ‘Block or report’

NEW ZEALAND CYBER BULLYING LAW: HARMFUL DIGITAL COMMUNICATIONS ACT

Communication principles

(1) The communication principles are—

Principle 1: A digital communication should not disclose sensitive personal facts about an individual.

Principle 2: A digital communication should not be threatening, intimidating, or menacing.

Principle 3: A digital communication should not be grossly offensive to a reasonable person in the position of the affected individual.

Principle 4: A digital communication should not be indecent or obscene.

Principle 5: A digital communication should not be used to harass an individual.

Principle 6: A digital communication should not make a false allegation.

Principle 7: A digital communication should not contain a matter that is published in breach of confidence.

Principle 8: A digital communication should not incite or encourage anyone to send a message to an individual for the purpose of causing harm to the individual.

Principle 9: A digital communication should not incite or encourage an individual to commit suicide.

Principle 10: A digital communication should not denigrate an individual by reason of his or her colour, race, ethnic or national origins, religion, gender, sexual orientation, or disability.

(2) In performing functions or exercising powers under this Act, the Approved Agency and courts must—

- (a) take account of the communication principles; and
- (b) act consistently with the rights and freedoms contained in the New Zealand Bill of Rights Act 1990.

A breach carries a penalty of imprisonment up to two years and a fine of up to \$50,000 for individuals and \$200,000 for companies.

The threshold for bringing a complaint is that: There has been a threatened serious breach, a serious breach, or a repeated breach of 1 or more of the communication principles and the breach has caused or is likely to cause harm to an individual.

FRIENDS AND FAMILY

As a member of the New Zealand Team, the NZOC asks that you sit down and discuss these guidelines with your friends and family as they need to understand the importance and implications of online reputation - not just how it affects you, but also the wider New Zealand Team.

SECURITY



For your own safety, please keep the following recommendations in mind as you participate in social media:

- Set your security settings so that only your friends can view your profile;
- you should not post your email, home address, local address, telephone number(s), or other personal information; and
- Be aware of who you add as a friend to your social media website.
- Hide your friends lists so that imagery and information cannot be obtained via friend accounts.

IMAGERY AND MOVING FOOTAGE

Photos that you take yourself may be posted online from any Olympic or Commonwealth Games venue and the Village, however these cannot be sold for commercial gain.

During the Protected Period, rules and restrictions may apply to the use of moving footage from within accredited Games venues.

No video or audio recorded from any Games venue (including the Opening/Closing Ceremony) and the Village may be shared online. There is no restriction on sharing video or audio recordings taken outside Games venues, as long as it meets our other guidelines.

GETTY IMAGES FOR ATHLETES - [HTTP://WWW.GETTYIMAGES.CO.NZ/EMBED](http://www.gettyimages.co.nz/embed)

Getty Images' new embed feature makes it easy, legal, and free for you to share images on websites, blogs, and social media platforms. This is a fantastic new initiative and gives you access to an amazing world of professional sporting images.

Please note, this only applies to images that relate to you and your Games campaign.

Follow these simple steps:

1. Find images by searching at www.gettyimages.co.nz/sport : Search tips, enter your name and event details
2. Click an image's embed icon (</>) from the search results or image detail page
3. Copy the embed code into your pages!



Sam Webster of New Zealand poses with his gold medals during day...

Sam Webster of New Zealand poses with his gold medals during day three of the Glasgow 2014 Commonwealth Games on July 26, 2014 in Glasgow, United...

WWW.GETTYIMAGES.COM





SECTION 12 – ATHLETE SPONSORSHIP EXAMPLES

THE BELOW ARE RIO 2016 EXAMPLES THAT OCCURRED ON SOCIAL MEDIA, THOUGH THE SAME PRINCIPLES APPLY ACROSS ALL CHANNELS:

Acceptable:

Social media post:	Posted by:	Acceptable / Unacceptable:	Reason:
'Company X wishes Athlete A good luck for the huge year ahead'	Company X (Non-Olympic Partner)	Acceptable	There is no mention of the Olympic Games specifically, even though it's implied. There is still a focus on all competitions in that year.
'Thanks (Olympic Partner) for this awesome product which is helping me as I train for Rio'	Athlete A	Acceptable	Athlete A is permitted to create a connection between an Olympic Partners product / service and the Games themselves
'Another gold medal for New Zealand at the Rio 2016 Olympic Games!'	Olympic Partner brand, during Protected Period	Acceptable	An Olympic partner has the right to these protected words, and to communicate this during the Protected Period. There is not a focus on one particular athlete.
'Good luck, Athlete A'	Company X, posted before 27 July 2016 (Protected Period)	Acceptable	No direct Olympic association is being made. As this is made before the Protected Period this would also be acceptable.
'We sponsor Athlete A who is competing this year at the World Championships, the International Series and in Rio'	Company X (Non-Olympic Partner)	Acceptable	This follows the rule of three without focusing on the Olympic Games. It also does not use any MEMA protected words.

Unacceptable:

Social media post:	Posted by:	Acceptable / Unacceptable:	Reason:
'Company X is proud to support Athlete A on their Road to Rio'	Company X (Non-Olympic Partner)	Unacceptable	This is likely to mislead the public to believe Company X (a Non-Olympic Partner) has a direct association with the Olympic Games



			and Athlete A's participation or potential participation in the Games.
'Are you watching the Olympic Games tonight?'	Company X	Unacceptable	'Olympic' and 'Games' in combination are words protected by the Major Events Management Act. The public may think Company X has a connection with the Olympic Games.
'Thanks Company X for supporting me in my training on the #RoadtoRio'	Athlete A	Unacceptable	Though the training is the focus of this post, the public could be misled to believe Company X (a Non-Olympic Partner) has an association and role in getting Athlete A to the Rio Games. Note – the use of the #RoadtoRio hashtag in these commercial examples is a breach.
'Our Athlete A, going for gold tonight'	Company X	Unacceptable	Passing off on the fact that the Olympic Games are occurring. Note – assuming this hadn't been submitted to the NZOC by 27 Feb 2016 as part of the Games Commercial Waiver exemption process, this would also breach the Protected Period rules.

Dependent on Games Commercial Waiver (previously named Rule 40 Waiver):

'Congratulations, Athlete A'	Company X, posted during Protected Period	Dependent on Games Commercial Waiver	If this has been applied for as part of the Games Commercial Waiver process and approved by NZOC this would be acceptable. If it hasn't been approved by NZOC as part of the Games Commercial Waiver process it would be unacceptable as it uses an athlete's name during the protected period.
<Image of Athlete A>	Company X, posted during Protected Period	Dependent on Games Commercial Waiver	If this has been applied for as part of the Games Commercial Waiver process and approved by NZOC this would be acceptable. If it hasn't been approved by NZOC as part of the Games Commercial Waiver process it would be unacceptable as it uses Athlete A's image during the Protected Period.