

SRD INDIVIDUAL ATHLETE SPONSORSHIP POLICY

1. Introduction

With the level of public funding dwindling and the competition for corporate dollars increasing, many national sport organizations are experiencing significant financial constraints in accomplishing their objectives. In many instances, organizations are having to reduce the level of support that had previously been afforded high performance athletes. These athletes have thus been forced to absorb a significant portion of this financial burden in order to maintain a training and competition program that will support improved performances.

Fortunately, over the past few years, athletes have had increased opportunities to partner with the corporate sector for "commercial endorsements" and sponsorships. These opportunities are extremely valuable both to the athlete and to the national sport organization as a result of the indirect exposure afforded the sport in general and the financial stability for the athlete.

The Sprint Racing Discipline requires clear guidelines in the area of individual athlete sponsorship to ensure that the interests of all parties are protected to the greatest degree possible.

2. Athlete Eligibility

Rules of the International Canoe Federation (ICF) specify the commercial, advertising and endorsement terms for athlete eligibility for all events sanctioned by the ICF. Rules of the International Olympic Committee (IOC) specify the commercial, advertising and endorsement terms for athlete eligibility for all events sanctioned by the IOC. Violation of these rules can result in penalties and sanctions against both the athlete and the National Federation. A brief synopsis of the relevant rules for these international bodies is as follows:

2.1 Rules of the International Canoe Federation:

A competitor may not allow his name, person, picture or sports performance to be used for advertising, except when his National Olympic Committee (NOC) or National Federation (NF) enters into a contract for sponsorship or equipment. In such case, all payments must be made to the ICF, NOC or the NF, never the competitor. The ICF is entitled to ask for copies of such contracts at any time in accordance with Article 26 of the IOC Charter.

At the 1992 ICF Congress, all rules and limitations for trade marks and emblems at ICF World Championships in all disciplines were deleted, with the exception of prohibiting tobacco advertising. The Olympic Games are an exception to this policy. Every reimbursement resulting from such contracts may go only to the National Federation (NF). All contracts or agreements between athletes and commercial companies, organizations or individuals must be authorized by the NF.

2.2 Rules of the International Olympic Committee:

Bylaw to Rule 61 of the IOC Charter stipulates that no form of publicity or propaganda, commercial or otherwise, may appear on any article of clothing or equipment whatsoever worn by athletes or other participants in the Olympic Games with the exception of the manufacturer identification as defined below:

- 2.2.1 manufacturer identification cannot appear more than once per item of clothing and equipment
- 2.2.2 clothing - manufacturer identification cannot exceed 12 cm²
- 2.2.3 equipment - manufacturer identification cannot exceed 60 cm² and cannot be greater than 10% of the surface area of the equipment exposed during competition
- 2.2.4 headgear and gloves - manufacturer identification cannot exceed 6 cm²
- 2.2.5 shoes - manufacturer identification cannot exceed 6 cm²

3. General Principles

The following principles shall govern all individual athlete sponsorships or endorsements:

- 3.1 CCA must approve and sign all personal endorsements and has the right to disapprove any which may not be in the best interests of the Association, team or athlete. Such approval shall not be unreasonably withheld.
- 3.2 CCA recognizes the rights of individual athletes to secure their futures through the use of personal endorsements and shall make all reasonable efforts to promote the endorsement potential of athletes within existing international and Canadian regulations.
- 3.3 The eligibility of the athlete must never be jeopardized by any commercial involvement.
- 3.4 The properties of the CCA may not be used in any form of athlete personal endorsement without the prior approval of the CCA.
- 3.5 The CCA has the right to define full or limited sponsor exclusivity and various rights of refusal associated with such agreements. This includes the right to reasonably assign such limitations to personal endorsement agreements.
- 3.6 CCA has the unconditional and exclusive right to enter into overall sponsor, supplier or commercial agreements on behalf of Association teams, groups, events or programs.
- 3.7 Athletes under the CCA jurisdiction are required to abide by all overall Association or Team agreements, and may be prohibited or restricted from entering into private agreements with other commercial sponsors who may be deemed to be competitors with these Association sponsors.

- 3.8 Athletes and/or their agents may not negotiate, sell or otherwise offer the use of any Association, team, event or program properties for the use of private commercial sponsors without the prior written consent of the CCA.
- 3.9 CCA programs take precedence over all other activities including those which may be associated with personal endorsement contracts.

4. Association, Team and Individual Properties

4.1 Individual Athlete Properties:

- 4.1.1 When acting as an individual, the personality of an athlete has associated endorsement properties. These properties are the personal property of an individual athlete. CCA has no rights to market them except with the expressed consent of the athlete.
- 4.1.2 The properties which are the exclusive right of an individual athlete, when not associated with the team under the circumstances noted include:
- name
 - image
 - photograph
 - likeness
 - autograph or signature
 - verbal or written endorsement
 - voice
 - film or video image
 - personal appearances
- 4.1.3 Athletes may choose to negotiate agreements via a separate agent or other third party. In the absence of a separate agent or other third party, the CCA will act as agent on behalf of the national team athletes.
- 4.1.4 For any personal athlete endorsement wherein there is a request for any CCA properties to be involved, included in or displayed in any fashion, the CCA has the right to charge a fee prior to authorizing the use of such properties.

4.2 Association, Team or Event Properties:

- 4.2.1 A specific photograph, sketch, likeness, signature or other similar individual or group athlete image **identified by uniform, clothing, equipment or activity** as part of the CCA or National Team is CCA property and belongs solely to the Association.
- 4.2.2 An athlete under the jurisdiction of the CCA is considered to be engaged in Association or team activity under the following circumstances:
- 4.2.2.1 when wearing any item of supplied team clothing or equipment

- 4.2.2.2 when engaged in training or competition activity which is sanctioned, funded or part of approved Association development activities
 - 4.2.2.3 when appearing in single or group photos of teams or competition activities
 - 4.2.2.4 when travelling as a team or while in vehicles identified as team equipment
 - 4.2.2.5 when identified in advertising and promotion together with team or CCA logos, insignia, official phrases or other merchandising properties
 - 4.2.2.6 while engaged in promotion on behalf of the CCA, team and/or Official Sponsor/Suppliers such as fundraising, book promotions etc.
 - 4.2.2.7 when appearing or identified in advertising of Team goods, products or services provided to athletes by official suppliers
- 4.2.3 For an individual personal endorsement which involves no use whatsoever of any Association or team property, the following shall apply:
- 4.2.3.1 the CCA must be a signatory to any such agreement;
 - 4.2.3.2 the CCA has the right to levy an administrative fee to cover time, materials and legal costs involved in the approval of such agreements;
 - 4.2.3.3 the agreement must conform to International eligibility rules and CCA policies.
 - 4.2.3.4 Association or team properties may not be used in any individual athlete endorsement without prior approval. The CCA has the right to charge a fee payable to the CCA for the use of such properties. In this instance, the amount of the fee will be determined on a case-by-case basis, in consultation with the athlete (agent) and commercial client.

5. Corporate Identification on Competition Apparel

- 5.1 National Team Competition Apparel will display the CCA name and logo, as well as selected names and logos of CCA sponsors and suppliers. Corporate identification of individual athlete sponsors or endorsers cannot be displayed on National Team Competition Apparel when the athlete is under the jurisdiction of the CCA as previously defined. National Team Competition Apparel may include the following:

Parade Jacket and Pant
 Racing Shirts
 Training Suits
 Hats

Head Bands
Training Shoes
Eyewear/Sunglasses
Socks

This list can be expanded at the discretion of the CCA as equipment is provided by team suppliers.

- 5.2 At the discretion of the CCA, corporate identification of an individual athlete sponsor or endorser can be displayed on the athletes' National Team Competition Apparel. If such is the case, specific terms guiding the display and use of the corporate identification will be identified by the CCA on an individual basis.

6. Corporate Identification on Equipment:

- 6.1 No corporate identification of individual athlete sponsors or endorsers may be displayed on the athlete's equipment (boat and paddle) that is in violation of the rules of the IOC and the ICF under any circumstances.
- 6.2 Corporate identification of individual athlete sponsors or endorsers may be displayed on the athlete's equipment when the athlete is under the jurisdiction of the CCA under the terms identified below.
- 6.2.1 Providing association with the individual athlete sponsor does not violate existing or pending agreements between the CCA and a CCA corporate sponsor or supplier, (i.e. falls into an industry category of an existing or pending CCA corporate partner), corporate identification can be displayed on a maximum of 50% of the four viewable surfaces of the boat (four boat surfaces are left and right decks and left and right sides).
- 6.2.2 Providing association with the individual athlete sponsor does not violate existing or pending agreements between the CCA and a CCA corporate sponsor or supplier, (i.e., fall into an industry category of an existing or pending CCA corporate partner), corporate identification can be displayed on a maximum of 50% of the two viewable surfaces of the paddle (front and back surface).
- 6.2.3 For crew boats, providing association with any individual athlete or crew boat sponsor does not violate existing or pending agreements between the CCA and a CCA corporate sponsor or supplier, (i.e. fall into an industry category of an existing or pending CCA corporate partner), corporate identification can be displayed on the boat and paddles in the same manner identified in points 1) and 2) above. The total available surfaces on the boat and paddles for individual athlete or crew boat sponsor are to be divided equally amongst all crew members. Should a crew member not wish to use their share of available surface, remaining crew members can negotiate access to the relevant surface for their individual or collective display.
- 6.2.4 If an athlete or crew has an existing or pending agreement with a sponsor or supplier in the same industry category and or in conflict with an

existing or pending CCA corporate partner, corporate identification cannot be displayed on the athlete's equipment when the athlete is under the jurisdiction of the CCA as previously defined. In the instance that the athlete has a signed endorsement/sponsor contract with a sponsor or supplier in an industry category in conflict with a pending CCA corporate partner, the CCA may negotiate compensation for the athlete for the remainder of the term of the contract prior to finalizing an agreement with the CCA corporate partner. The CCA, on annual basis, will publish a list of all existing and pending CCA corporate partners in sufficient time as to not impinge the athlete's ability to secure individual sponsorship.