



International  
**Paralympic**  
Committee

## **IPC Athlete and Participants' Image Policy**

**PyeongChang 2018 Paralympic Winter Games**

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**International Paralympic Committee**

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## 1 The Rule in the Eligibility Code Form

The IPC Handbook states:

*"to be eligible for participation in the Paralympic Games a competitor must comply with, observe and abide by the rules of the IPC and must be entered by his/her National Paralympic Committee. Every competitor shall abide by the IPC Eligibility Code".*

According to paragraph 8 of the PyeongChang 2018 Eligibility Code, an athlete agrees:

*"not to allow my person, name or image or sport performance(s) to be used for advertising purposes during the Paralympic Games, save in accordance with the IPC Athlete and Participants' Image Policy for the PyeongChang 2018 Paralympic Games."*

This policy applies to the use of the person, name, picture, image, likeness or sports performance (the "Attributes") of a competitor, coach, trainer or official (hereinafter jointly referred to as "Participants") participating in the PyeongChang 2018 Paralympic Winter Games (hereinafter the "Paralympic Games"), during the period of Paralympic Games. For these purposes, the relevant period begins at the date of the opening of the Paralympic Village and concludes at the end of the third day after the date of Closing ceremony of the Paralympic Games, i.e. 3 March 2018 until 21 March 2018 (hereinafter the "Paralympic Games Period").

## 2 The Purpose of the Rule

The purpose of this rule is to prevent ambush marketers from using their association with Participants to suggest or imply that they have an association with the Paralympic Games, a Paralympic Team or the Paralympic Movement. Such unauthorised association undermines the exclusivity that the IPC, PyeongChang 2018 and/or NPCs can offer to official partners. Without this investment from official partners, the Paralympic Games and Paralympic Teams cannot be adequately financed and the Paralympic Movement cannot achieve its vision to enable Parathletes to achieve sporting excellence to inspire and excite the world. The suggestion of an official association with the Paralympic Movement through use of athletes (or other Participants) and their image is particularly powerful during the Paralympic Games Period.

## 3 The General Principle

Further to the rule in the Eligibility Code, Participants may receive waivers for use of their Attributes during the Paralympic Games Period as specified in this policy.



The following activities are permitted:

- 3.1 the use of a Participant's Attributes for advertising purposes by a company or brand where such use clearly does not create, whether directly or indirectly, the impression of a commercial connection between, on the one hand, the company or brand and, on the other hand, the Paralympic Games, the IPC, the Paralympic Movement, PyeongChang 2018, or the Participant's National Paralympic Committee or National Paralympic Team; and
- 3.2 with a waiver, the use of a Participant's Attributes by Paralympic sponsors and Paralympic Broadcasting Rights Holders (hereinafter the "Paralympic Commercial Partners") in compliance with the conditions set out in clauses 4 and 6 below.

## 4 Notification and Application Process

- 4.1 The following notification and application process applies in cases of the intended use of a Participant's Attributes during the Paralympic Games Period:

### 4.1.1 For Non-Paralympic Commercial Partners:

The use of a Participant's Attributes during the Paralympic Games Period by a company or brand that is not a Paralympic Commercial Partner (hereinafter the "Non-Paralympic Commercial Partners") is permitted only if the requirements of 3.1 are satisfied. In order to assess whether 3.1 is satisfied, any Participant that intends to permit the use of their Attributes by a Non-Paralympic Commercial Partner shall notify the relevant Games party (defined below) and shall (or shall cause his agent or the applicable Non-Paralympic Commercial Partner to) supply full details of the identity of the Non-Paralympic Commercial Partner, a contact name and details within the Non-Paralympic Commercial Partner, with a description of the intended use of the Participant's Attributes (nature and scope of the intended campaign), as well as such other information as may be requested by the relevant Games party.

The 'relevant Games party' is:

- in cases where the use of the Participant's Attributes is intended to be international (i.e. in more than one country), the IPC;
- in cases where the use of the Participant's Attributes is intended to be national (i.e. in one territory), the Participant's NPC and, should the use be in the territory of an NPC other than the Participant's NPC, such other NPC; and



- in cases where the use of the Participant's Attributes is intended to be in the host territory for the Paralympic Games, PyeongChang 2018.

The relevant Games party has the right to deny the proposed use of the Participant's Attributes on the grounds that the requirements of 3.1 will not be met.

#### **4.1.2 For Paralympic Commercial Partners:**

Paralympic Commercial Partners that intend to use a Participant's Attributes during the Paralympic Games Period shall notify the relevant Games party and shall supply full details of the intended use of the Participant's Attributes (nature and scope of the intended campaign).

The 'relevant Games party' is:

- in cases where the use of the Participant's Attributes is intended to be by a Paralympic Commercial Partner that has an agreement with the IPC or is a Paralympic Broadcasting Rights Holders, the IPC;
- in cases where the use of the Participant's Attributes is intended to be by a Paralympic Commercial Partner that has an agreement with an NPC, that NPC and, should the use be in the territory of an NPC other than the Participant's NPC, such other NPC; and
- in cases where the use of the Participant's Attributes is intended to be by a Paralympic Commercial Partner that has an agreement with PyeongChang 2018.

**4.2** Notifications, applications and all supporting documentation shall be submitted electronically and should be responded to within 21 days. If the IPC, NPC or PyeongChang 2018 (as the case may be) does not respond within the 21-day period, the application for use by a Paralympic Commercial Partner shall be deemed authorised. Deemed authorisation shall not apply to Non-Paralympic Commercial Partners.

**4.3** The IPC, the relevant NPC(s) and PyeongChang 2018 may refer applications to each other for further assessment.

## **5 Non-Paralympic Commercial Partners – Inadmissible Practices**

By way of illustration, the following practices by Non-Paralympic Commercial Partners are strictly prohibited, including during the Period of the Paralympic Games:



- Any use of the Paralympic Properties as defined in the IPC Bylaw on Intellectual Property Rights (see IPC Handbook, section I, chapter 2.9 at <http://www.paralympic.org/the-ipc/handbook>), or any NPC or PyeongChang 2018 related symbol, design or terminology protected under national legislation, trademark or copyright law, or of any symbol, design or terminology or expression creating a risk of confusion with these properties.
- Any express or implied written/visual allusion to the Paralympic Games.
- Any use of the image of a Participant taken during the Paralympic Games in combination with a company or brand unless it is impossible to identify the fact that the image was taken during the Paralympic Games and no reference is made to the Paralympic Games.
- Any use of the image of a Participant in an advertising campaign which was started at such time before the Paralympic Games Period whereby the advertising campaign creates the impression of a commercial connection between the Non-Paralympic Commercial Partner and the Paralympic Games or that it is run to benefit from the appeal of the Paralympic Games.
- Any reference to a Participant's role in the Paralympic Games, or to a Participant's performances during the Paralympic Games, or during any past editions of the Paralympic Games.
- Any use of the "Paralympic listed terms or expressions" alongside the Participant's Attributes.
- Any use of a term or expression alongside the Participant's Attributes so closely resembling one of the "Paralympic listed terms or expressions" as to be likely to be mistaken for such term or expression.

*"Paralympic listed terms or expressions" include the following:*

- Paralympic
- Paralympics
- Paralympic Games
- Paralympian(s) (except as included in a balanced biographical reference)
- The Paralympic motto "Spirit in Motion" and any translation of the Paralympic motto
- Any use of other "Paralympic-related terms" in such a way as to imply an association between, on the one hand, the Participant and, on the other hand, the Paralympic Games, the IPC, an NPC or PyeongChang 2018.

*"Paralympic-related terms" include the following, depending upon context:*

- 2016
- Gold
- Medal
- Victory
- Pyeongchang
- Silver
- Performance
- Sponsors



- Games
- Bronze
- Summer

## 6 Paralympic Commercial Partners – Usage Guidelines

### 6.1 Permitted usage

The following provisions apply to the use by Paralympic Commercial Partners of a Participant's Attributes during the Paralympic Games Period.

In addition to any approved use under 3.2, Paralympic Commercial Partners may use a Participant's Attributes in authorised communications, which shall mean:

- I. supporting messages expressing the encouragement to a Participant or the NPC Paralympic Team in view of their participation in the Paralympic Games;
- II. congratulatory messages praising the athlete or the NPC Paralympic Team for their achievement at the Paralympic Games; and
- III. any other Paralympic-related activation of their Paralympic sponsorship, including advertising/promotions and social media campaigns subject to the terms of their sponsorship agreement and the cumulative conditions outlined immediately below.
  - NPC sponsors may use, for Authorised Communications only, the image of a Participant or of the NPC Paralympic Team, within the territory of the NPC in which it is a sponsor.
  - Broadcasting Rights Holders may use, for Authorised Communications only, the image of a Participant or of the NPC Paralympic Team in the Territory for which such Broadcasting Rights Holder has been granted rights.
  - Authorised Communications may not under any circumstances make references to direct use of any product or service that enhances performance in practicing or competing in sport. This includes references such as “official product” of the Participant or the Team.
  - Participant's Paralympic biographical references may only be used in a factual manner (e.g., 2012 Paralympic Gold Medallist).

### 6.2 Clothing requirements

When the Participants Attributes are being used by a Paralympic Commercial Partner in accordance with the terms of this Policy the Participant must appear dressed:

- I. in their National Paralympic team uniform or clothing (as defined by their NPC)
- II. in generic, unbranded clothing, or



- III. with the express approval of their NPC, in other clothing branded in accordance with IPC Manufacturer Identification Guidelines - PyeongChang 2018 Paralympic Games.

## **7 NPC and PyeongChang 2018 Policies**

Each NPC and PyeongChang 2018 may establish its own policies, rules and contracts for enforcement of this IPC Athlete and Participants' Image Policy within its own territory, subject to applicable laws and regulations. An NPC or PyeongChang 2018 may restrict or prohibit the use of Participant's Attributes by Non-Paralympic Commercial Partners within its own territory, subject to applicable laws and regulations. Each NPC and PyeongChang 2018 will be primarily responsible for the communication and implementation of this Policy within its own territory.

## **8 Other Consent**

The usage of a Participant's Attributes must respect the Participant's individual rights including the need to obtain the Participant's prior written approval.