



# Advertising, Promotion and Social Media Guidelines

PARALYMPICS NEW ZEALAND (PNZ)

VERSION AT 5 MARCH 2020

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# 1. INTRODUCTION

The primary role of the Paralympics New Zealand (**PNZ**) is to select and lead the New Zealand Paralympic Team (**NZ Paralympic Team**) to the Paralympic Games (**Games**).

Paralympics New Zealand (**PNZ**) is the National Paralympic Committee (**NPC**) for New Zealand. PNZ is a charity and the overall vision is 'Excellence & Equity through Sport'. As a member of the International Paralympic Committee (**IPC**), PNZ are part of a worldwide social change movement, which uses the power of sport to positively influence community perceptions of disabled people and to promote a more diverse and inclusive society.

To do this, PNZ support and celebrate the achievements of Para athletes at international and national competitions all year round. Every two years, PNZ leads New Zealand Paralympic Teams (NZ Paralympic Team) to the Paralympic Games (Games). PNZ also works in the local community to advocate for sport to become more accessible for disabled people and to support the creation of more systems and programmes to enable participation in Para sport. PNZ's role is also to protect the International Paralympic Committee (IPC) and Paralympic Games brands in our territory, ensuring all brand elements are used within guidelines and within New Zealand law, and to monitor and act on any ambush marketing.

## 1.1 Paralympic Brand / Rights

The **IPC** owns the commercial and intellectual property rights associated with the Paralympic Games (**Paralympic Properties**).

The Paralympic Properties include:

- The Paralympic Symbol and the Paralympic Motto;
- The words Paralympic, Paralympiad and Paralympian;
- Any Tokyo 2020 Paralympic Games intellectual property, including the words 2020 Games and the 2020 Games emblem, pictogram, graphics and mascot in relation to the Paralympic Games;
- The right to exploit and/or license all commercial rights associated with the Paralympic Games (including sponsorship, media, broadcasting and merchandising rights).

## 1.2 PNZ Rights and the Role of PNZ

PNZ owns and controls its own commercial and intellectual property rights (**PNZ Rights**). The PNZ Rights include:

- The PNZ name and logos;
- The exclusive right to leverage and license rights in relation to the PNZ Team attending the Games;
- Any content such as film, music, imagery, artwork created by PNZ.

Without the financial support of global and national Paralympic partners, we would be unable to send New Zealand Para athletes to the Games. Significant investment is made by our partners for the rights to use the PNZ Rights, and the ability to associate with the PNZ Team.



Ambush of these rights by other brands is illegal and detrimental to New Zealand Para sport and Para athletes. Ultimately, a loss in PNZ brand equity could result in less funding for our NZ Paralympic Team.

## 2. TOPLINE SUMMARY

The use of Paralympic Properties in New Zealand is reserved only for the IPC, PNZ and their valued commercial partners.

In addition:

**The Fair Trading Act 1986** prohibits a person or brand from making false or misleading representations that they have a sponsorship, approval, endorsement or affiliation with the NZ Paralympic Team or its Para athletes. (See page 6)

**The tort of passing off** provides additional protection to the Fair Trading Act, preventing unauthorised trading off Paralympic Games goodwill. This may include conduct that misleads or deceives consumers into thinking that a person has any sponsorship, approval, endorsement or affiliation when this is not the case. (See page 6)

**Therefore:**

BRANDS THAT SPONSOR PARA ATHLETES / TEAMS AND NOT PNZ must not reference the Games in any of their activations.

PARA ATHLETES must not reference their (non PNZ) sponsors in relation to any Games-specific activity or training.

**Commercial Waiver:**

A 'Protected Period' is put in place just before, during and just after the Paralympic Games. This period is from 18 August 2020 – 9 September 2020.

**During this time there is a blackout on any Para athlete's name or image being in market by their sponsors.**

Brands that are not PNZ Commercial Partners can apply for a commercial waiver in relation to their proposed use of a Para athlete's name/image in generic advertising during the Protected Period. Provided the use is in generic advertising and part of a campaign in market prior to 15 May 2020, PNZ may grant a commercial waiver.

Para athletes, Para athlete managers and sponsors can all apply for a Games Commercial Waiver using the online forms available [here](#)....

**ACCEPTABLE EXAMPLES OF BRANDED MESSAGING / CONTENT:**

<b>Message / Content:</b>	<b>Made by:</b>	<b>Reason it is acceptable:</b>
“Company X wishes Para athlete A good luck for the huge year ahead”	Company X (Non-Paralympic Partner)	There is no mention of the Paralympic Games specifically, even though it is implied. There is still a focus on all competitions in that year.
“Thanks (PNZ Partner) for this awesome product which is helping me as I train for Tokyo.”	Para athlete A	Para athlete A is permitted to create a connection between a PNZ Partner’s product/ service and the Games themselves
“Another gold medal for New Zealand at the Tokyo 2020 Paralympic Games!”	PNZ Partner brand, during Protected Period	A PNZ partner has the right to use these protected words, and to communicate this during the Protected Period. There is not a focus on one particular Para athlete.
“Good luck, Para athlete A”	Company X, posted before 14 August 2020 (Protected Period)	No direct Paralympic association is being made. As this is made before the Protected Period this would also be acceptable.

**UNACCEPTABLE EXAMPLES OF BRANDED MESSAGING / CONTENT:**

<b>Message / Content:</b>	<b>Made by:</b>	<b>Reason it is acceptable:</b>
“Company X is proud to support Para athlete A on their Road to Tokyo”	Company X (Non-PNZ Partner)	This is likely to mislead the public to believe Company X (a Non-PNZ Partner) has a direct association with the Paralympic Games.

## 3. LEGAL FRAMEWORK

### 3.1 Fair Trading Act 1986

The Fair Trading Act prohibits conduct in trade which is misleading or deceptive, or likely to mislead or deceive.

Further, and more specifically, under the Fair Trading Act no person in trade, in connection with the supply or possible supply of goods or services, may make a false and misleading representation that a person has any sponsorship, approval, endorsement or affiliation. Remedies for a breach of the Fair Trading Act include an injunction and an award of damages.

*Examples:*

- *'Company X is proud to support Para athlete A in their training for Tokyo'*
- *'A gold for Para athlete A! We're behind you all the way'*

### 3.2 Trade Marks Act 2002

A trade mark registration under the Trade Marks Act 2002 gives the proprietor of a mark the right to the use of the registered trade mark as a trade mark for the goods and/or services covered by the registration within New Zealand.

A person may infringe a registered trade mark if the person does not have the right to use the registered trade mark and uses in the course of trade a sign identical or similar to the registered trade mark in relation to identical or similar goods/services.

If a trade mark is infringed, the proprietor may seek remedies that include an injunction and an award of damages or account of profits.

*Example:*

- *Merchandise carrying the Paralympic emblem produced by any organisation without a commercial relationship with the PNZ or IPC*

### 3.3 Common law: Passing Off

In addition to breaches of the Fair Trading Act 1986, the common law provides protection from the tort of "passing off".

Passing off includes conduct that misleads or deceives consumers into thinking that a person has any sponsorship, approval, endorsement or affiliation when this is not in fact the case.



Conduct that otherwise misleads or deceives consumers may also amount to passing off. Remedies in a successful passing off action include injunctions and an award of damages or account of profits.

*Examples:*

- *'Company X is going for gold this July'*
- *Promotions themed around medals / Paralympic mascots / other Paralympic properties during or close to Games time*

NOTE: PNZ cannot provide legal guidance on any form of ambush marketing, however these guidelines and the PNZ Commercial Team can provide general guidance. PNZ strongly suggests that brands collaborate with their own legal counsel in any marketing activity.

### **3.4 Copyright Act 1994**

Copyright law provides for automatic protection for original works of authorship. It protects against the copying of a wide variety of works including, among others, original artistic and literary works. A person infringes copyright if the whole or a substantial part of a copyright work is copied without authorisation.

*Example:*

- *Unauthorised use of PNZ social media videos, footage and narratives*



## 4. PNZ COMMERCIAL PARTNERS

### 4.1 Rights held by Paralympic Commercial Partners

PNZ has two overall categories of commercial partners: domestic commercial partners (**PNZ Commercial Partners**) and Worldwide Paralympic Partners (**TOP Partners**).

PNZ Commercial Partners and TOP Partners have the ability to use the Paralympic Properties set out below in line with the rights specified in their contracts with PNZ or IPC, on the basis that every instance is approved in writing by PNZ (when NZ-specific content) or IPC (for TOP Partners using non NZ-specific content).

PNZ Commercial Partners may at any time:

- Use a Para athlete in advertising (whether a national or international campaign); and
- Issue congratulatory messaging

Provided that in each case the PNZ Commercial Partner shall ensure it:

- Is acting in accordance with the terms of its partnership agreement and securing prior approval for the proposed advertising from the IPC, Tokyo 2020 or PNZ
- Obtains any necessary consents from the Para athlete/s
- For national campaigns, has a partnership agreement with PNZ
- Does not make any claim or reference that its goods or services enhance sporting performance
- If granted permission, uses Para athletes in their NZ Paralympic Team uniform or clothing. Use of Para athletes in generic unbranded clothing must comply with the IPC Manufacturer Identification Guidelines, which are available from the PNZ Commercial Team.

### 4.2 Use of protected words and logos

PNZ Commercial Partners and TOP Partners are permitted to:

- Use PNZ logos
- Refer to the NZ Paralympic Team, celebrate achievements, and congratulate individual Para athletes and teams in the NZ Paralympic Team for their performances
- Use copyrighted or protected terms such as 'Paralympic Games' and 'Tokyo 2020 Paralympian'



- Carry out certain activities, such as brand campaigns, social media posts or events associated with the Games and/or the NZ Paralympic Team.

Examples:



### 4.3 Use of Para athlete imagery

A PNZ Commercial Partner or a TOP Partner has the right to use imagery of an Para athlete in advertising and promotion with the following conditions:

- No single Para athlete may be shown alone (unless agreed with the PNZ). Any activation must include three or more Para athletes from a range of different sports to imply association with the NZ Paralympic Team as a whole, or three Para athletes from a NZ Paralympic Team (when used as part of a specific NZ Paralympic Team e.g. Wheel Blacks)
- Artwork is to be approved in advance in writing by the PNZ Commercial Team

Example:





#### **4.4 Use of Para athlete footage**

A Commercial Partner or a TOP Partner can apply to access Games-time footage in advertising to show an association with the NZ Paralympic Team and not imply an association or direct sponsorship with one Para athlete in particular. There will be usage and extraction fees associated with this dependent on the nature and length of the footage required. The execution is to be approved in advance in writing by PNZ Commercial Team.

The PNZ Commercial Team can also facilitate brand ambassador deals between a commercial partner and a Para athlete directly. For more information on this please contact the PNZ Commercial Manager.

## 5. BRANDS WITH PARA ATHLETE OR TEAM SPONSORSHIPS / ANY OTHER ORGANISATION

### 5.1 Brands with Para athlete Sponsorships / Other Organisations

In line with the New Zealand laws set out in Section 3 of this document, the below gives guidance on what a brand that is not a PNZ Commercial Partner or a TOP Partner can do in relation to the Games.

The PNZ strongly recommends that any activity is cleared by a lawyer prior to going to market.

A Para athlete Sponsor may use a Para athlete in advertising provided:

- the only connection between the Games and/or PNZ and/or NZ Paralympic Team and the relevant marketing activity is the fact that the advertising features the Para athlete
- the advertising is in market prior to 15 May 2020. Exceptions to this will be considered on a case by case basis through the PNZ commercial waiver process
- the advertising does not use any IPC or PNZ intellectual property
- the Para athlete is in generic clothing and not the Para athlete's NZ Paralympic Team uniform
- the advertising complies with NZ legislation including the regulation of intellectual property, and the Advertising Standards Code of Practice
- the Sponsor can demonstrate to PNZ's reasonable satisfaction that it has a long term relationship with the Para athlete

If advertising complies with the above principles it may be maintained through the Games period provided there is no material change in the advertising, whether such change is to content, messaging, visibility, frequency or places of publication.

No focus may be made on any Games or properties. For example, if a brand sponsored Para athlete X, it could not produce marketing activity featuring 'Para athlete X training for the 'Tokyo 2020 Paralympic Games' or 'Para athlete X training for Tokyo' (Fair Trading Act breach).

However, if the single focus on Paralympic Properties can be removed, and at least two more events are added to the marketing activity, it may be deemed acceptable by PNZ – for example 'Para athlete X training for World Championships, the National Cup and Tokyo'. This generic approach can be thought of as the 'rule of three'.

During the period from 18 August 2020 – 9 September 2020 (the **Protected Period**), congratulatory messages may be made on the basis that a Games Commercial Waiver has been granted by PNZ and that no protected rights are used.

Games-related content on social media may be shared by brands on a very limited basis and with no new Paralympic Properties added to the share.

- A sponsor may repost, share or like a Para athlete's thank you message provided the sponsor does not add any additional content or branding to the original message (and the sponsor may only repost, share or like each thank you message once)



- Excessive sharing of Games content will require legal investigation into whether this is misleading to public by implying a sponsorship or endorsement

For all campaigns the Para athlete Sponsor must notify PNZ and comply with any requirements. For international campaigns the Para athlete's Sponsor must notify the IPC of its advertising plans through a designated online platform at least 15 days prior to first publication. PNZ will provide the Sponsor with IPC contact details.

In addition, the below is unacceptable:

- Any breach of the laws specified in Section 3 of this document
- Any use of a Para athlete's name or image by their sponsors during the Protected Period without a Games Commercial Waiver

Examples of unacceptable / acceptable social media posts are listed in Section 9 of this document.

*The following are examples of breaches of laws or these guidelines:*

- *Use of Paralympics logo on websites*
- *Promotion of Para athlete(s) during protected period without a Games Commercial Waiver*
- *Congratulatory messages to sponsored Para athletes on social media without a Games Commercial Waiver*
- *Messages to Para athletes where no sponsor relationship was in place with PNZ or the Para athlete*
- *Paralympic Games themed competitions / sales promotions*
- *Para athlete promoting a brand via social media that is not a Commercial Partner or a TOP Partner*
- *Paralympic logo and 'Go New Zealand' painted on store window*

## **5.2 PNZ Member Organisations**

PNZ Member Organisations have very similar rights restrictions to those above for Non-PNZ Commercial Partners. However, PNZ Member Organisations do have the ability to produce marketing activity and events in relation to upcoming Games and are permitted to congratulate their Para athletes and team on their Games performances, provided that there is no reference to their sponsors.

PNZ Member Organisations may not have their own commercial partner brands featured alongside NZ Paralympic Team members when in reference to these members going to the Tokyo 2020 Paralympic Games.

*Example:*

- *Athletics New Zealand may run a generic, non-branded video series following the team in their training to the Tokyo 2020 Paralympic Games*



### 5.3 Education Institutions & Community Organisations

Educational institutes and community organisations are treated the same as any other brand with Para athlete or team sponsorships and PNZ will monitor accordingly. They will also need to apply for a Games Commercial Waiver should they wish to activate around any Para athlete during the Protected Period.

*Examples:*

- *A University must apply for a Games Commercial Waiver should they wish to reference a student competing at the Games during the Protected Period, across their website / newsletters / social media / advertising etc with PNZ and the Para athlete's consent.*
- *A library may not run a Paralympic-themed window display.*



## 6. PARA ATHLETES

Upon signing their Para athlete Agreements, the Para athletes become part of the 'New Zealand Paralympic Team' in any Paralympic related activity for the period set out in the Para athlete Agreement.

### 6.1 Rights held

As a member of the New Zealand Paralympic Team, Para athletes are representing a legacy of honourable and proud New Zealand Para athletes. In line with this, there are clear guidelines to be adhered to, which are set out in detail in the Para athlete Agreement.

A complex aspect of being a NZ Paralympic Team member is the commercial balance that comes with it. The rights of Sponsors to promote their connection with Para athletes are different before, during and after the Protected Period. The rights for these Para athlete Sponsors (individuals and organisations) have been laid out in sections 5, 7 and 9. Please read these sections carefully.

### 6.2 Delivering value to Para athlete sponsors

The PNZ encourages Para athletes to talk with their Sponsors about the most effective ways that they are able to deliver value back to them while ensuring that their sponsors comply with these Guidelines.

We also strongly recommend that Para athletes read the below section 7 in relation to the Games Commercial Waiver and begin the application process if they have a commercial Sponsor or Supplier. At any point please feel free to consult with the PNZ Commercial Team.

During the Paralympic Games period, a Para athlete may continue to give recognition to his/her Sponsor (whether a PNZ Partner or not) on the Para athlete's personal website/social media accounts by issuing a message of thanks that references their Sponsor. Any such message must respect the following principles:

- It shall not contain any statement or give any impression that the Para athlete Sponsor and its products or services enhanced the Para athlete's performance
- The message must not suggest there is any association between the Para athlete Sponsor and the IPC, the Games or PNZ including using any of the Paralympic Properties
- It must be consistent with any digital media guidelines issued by PNZ available [here](#)
- It shall not contain or be linked to any advertising, through use of any hashtags, pre-rolls or other similar functionality that serves to promote or advertise the Sponsor or use language that connects the Sponsor to the Games.



# 7. GAMES COMMERCIAL WAIVER

## 7.1 Games Commercial Waiver

PNZ operates a commercial waiver system for the Games.

Non-PNZ Commercial Partners can apply for a commercial waiver in relation to their proposed use of a competitor, coach, trainer or official's name/image in generic advertising during the Protected Period (a **Games Commercial Waiver**). If a Games Commercial Waiver is granted by PNZ, PNZ will take no action in respect of the Non-Commercial Partner's use of the competitor, coach, trainer or official's name/image during the Protected Period, provided the use is in the approved form. In order to be approved, the name/image must be used in a way that does not leverage the Games or the participants involvement in the Games.

More detail about the basis for the Games Commercial Waiver for the Games is set out below.

## 7.2 Games Commercial Waiver Application Process

The following section outlines the Games Commercial Waiver process for the Games.

All advertising campaign materials and executions (in full) which will take place during the Protected Period must be notified to the PNZ Commercial Team by the featured Para athlete and/or the sponsor by the specified due date, along with a completed Games Commercial Waiver form.

PNZ may object to an application for a Games Commercial Waiver:

- If it creates, directly or indirectly, the impression of a commercial association between the Non-Commercial Partner's brand and the Games, the IPC or the Paralympic Movement, PNZ, the New Zealand Paralympic Team or any competitor, coach, trainer or official's participation in the Games;
- If it commenced in market later than the date specified in the Games Commercial Waiver application form;
- Where the non-Commercial Partner enters into a relationship with the Para athlete that is primarily focused during or around the Games and does not continue for a reasonable period after the Games; or
- If the activation is an attempt to "ambush market". "Ambush marketing" in this context involves a non-Commercial Partner engaging in a promotion or execution involving the Para athlete that creates an impression of a commercial association between the product/brand being promoted and the Games in the mind of a reasonable person.

PNZ must give written notification of an objection to the Games Commercial Waiver application, and the reasons for such objection, to the applicant within 10 working days of receiving the Games



Commercial Waiver application. However, in the event that PNZ's preliminary view is that it will not accept or approve the application, the parties will discuss the application before PNZ makes its final decision.

Para athletes, Para athlete managers and commercial partners can all apply for a Games Commercial Waiver [here](#).

For more information please contact PNZ Commercial Manager: [jhunt@paralympics.org.nz](mailto:jhunt@paralympics.org.nz)

#### Late Applications:

It is recognized in certain exceptional circumstances a Para athlete or Sponsor may not be able to lodge a Games Commercial Waiver by the specified due date. Where PNZ considers the circumstances are genuine, PNZ will consider the Games Commercial Waiver application.

The forms must be submitted by the due dates stated. Any application not submitted by these dates without approval for a late application will not be considered for a Games Commercial Waiver from PNZ.

Advice on a Games Commercial Waiver being granted or not granted will come in email form from the PNZ Commercial Manager.

PNZ Commercial Partners and TOP Partners do not need to obtain a Games Commercial Waiver as their association with PNZ and the Games and the use of Paralympic Properties will be governed by their respective agreements with PNZ (or the IPC).





## 8. EDITORIAL

There are no legal restrictions on legitimate editorial use of protected words and images. This means that recognised news/media organisations may use images and protected words for the purpose of reporting the news.

However, there is a legal restriction on advertorials. An advertorial is where an advertisement is presented in the manner of an editorial which has the effect of suggesting that there is a relationship between the subject matter of the advertorial (in this case, the Games, IPC or PNZ) and a company or an individual that has no right to be associated in this way.

Set out below are some guidelines that competitors, coaches, trainers and officials and PNZ Member Organisations should follow when placing content in news publications and magazines, on websites and/or on other digital/social media platforms:

- Competitors, coaches, trainers and officials and PNZ Member Organisations should follow the general rules regarding use of any Paralympic Properties, i.e. Paralympic Properties cannot be used in any blogs, tweets, or any social media platforms or websites unless authorised by PNZ. The use of any logos or marks may only be used subject to the prior written approval by the PNZ Commercial Team
- Third party sponsor logos must only be used on websites or in press release templates as they would be in the normal course of a business
- Where a Participant/PNZ Member Organisation is undertaking any news reporting activities relating to the Games on its website or other digital/social media platforms, Non-Paralympic Commercial Partner logos must be physically and visually separated from all Games references (including text and photos) on any Participant/PNZ Member Organisation website. N.B This could be achieved by putting the Non-Paralympic Commercial Partners on the home page and keeping all Games references in a separate section/page of the website that does not feature any Non-Paralympic Commercial Partners
- Specific Games focused content sections are not permitted to have Non-Paralympic Commercial Partner logos present
- Factual and biographical references may be made but should be in small type rather than in banner headlines
- Social media activity by any person or organisation is not considered editorial and rather considered marketing activity.

# 9. SOCIAL MEDIA - COMMERCIAL AND PARTNERSHIP GUIDELINES

Social media posts and temporary content, such as stories, must comply with these guidelines in the same way as other content. In particular, Paralympic Properties cannot be used unless authorised by PNZ.

The following guidelines apply to all Non-PNZ Commercial Partners (i.e. any brand or organization that doesn't have a commercial relationship with PNZ).

## 9.1 Imagery

Imagery and footage used on social media must not show any Para athlete in the NZ Paralympic Team uniform. The imagery or footage from Games time must not be used. Protected words or emblems, must not be used in images or footage posted to social media.

## 9.2 Captions and Hashtags

The caption to a social media post must not imply any association with PNZ, the NZ Paralympic Team, or a Para athlete who is a member of a team.

An association can be created through the use of hashtags, as well as through the text which accompanies the post. Captions, including hashtags, must not use protected words, or words or phrases otherwise associated with PNZ or the Games, such as #Spirit of Gold.

No focus may be made on any Games or properties.

*Examples:*

- *A Non-PNZ Commercial Partner may not use the hashtag #Tokyo2020 in a post about a sponsored Para athlete.*
- *A social media post by a Non-PNZ Commercial Partner tagging @paralympicsnz is not permitted.*

## 9.3 Page Tags

Tagging a third party organisation or Para athlete in a social media post creates an association between the organisation making the post and the tagged entity. Social media pages associated with PNZ, the Games or IPC, including pages for specific games (e.g. Tokyo 2020), should not be tagged in posts or stories, or used as part of the caption in a post.



## 9.4 Sharing

A shared social media post is subject to the same considerations as other social media posts. The organisation that decides to share a third party's content should ensure that the shared content and any new content added to the shared content, such as a caption, does not imply any association with PNZ, the NZ Paralympic Team, or a Para athlete who is a member of a team.

Excessive sharing, including sharing of news stories about a sponsored Para athlete during Games-time, is not permitted.

*Example:*

- *An organisation must not share a PNZ Instagram post with a congratulatory message to the Para athlete without a Games Commercial Waiver.*

## 9.5 PNZ Commercial Partners and TOP Partners

PNZ Commercial Partners and TOP Partners are permitted to use Paralympic Properties in social media content, subject to the commercial terms with the Partner and prior approval from PNZ / IPC.

Social media content must not imply an association or direct sponsorship with one Para athlete in particular.

## 9.6 Para athletes, Coaches, Trainers and Officials

Para athletes, coaches, trainers and officials are encouraged to share the story of their build up to and attendance at the Games.

Para athletes, coaches, trainers and officials are permitted to use imagery or footage of themselves and others in NZ Paralympic Team uniform, use Games-time footage or imagery, create associations with PNZ, the NZ Paralympic Team or their NSO through the use of protected words, tags and hashtags.

During Games-time, Para athletes, coaches, trainers and officials must not create any association between their personal sponsors or an NSO sponsor and PNZ or the NZ Paralympic Team through social media content.

PNZ Member Organisations do not require a Games Commercial Waiver to post social media content about their Para athletes or team achievements at the Games, subject to the above restrictions.

*Examples:*

*A Para athlete must not post an image of themselves with a sponsor's product during Games time,*

*A PNZ Member Organisation must not post a congratulatory message to an individual or team using a sponsor's name as part of the message.*



# 10. PARALYMPIC GAMES IMAGES AND FOOTAGE

PNZ does not own the rights to distribute any Games time imagery or footage. These rights are held by Getty Images for photography and TVNZ for rights holding broadcasters or IPC for moving footage.

However, any use of Games imagery or footage will need to be approved by the PNZ Commercial Team. This is to ensure it is in line with PNZ guidelines around Para athlete permissions and NZ Paralympic Team representations. We suggest checking concepts with the PNZ Commercial Team prior to making any formal request.

Imagery and footage are available for purchase by third parties from Getty Images and TVNZ directly, who will gain the necessary PNZ written approvals prior to any release. Due to the archived nature of this content we recommend allowing up to six weeks for this turnaround.

PNZ has negotiated still image access packages for PNZ Commercial Partners with Getty Images. Further information is available from the PNZ Commercial Manager.

For PNZ Commercial Partners or TOP Partners, PNZ can facilitate the Para athlete approval process along with managing the request directly with the rights holders.



# 11. BREACHING COMMERCIAL GUIDELINES – PNZ ENFORCEMENT PROCESS

The PNZ Commercial Team is available for advice in the development of activations. If you believe you have breached the laws set out in this document you will need to refer to your legal counsel.

Failure to comply can lead to PNZ seeking liquidated damages for brands associated. PNZ has appointed Simpson Grierson as its legal counsel and will work hand-in-hand on all commercial breach matters.