

TEAM 2012: THE BALANCE OF RIGHTS TO SPONSORS AND PROTECTION OF ATHLETES

1. Sponsorship is only available to Olympic and Paralympic Games Partners – a limited scope of companies, these partners have to pay extra to secure the rights to Team 2012. They understand the ‘rules of engagement’.
2. All existing athlete and NGB sponsorship contracts are honoured. The athlete will not be required to do any appearances or have their image used by a Team 2012 Sponsor in the categories covered by those contracts.
3. The definition of “existing” has been extended to include any new agreement that the athlete and/or NGB enters into with a competitor of a Team 2012 Sponsor at any time during the period of the Deed.
4. The use of athletes for appearances and in images is designed to create and enforce a **collective** presentation of the entirety of Team 2012 (ie. 1400 athletes on the WCPP). This is achieved by a number of mechanisms:
 - Athlete images can only be used as a collective of 4 athletes from 3 sports minimum, with no undue prominence
 - Representation of Medallists / Non Medallists on a 1:3 basis on all images
 - Sponsors cannot select a specific athlete – they can only request from a category of athlete (eg medalist, non-Olympian/Paralympian). This will only be sport specific at a level below Olympian/Paralympian (where the pool of available athletes is greatest.)
 - An athlete can only be used once by any one sponsor per year in any promotional or marketing campaign
 - For appearances, the BOA will select the athlete in conjunction first with the NGB based on the following criteria: lack of conflict, fit with their training and competition schedule
5. The future freedom of athletes to sign new commercial contracts is granted. Even with the category of sole ‘Presenting Partner’ (eg. BA for airlines), the athlete is free to sign a deal with any competitor of BA (or indeed BA themselves). The two caveats to this are:
 - (a) For a non exclusive deal, the athlete is required to ensure that their new partner (eg Virgin Airlines) has a clause in their contract that recognises the existing obligation to BA.
 - (b) For an exclusive deal, a ‘carve out’ from Team 2012 can be created if the deal is recognised as bona fide. Notwithstanding Team 2012’s right to protect itself from ‘ambush and undercutting’ this exclusion will not be unreasonably withheld or delayed. The consideration will be made in partnership by BOA (on behalf of NGBs and Team 2012) and the BAC (on behalf of the athletes) based on information provided.
6. For all other Team 2012 partners, and thus their categories of business, there is no prevention or restriction of athletes to sign with a competitor of that sponsor. [So if Lloyds is a sponsor of Team 2012, but not presenting partner, then a WCPP athlete is free to sign with Barclays, and will then be excluded from any obligations to Lloyds within the Team 2012 agreement and activation for this sector.]