



# Advertising, Promotion and Social Media Guidelines

**NEW ZEALAND OLYMPIC COMMITTEE**

**VERSION AT 1 OCTOBER 2019**

**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](http://www.olympic.org.nz/about-the-nzoc/governance-documents/#Regulations_and_Guidelines)**

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# SECTION 1: INTRODUCTION

The primary role of the New Zealand Olympic Committee (**NZOC**) is to select and lead New Zealand Teams to the variety of multi-sport games that we are associated with – the primary ones being the Summer Olympic Games, Olympic Winter 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 and within New Zealand law, and to monitor and act on any ambush marketing.

## 1.1 Olympic Brand / Rights

The Olympic Rings and associated logos and assets carry huge international respect, from athlete and the public alike. It's vital that these symbols are protected to prevent over-commercialisation of the Games themselves. 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 bar is respected by millions around the Commonwealth and must also be treated with the utmost respect. 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).



# SECTION 1: INTRODUCTION

## 1.3 Other Games Rights

Additionally, there are protected logos and assets associated with the Pacific Games and ANOC World Beach Games that NZOC oversees in New Zealand.

## 1.4 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 our New Zealand Teams.



# SECTION 2 – TOPLINE SUMMARY

The use of Olympic and Commonwealth Games Rights in New Zealand is reserved only for the International Olympic Committee, Commonwealth Games Federation, the New Zealand Olympic Committee and their valued commercial partners.

Unauthorised use of these rights (including logos and protected words) is illegal, with fines up to \$150,000.

Without the financial support of commercial partners, the NZOC would be unable to send New Zealand athletes to the Olympic and Commonwealth Games. These partners make a substantial investment for the ability to use protected words, logos and talk about the New Zealand Team. For this reason, the NZOC take rights protection very seriously.

**Under the Major Events Management Act 2007 the below is not available for use without approval:**

- The Olympic Rings alone and combined with the silver fern, the Commonwealth Games bar alone and combined with the silver fern, and numerous other associated logos (see page 7).
- The words 'Tokyo 2020', 'New Zealand Olympic Team', 'New Zealand Commonwealth Games Team', 'Olympic Games' and many more (see page 8).

In addition:

**The Fair Trading Act 1986** prohibits a person or brand from making false or misleading representations that they have a sponsorship, approval, endorsement or affiliation with the New Zealand Team or its athletes (see page 10).

**The tort of passing off** provides additional protection to the Fair Trading Act, preventing unauthorised trading off Olympic or Commonwealth Games goodwill. This may include conduct that misleads or deceives consumers into thinking that a person has any sponsorship, approval, endorsement or affiliation when this is not the case (see page 11).

**Therefore:**

BRANDS THAT SPONSOR ATHLETES / TEAMS AND NOT THE NZOC must therefore not reference the Olympic or Commonwealth Games in any of their activations.

ATHLETES must not reference their (non NZOC) sponsors in relation to any Games-specific activity or training.



# SECTION 2 – TOPLINE SUMMARY

## Commercial Waivers:

A 'Protected Period' is put in place just before, during and just after the Olympic and Commonwealth Games. **During this time there is a blackout on any athlete's name or image being in market by their sponsors.**

Brands who are not NZOC Commercial Partners can, however, apply for a commercial waiver in relation to their proposed use of an athlete's name/image in generic advertising during the Protected Period. Provided the use is in generic advertising and part of a campaign in market for at least four months before the Protected Period, the NZOC may grant a commercial waiver.

Athletes, athlete managers and sponsors can all apply for a Games Commercial Waiver using the online forms. The Games Commercial Waiver Application form for Athletes can be found [here](#) and the form for Sponsors [here](#). See section 7 for more information.

## Seeking authorisation:

If you wish to seek authorisation to use Olympic and Commonwealth Games Rights in New Zealand by becoming a partner or supplier please contact [brand@olympic.org.nz](mailto:brand@olympic.org.nz).

## ACCEPTABLE EXAMPLES OF BRANDED MESSAGING / CONTENT:

Message / Content:	Made by:	Reason it is acceptable:
'Company X wishes Athlete A good luck for the huge year ahead'	Company X (Non-Olympic Partner)	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 Tokyo'	Athlete A	Athlete A is permitted to create a connection between an Olympic Partners product / service and the Games themselves

# SECTION 2 – TOPLINE SUMMARY

## ACCEPTABLE EXAMPLES OF BRANDED MESSAGING / CONTENT:

Message / Content:	Made by:	Reason it is acceptable:
'Another gold medal for New Zealand at the Tokyo 2020 Olympic Games!'	Olympic Partner brand, during Protected Period	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)	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 Tokyo'	Company X (Non-Olympic Partner)	This follows the rule of three without focusing on the Olympic Games. It also does not use any MEMA protected words.
Instagram caption including #EarnTheFern and #Tokyo2020	Athlete A	Athlete A has the ability to use protected words

## UNACCEPTABLE EXAMPLES OF BRANDED MESSAGING / CONTENT:

Message / Content:	Made by:	Reason it is unacceptable:
'Company X is proud to support Athlete A on their Road to Tokyo'	Company X (Non-Olympic Partner)	This is likely to mislead the public to believe Company X (a Non-Olympic Partner) has a direct association with the Olympic Games

# SECTION 2 – TOPLINE SUMMARY

## UNACCEPTABLE EXAMPLES OF BRANDED MESSAGING / CONTENT:

Message / Content:	Made by:	Reason it is unacceptable:
'Are you watching the Olympic Games tonight?'	Company X (Non-Olympic Partner)	'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 #RoadtoTokyo'	Athlete A, in relation to Company X as non-Olympic partner	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 Tokyo Games. Note – the use of the #RoadtoTokyo hashtag in these commercial examples is a breach.
'Our Athlete A, going for gold tonight'	Company X (Non-Olympic Partner)	Passing off on the fact that the Olympic Games are occurring. Note – assuming this hadn't been submitted to the NZOC as part of the Games Commercial Waiver exemption process, this would also breach the Protected Period rules.
Instagram image of Athlete A competing at Games, with accompany #EarnTheFern and #Tokyo2020	Company X (Non-Olympic Partner)	Company X does not have the rights to use Games imagery or protected words, even in the form of hashtags.

# SECTION 3: LEGAL FRAMEWORK

## 3.1 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 Commercial Partner without the approval of NZOC:

### A) Protected Emblems:



### B) Protected Words:

- 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 Summer Team
- New Zealand Youth Olympic Winter Team
- Youth Olympic Games
- Olympic Games
- Olympic Gold
- Commonwealth Games
- Commonwealth Games Federation
- Commonwealth Youth Games
- New Zealand Commonwealth Games Team
- New Zealand Commonwealth Youth Games Team



# SECTION 3: LEGAL FRAMEWORK

C) Words relating to Olympic Games and Commonwealth Games:

- 1) The expression 'Tokyo 2020', 'Lausanne 2020' and other upcoming Games.
- 2) Any word or words in column A when used in connection with any word or words in column B (see right).
- 3) The expressions "Games City", "Gold Games", "Citius Altius Fortius", "Faster Higher Stronger", and "Earn the Fern".
- 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.

*Examples of prohibited expressions:*

- *'Supporting Team X as they train for Tokyo 2020'*
- *'Athlete X is heading to the Tokyo Games'*
- *'Olympian Athlete X'*
- *Any unauthorised use of the five rings symbol*

Column A	Column B
Commonwealth Games	Beijing
Olympiad	Dakar
Olympian	Lausanne
Olympics	Birmingham
Winter Olympics	Paris
	Los Angeles
	LA
	Tokyo
	2020
	2022
	2024
	2028
	III
	3 <sup>rd</sup>
	Third
	IV
	4 <sup>th</sup>
	Fourth
	XXIV
	24 <sup>th</sup>
	Twenty-fourth
	XXXII
	32 <sup>nd</sup>
	Thirty-second
	XXXIII
	33 <sup>rd</sup>
	Thirty-third
	XXXIV
	34 <sup>th</sup>
	Thirty-fourth

# SECTION 3: LEGAL FRAMEWORK

## 3.2 Fair Trading Act 1986

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

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

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

## 3.3 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.

*Unacceptable examples:*

- *'Company X is proud to support Athlete A in their training for Tokyo'*
- *'A gold for Athlete A! We're behind you all the way'*

*Unacceptable examples:*

- *Merchandise carrying the Olympic Rings produced by any organisation without a commercial relationship with the NZOC or IOC*
- *A replica of the New Zealand Team mascot produced without NZOC approval*



# SECTION 3: LEGAL FRAMEWORK

## 3.4 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.

## 3.5 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.

*Unacceptable examples:*

- *'Company X is going for gold this July'*
- *Promotions themed around medals / Olympic mascots / other Olympic properties during or close to Games time*

*Unacceptable examples:*

- *Unauthorised use of NZOC social media videos, footage and narratives*



# SECTION 4: NZOC COMMERCIAL PARTNERS

## 4.1 Rights held by Olympic and Commonwealth NZOC Commercial Partners

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

NZOC Commercial Partners and TOP Partners (or Worldwide 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 Team (when NZ-specific content) or IOC (for TOP Partners using non NZ-specific content).

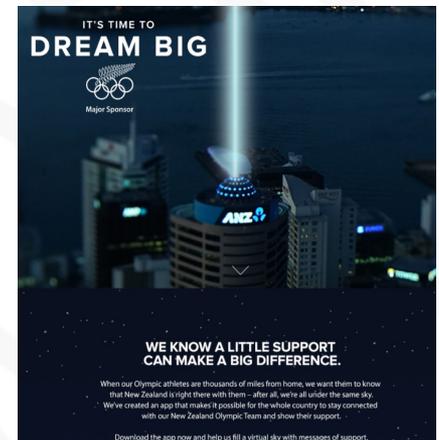
Worldwide Partners are encouraged to use NZOC's NZ Team rings and fern mark in our market to support their connection to the NZOC and feel native to our territory.

## 4.2 Use of protected words and logos

NZOC Commercial Partners and TOP Partners are permitted:

- Use NZOC logos
- 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 protected terms such as 'Olympic Games', 'Tokyo 2020' and 'Rio Olympian'
- Carry out certain activities, such as brand campaigns, social media posts or events associated with the Games and/or the New Zealand Team. There are some restrictions on these for TOP Partners – please discuss with the NZOC Commercial & Brand Team.

*Below are some examples of successful activations by NZOC Commercial Partners or TOP Partners at the Rio 2016 Olympic Games:*



# SECTION 4: NZOC COMMERCIAL PARTNERS

## 4.3 Use of Athlete imagery

A NZOC 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 Team

## 4.4 Use of Athlete footage

A Commercial Partner or a TOP Partner can apply to access Games-time footage in advertising to show an association with the New Zealand Team and not imply an association or direct sponsorship with one athlete in particular. There will be usage and extraction fees associated with this dependent on the nature and length of the footage required. The execution is to be approved in advance in writing by NZOC Brand Team.

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 Partnerships Manager.

*Below are some examples of successful activations by NZOC Commercial Partners or TOP Partners at the Rio 2016 Olympic Games :*



# SECTION 5 – BRANDS WITH ATHLETE OR TEAM SPONSORSHIPS / ANY OTHER ORGANISATION

## 5.1 Brands with Athlete or Team Sponsorships / Other Organisations

In line with the New Zealand laws set out in Section 3 of this document, the below gives guidance on what a brand that is not a NZOC Commercial Partner or a TOP 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 are added to the marketing activity, it 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'.

No use of Athlete X's identity may feature the athlete in Olympic or Commonwealth Games uniform.

During the **Protected Period** (from the opening of the Olympic Village to the end of the second day after the Closing Ceremony), generic advertising may be undertaken if a Games Commercial Waiver (see Section 7) has been granted by the NZOC and 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. More information on this is included in section 9.

*Acceptable examples:*



# SECTION 5 – BRANDS WITH ATHLETE OR TEAM SPONSORSHIPS / ANY OTHER ORGANISATION

In addition, the below is unacceptable:

- Any breach of the laws specified in Section 3 of this document
- Any use of an athlete's name or image by their sponsors during the Protected Period without a Games Commercial Waiver (see section 7)

Examples of unacceptable / acceptable social media posts are listed in Section 9 of this document.

## 5.2 National Federations

National Federations have very similar rights restrictions to those discussed above for Non-NZOC Commercial Partners. However, National Federations do have the ability to produce marketing activity and events in relation to upcoming Games and are permitted to congratulate their athletes and teams on their Games performances, provided that there is no reference to the National Federation's sponsors.

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.

*The following are examples of actual breaches by brands during the Rio 2016 Olympic Games Protected Period 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 with either the NZOC or the Athlete*
- *Olympic Games themed competitions / sales promotions*
- *Athlete promoting a brand via social media that was not a Commercial Partner or a TOP Partner*
- *Olympic rings and 'Go New Zealand' painted on store fascia*



# SECTION 5 – BRANDS WITH ATHLETE OR TEAM SPONSORSHIPS / ANY OTHER ORGANISATION

Upon signing their Athlete Agreements, the athletes become part of the 'New Zealand Olympic/Commonwealth Games Team' in any Olympic/Commonwealth-related activity for the period set out in the Athlete Agreement. This will often be shortened to our masterbrand reference: 'The New Zealand Team'.

This principle also applies to teams competing at the Games. For example, the hockey teams do not compete as the 'Black Sticks' but as the 'New Zealand Olympic/Commonwealth Games Hockey Team' or 'The New Zealand Hockey Team'. This means that commercial relationships with the 'Black Sticks', for example, don't apply to the participation of these teams in Olympic or Commonwealth Games. References to teams during Games time by National Federations should not include sponsor names.

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.

## 5.3 Education Institutions & Community Organisations

Educational institutes and community organisations are treated the same as any other brand with athlete or team sponsorships and the NZOC will monitor accordingly. They will also need to apply for a Games Commercial Waiver should they wish to activate around any athlete during the Protected Period.

### Examples:

- *Hockey New Zealand may run a generic, non branded video series following the team in their training to Tokyo 2020*

### Examples:

- *A University must apply for a Games Commercial Waiver should they wish to reference a student competing at the Games during the Protected Period, across their website / newsletters / social media / advertising etc with NZOC and the Athlete's consent.*
- *A library may not run an Olympic-themed window display.*

# SECTION 6: 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.

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 sections 5, 7 and 9. 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 7 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 Team: [brand@olympic.org.nz](mailto:brand@olympic.org.nz) - the best approach is ‘if in doubt, ask’.

*Thank you:*

- *An athlete may thank their personal sponsors during the Protected Period via the athlete’s social media account. This is limited to one thank you message per sponsor and must not suggest a commercial connection between the IOC, Olympic Games, the NZOC or Games Team and the personal sponsor. Such message also must not use Olympic properties.*



# SECTION 7: GAMES COMMERCIAL WAIVER

## 7.1 Games Commercial Waiver

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

Non-NZOC 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-Commercial Partner's use of the competitor, coach, trainer or official's name/image during the Protected Period, provided the use is in the approved form. In order to be approved, the name/image must be used in a way that does not leverage the Games or the participants involvement in the Games.

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

## 7.2 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.

Since Rio 2016, the IOC has permitted 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. These companies and associations must, however, also gain approval from the NZOC through the Commercial Waiver process.

## 7.3 Commonwealth Games

Any participant in the Commonwealth Games is also required by the Commonwealth Games Federation to have a commercial waiver. The NZOC runs exactly the same commercial waiver system across both Games types.



# SECTION 7: GAMES COMMERCIAL WAIVER

## 7.4 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.

All advertising campaign materials and executions (in full) which will take place during the Protected Period must be notified to the NZOC's Brand Team by the featured athlete and/or 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-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;
- If it commenced in market later than the date specified in the Games Commercial Waiver application forms;
- Where the non-Commercial Partner enters into a relationship with the athlete that is primarily focused during or around the Games; or
- If the activation is an attempt to "ambush market". "Ambush marketing" in this context involves a non-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 Team: [brand@olympic.org.nz](mailto:brand@olympic.org.nz).



# SECTION 7: GAMES COMMERCIAL WAIVER

## Late Applications:

It is recognized in certain exceptional circumstances an athlete or a sponsor may not be able to lodge a Games Commercial Waiver by the specified due date. Where the NZOC considers the circumstances are genuine, the NZOC will consider the Games Commercial Waiver application.

## Online Portal:

The Games Commercial Waiver application form for Athletes can be found here and the Games Commercial Waiver application form for Sponsors here.

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](#) 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 Team or Commercial Director.

NZOC 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 8: 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 Team
- 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 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 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 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 9 and 13.



# SECTION 9: SOCIAL MEDIA COMMERCIAL AND SPONSORSHIP GUIDELINES

NZOC recognises that social media is a powerful way for brands to connect with their audiences. However, social media content is also disseminated to a wide audience quickly, and poses a risk to the Olympic and Commonwealth Games Rights if used inappropriately.

Social media posts and temporary content, such as stories, must comply with these guidelines in the same way as other content. In particular, Olympic and Commonwealth Games Rights cannot be used unless authorised by NZOC.

The following guidelines apply to all Non-NZOC Commercial Partners (ie any brand or organization that doesn't have a commercial relationship with the NZOC).

## 9.1 Imagery

Imagery and footage used on social media must not show any athlete in their Olympic or Commonwealth Games uniform. The imagery or footage from Games time must not be used. Protected words or emblems, such as the five rings symbol, must not be used in images or footage posted to social media.

## 9.2 Captions and Hashtags

The caption to a social media post must not imply any association with NZOC, the New Zealand Olympic or Commonwealth Games team, or an athlete who is a member of a team.

An association can be created through the use of hashtags, as well as through the text which accompanies the post. Captions, including hashtags, must not use protected words or words or phrases otherwise associated with NZOC or the Games, such as #EarnTheFern.

No focus may be made on any Games or properties unless the post complies with Section 5.

*Examples:*

- *A Non-NZOC Commercial Partner may not use the hashtag #Tokyo2020 in a post about a sponsored athlete.*
- *A social media post by a Non-NZOC Commercial Partner tagging @nzolympics is not permitted.*



# SECTION 9: SOCIAL MEDIA COMMERCIAL AND SPONSORSHIP GUIDELINES

## 9.3 Page Tags

Tagging a third party organisation or athlete in a social media post creates an association between the organisation making the post and the tagged entity. Social media pages associated with NZOC, the Olympic Games, IOC, the Commonwealth Games or CGF, including pages for specific games (eg. Tokyo 2020), should not be tagged in posts or stories, or used as part of the caption in a post.

## 9.4 Sharing

A shared social media post is subject to the same considerations as other social media posts. The organisation that decides to share a third party's content should ensure that the shared content and any new content added to the shared content, such as a caption, does not imply any association with NZOC, the New Zealand Olympic or Commonwealth Games team, or an athlete who is a member of a team.

Excessive sharing, including sharing of news stories about a sponsored athlete during Games-time, is not permitted.

## 9.5 NZOC Commercial Partners and TOP Partners

NZOC Commercial Partners and TOP Partners are permitted to use Olympic and Commonwealth Games Rights in social media content, subject to the commercial terms with the Partner and prior approval from NZOC / IOC.

Social media content must not imply an association or direct sponsorship with one athlete in particular.

*Examples:*

- *An organisation must not share an NZOC Instagram post with a congratulatory message to the athlete.*

# SECTION 9: SOCIAL MEDIA COMMERCIAL AND SPONSORSHIP GUIDELINES

## 9.6 Athletes, Coaches, Trainers and Officials

Athletes, coaches, trainers and officials are encouraged to share the story of their build up to and attendance at the Olympic or Commonwealth Games.

Athletes, coaches, trainers and officials are permitted to use imagery or footage of themselves and others in Olympic or Commonwealth Games uniform, use Games-time footage or imagery create associations with NZOC, the New Zealand Olympic or Commonwealth Games team or their NSO through the use of protected words, tags and hashtags.

During Games-time, athletes, coaches, trainers and officials must not create any association between their personal sponsors or an NSO sponsor and the NZOC or the New Zealand Olympic or Commonwealth Games team during Games-time. Posts during Games-time should not contain tags or hashtags relating to personal sponsors, or imagery or footage associated with the sponsor. An athlete may thank their personal sponsors during the Protected Period via the athlete's social media account. This is limited to one thank you message per sponsor and must not suggest a commercial connection between the IOC, Olympic Games, the NZOC or Games Team and the personal sponsor. Such message also must not use Olympic properties.

## 9.7 National Federations

Social media posts by National Federations have similar restrictions to those on Non-NZOC Commercial Partners. In particular, National Federations must not create any association between their sponsors and the NZOC or the New Zealand Olympic or Commonwealth Games team during Games-time through social media content.

National Federations do not require a Games Commercial Waiver to post social media content about athlete or team achievements at the Games, subject to the above restrictions.

*Examples:*

- *An athlete must not post an image of themselves with a sponsor's product during Games-time.*
- *A National Federation must not post a congratulatory message to a team using a sponsor's name as part of the team name. 'The New Zealand <Sport name> Team' must be used instead.*



# SECTION 10: OLYMPIC AND COMMONWEALTH GAMES IMAGES AND FOOTAGE

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 Sky TV, 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 Team, Digital Content Manager or Communications and Public Affairs Director. This is to ensure it is in line with NZOC guidelines around athlete permissions and team representations. We suggest checking concepts with the above contacts prior to making any formal 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.

For NZOC Commercial Partners or TOP Partners, the NZOC can facilitate the athlete approval / reimbursement process along with managing the request directly with the rights holders.

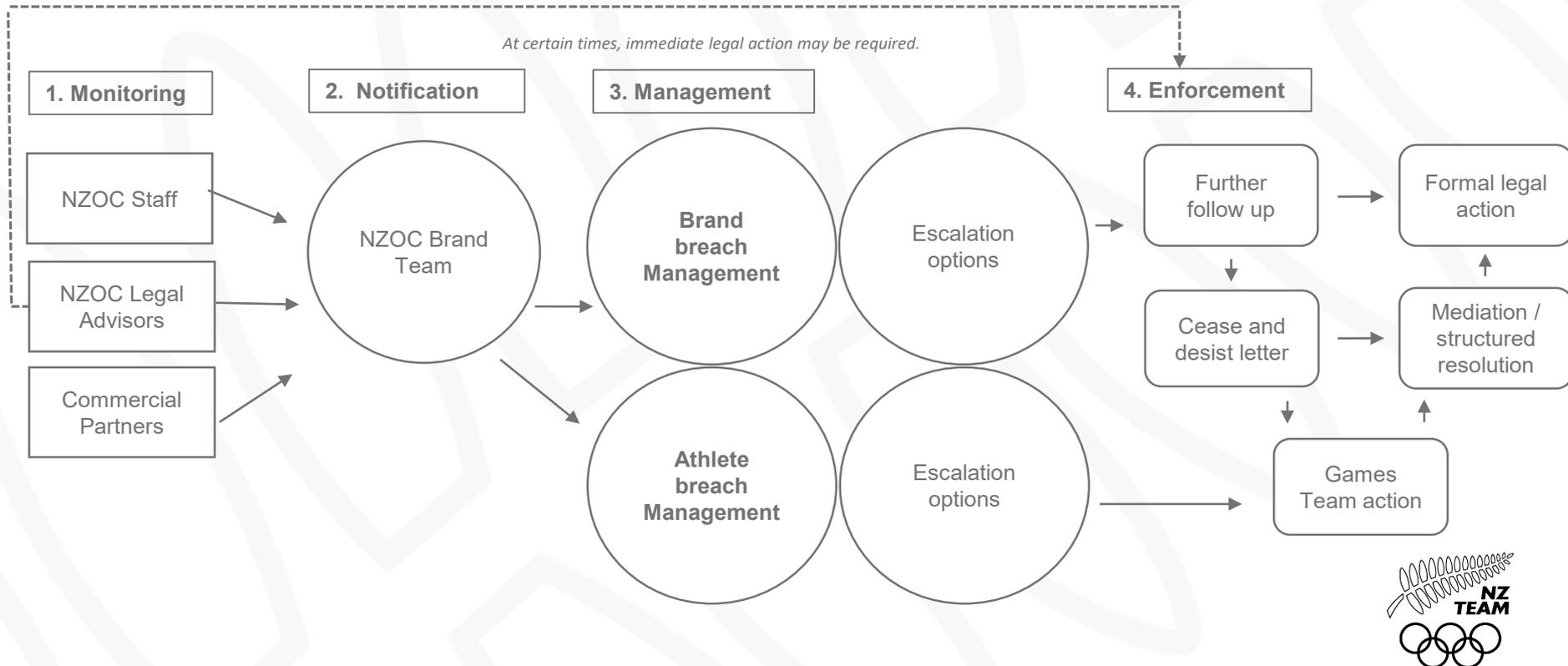


# SECTION 11: BREACHING THESE GUIDELINES – THE NZOC’S ENFORCEMENT PROCESS

The NZOC teams are available for advice in the development of activations – please contact [brand@olympic.org.nz](mailto:brand@olympic.org.nz) for more information. If you believe you have breached the laws set out in this document you will need to refer to your legal counsel.

Failure to comply can lead to athletes being removed from Games, and commercial fines for brands associated. The will work hand-in-hand with their legal advisors on all commercial breach matters.

The NZOC’s brand protection process is laid out below:



# SECTION 12: 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 13: TEAM MEMBERS USING SOCIAL MEDIA – GENERAL GUIDELINES

## 13.1: About these 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 (as applicable) 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](mailto:alex@olympic.org.nz)  
+6421 925392



# SECTION 13: TEAM MEMBERS USING SOCIAL MEDIA – GENERAL GUIDELINES

## 13.2 Relevant 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—  
take account of the communication principles; and  
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.



# SECTION 13: TEAM MEMBERS USING SOCIAL MEDIA – GENERAL GUIDELINES

## 13.3 General principles for using social media

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
- Affect sponsorships, 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))



# SECTION 13: TEAM MEMBERS USING SOCIAL MEDIA – GENERAL GUIDELINES

- 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, who may include:

- Fans and followers (of all ages)
- Friends and family
- Media / bloggers
- Wider New Zealand 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.



# SECTION 13: TEAM MEMBERS USING SOCIAL MEDIA – GENERAL GUIDELINES

## 13.4 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 cyber-bully may be known to the target or be a stranger. A cyber-bully may be anonymous and may encourage involvement of other people online who may not even know the target.

The NZOC urges every member of the New Zealand Team to be aware of the above cyber-bullying characteristics. Often actions of cyber-bullies 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.

## 13.5 Cyber-Bullying Prevention and Reporting

- Capture the cyber-bullying incident (via screenshot, saving etc)
- 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.)
- Remove yourself and encourage others to remove themselves from the conversation.



# SECTION 13: TEAM MEMBERS USING SOCIAL MEDIA – GENERAL GUIDELINES

## 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

## 13.6 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;
- Be aware of who you add as a friend on social media;
- Hide your friends lists so that imagery and information cannot be obtained via friend accounts.

## 13.7 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.

*Reporting social media posts:*

### **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'*



# SECTION 13: TEAM MEMBERS USING SOCIAL MEDIA – GENERAL GUIDELINES

## 13.8 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.

## 13.9 Getty Images for athletes

Access at: <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](http://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