

# NATIONAL FEDERATION COMMERCIAL ACTIVITIES BY-LAW



# NATIONAL FEDERATION COMMERCIAL ACTIVITIES BY-LAW OF THE AUSTRALIAN OLYMPIC COMMITTEE

## 1 / INTERPRETATION

1.1. In this By-Law, the following words have the following respective meanings:

<b>AOC</b>	means the Australian Olympic Committee Inc., AOC Executive or any commission or committee established by the AOC Executive pursuant to the Constitution of the AOC.
<b>Games</b>	means the Olympic Games, Olympic Winter Games, Youth Olympic Games, Youth Olympic Winter Games or any other sporting competition or event in which any Team is to compete or participate.
<b>NF</b>	means any National Federation which is a member of the AOC.
<b>OCOG</b>	means the Organising Committee responsible for the organisation and staging of the Games.
<b>OIPA</b>	means the Olympic Insignia Protection Act 1987 as amended.
<b>Olympic Village</b>	means the official accommodation facilities for athletes and officials participating in the Games provided by the OCOG and known as the "Olympic Village".
<b>Team</b>	means any team selected by the AOC.
<b>Games Period</b>	means, in respect of a Games, the period commencing at the earlier of:  A / the opening of the Olympic Village; and  B / the assembly of the Team for those Games under the control and authority of the Chef de Mission appointed in respect of that Team;  and concluding at midnight the day after the closing ceremony of those Games except for the period prescribed by Rule 40(3) of the Olympic Charter which is the period starting from and including nine days prior to the Opening Ceremony and ending on the end of the third day after the Closing Ceremony.

1.2.

- (1) Words not defined in this By-Law have the meaning ascribed to them in the Constitution of the AOC unless a contrary meaning appears from the context.
- (2) Reference to:
  - (a) the singular includes the plural and the plural includes the singular; and
  - (b) a person includes a body corporate.
  - (c) if a person or NF to whom this By-Law applies consists of more than one person, then this By-Law binds them jointly and severally.
  - (d) headings are for convenience only and do not form part of this By-Law or affect its interpretation.
  - (e) "including" and similar words are not words of limitation.
  - (f) where a word, or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

## 2 / OBLIGATIONS

- 2.1. In addition to the obligation of NFs (as members of the AOC) to observe the Constitution and By-Laws of the AOC including any guidelines issues thereunder, all assistance provided by the AOC to NFs is conditional upon them observing this and other By-Laws and such guidelines of the AOC.
- 2.2. A NF must provide appropriate recognition of the assistance provided to it by the AOC upon reasonable request by the Chief Executive Officer.

## 3 / COMMERCIAL ACTIVITIES

- 3.1. Unless the Chief Executive Officer has given her prior written consent, a NF must not, and must not authorise or permit any third party to conduct or organise any advertising, marketing or fundraising activities or programme in which:
  - (1) reference is made to:
    - (a) the AOC, the IOC or the Olympic Movement;
    - (b) the Games;
    - (c) any sporting event or competition organised by the AOC; or
    - (d) any Team;or
  - (2) the NF or any team selected by the NF is represented as having the sponsorship or approval of or is associated or affiliated with:
    - (a) the AOC, the IOC or the Olympic Movement;
    - (b) the Games;
    - (c) any sporting event or competition organised by the AOC; or
    - (d) any Team;or
  - (3) there is use of:
    - (a) the words "Olympic", "Olympiad", "Olympian" or their plurals or "Olympic Games",
    - (b) the designs protected pursuant to OIPA or other intellectual property of the AOC; or
    - (c) any photograph, image or representation of a ceremony, event or competition of a Games;except as permitted under the OIPA.
- 3.2. The Chief Executive Officer will grant consent under clause 3.1 of this by-law where a NF establishes to the Chief Executive Officer's satisfaction that there has not been nor is there is not likely to be:
  - (1) a breach by the NF of the OIPA;
  - (2) any damage caused by the NF to the AOC's programmes in respect of marketing, licensing or fundraising; or
  - (3) a lowering of the AOC's standing in the community;as a result of a NF's activities. The consent may be unconditional or conditional as the Chief Executive Officer determines in any particular instance.
- 3.3. Each NF must provide such assistance and information to the AOC as the Chief Executive Officer may reasonably request from time to time in order that the AOC may better take action to prevent ambush marketing of the AOC, any Games or Team or any sponsor or other commercial supporter of the AOC.

#### **4 / FUNCTIONS & SPORTING EVENTS**

- 4.1. Unless the Chief Executive Officer has given her prior written consent, during a Games Period a NF must not promote or conduct or permit or authorise the promotion or conduct of:
- (1) any function conducted for commercial purposes; or
  - (2) any function that could be reasonably regarded as being commercial in nature; or
  - (3) any sporting competition or event;
- in which members of a Team are to participate or compete regardless of whether the Team members are competing or participating as members of the Team or otherwise.
- 4.2. The Chief Executive Officer may give her consent under clause 4.1 on such terms and conditions as he deems appropriate.

ADOPTED as a By-Law of the AOC by the Executive on 22 March 2002 effective immediately.

AMENDED on 14 August 2009 both the adoption and amendment effective from 14 August 2009.

AMENDED on 21 October 2013; both the adoption and amendment effective from 21 October 2013.

AMENDED on 6 August 2015; both the adoption and amendment effective from 6 August 2015.