

WORLD ROWING STRATEGIC EVENT ATTRIBUTION PROCESS

MERCHANDISING AND LICENSING POLICY



This Merchandising and Licensing Policy document shall apply to the bidding organisations for a World Rowing and/or European Rowing event (“the Event”) and also to the appointed Organising Committee for the Event (“the OC”). This document shall become of legal effect upon signature of the acknowledgement in Part C of the Bid Questionnaire by an authorised representative of the Member Rowing Federation and the potential Organising Committee confirming that the terms described in this “Merchandising and Licensing Policy for Organising Committees of World Rowing and European Rowing Events”, have been read, understood and accepted.

1. Merchandising and Licensing: An Explanation

In 2010 World Rowing (formerly known as “FISA”) conducted a strategic re-assessment exercise to review all elements connected to the logo and website. The rebranded World Rowing Mark creates a new, unique and more valuable brand-asset drawn from the values that define the sport of Rowing and from those who participate in it. This rebranding exercise included a new merchandising and licensing strategy that aims to promote and develop the World Rowing brand more effectively through the commercial exploitation of all marks that incorporate the World Rowing Brand and create a reasonable financial model for the licensees that are appointed to carry it out. In order to achieve this promotion and development on a global basis, World Rowing has appointed a number of official licensees in key territories with the responsibility and authority to exploit the World Rowing Marks (as defined below) on an exclusive basis (as defined below) in their designated territory. This exploitation is at their own risk and cost with no risk whatsoever for World Rowing or its Organising Committees.

Each Official Licensee manufactures, advertises, sells and promotes a World Rowing-approved range of clothing and other branded articles bearing the World Rowing Marks. They also sell and promote them at multiple events, through their website and via www.worldrowing.com.

In this policy document the term “World Rowing Marks” means: the official names and logos of FISA, World, and European Rowing, as well as the Marks of the Event and other World and/or European Rowing events (that have been created with the input of the OCs) and/or such other logos, devices (such as a mascot) as may be approved by World Rowing from time to time, together with any other logos, designs, designations and marks which are owned and controlled by the World Rowing at any time.

In this Policy Document the term “Exclusive” means: an exclusive, non-transferable license to manufacture, market, advertise and sell the Licensed Products (as defined below) within the Licensed Territory. For this purpose, “Exclusive” shall also mean that World Rowing shall not authorise any other third party or permit its Organisers to authorise any other party to

manufacture market or sell Licensed Products in conjunction with or bearing any of the World Rowing Marks within the designated Territory of its Official Licensees.

In this Policy Document the term “Licensed Products” means: those products which have been approved by World Rowing for the Licensee to manufacture, market, advertise and sell within the designated territory in conjunction with any of the World Rowing Marks (as such may be amended fromtime to time).

2. Obligations and Duties for the OC in Connection with World Rowing’s Merchandising and Licensing Policy

The OC shall:

- a. Receive from World Rowing a royalty payment of 10 percent of the invoiced sales price of each article of the World Rowing merchandise bearing the Event logo that has been sold on-line, at the Event and/or other events by the Official Licensees. The Official Licensees will also sell articles uniquely World Rowing, European Rowing, or FISA branded.
- b. Allocate prime locations in the athletes’ area, the spectators’ area(s) and/or the exhibition area for the siting of its World Rowing merchandise-retail tents for the duration of the Event in order that World Rowing may exploit (or appoint others to exploit for and on its behalf), its merchandising rights to their fullest extent as specified in the hosting agreement. The dimensions of such tents are (approximately) 12m x 10m (for the spectators’ area) and 12m x 12m (for the athletes’ area) and a parking space shall also be required, plus electric power connected to each tent from the first to the last day of the Event. Placement and all other details shall be agreed on a Venue site visit; and
- c. **For the World Rowing Championships:** Purchase all clothing and related premium articles bearing the Event Mark (such as volunteer T-shirts, caps, pins, give-aways, clothing for officials, etc.) from World Rowing’s appointed Official Licensee in the territory of the Event.
- d. **For all other Events:** purchase all premium articles bearing the World Rowing Cup name and/or logo (such as T-shirts, caps, pins, mascot (if such is approved by World Rowing), give-aways and, unless otherwise and specifically agreed by World Rowing, any clothing for officials and volunteers etc., from World Rowing’s appointed Official Licensee. In the case that World Rowing agrees in writing that the Organisers may source their clothing (only) for officials and

volunteers etc. from another supplier than World Rowing's Licensee, the Organisers undertake to procure that their supplier shall comply with World Rowing's requirements in terms of its environmental and ethical sourcing, production, design, use of the Event Logo and quality of product(s).

However, in respect of all Events, the OC:

- e. shall not design, produce or sell, or permit others to design or produce or sell any merchandise or other give-away items which feature the World Rowing and/or FISA and/or European Rowing Mark(s) and/or any mark connected with the Event in any way whatsoever or intended to be similar in their design and appearance such that (in World Rowing's sole opinion) the Rowing communities and the public might be confused as to whether they are connected thereto;
- f. shall, if it becomes aware of any infringement or threatened or possible infringement, dilution, counterfeiting scheme or any common law "passing off" in relation to the Intellectual Property Rights in and to the World Rowing Marks, promptly inform World Rowing of the same and shall co-operate in taking such action as the World Rowing may reasonably request in order to protect such Marks against the same (provided that it is indemnified by World Rowing for such costs as it reasonably incurs in taking such action).

3. Other Provisions

- a. World Rowing reserves the right to review and amend this policy from time to time;
- b. If the OC breaches any provision(s) of this Merchandising and Licensing Policy and, where capable of remedy, fails to do so within 24 hours after receiving notice from World Rowing requiring it to be remedied, then World Rowing (without prejudice to any other right or remedy it may have in respect of such breach) reserves the right to terminate the arrangement in 2a. above.