

AOC Olympics Live Asset Agreement

This agreement sets out the terms and conditions (*Agreement*) on which the Australian Olympic Committee Inc (*AOC*) (ABN33 052 258 241) of Level 4, 140 George Street, Sydney NSW 2000 authorises You to conduct a screening Seven's broadcast of the Tokyo 2020 Olympic Games and use the Olympics Live assets purchased or obtained via the Olympics Live Shop (olympicsliveshop.com.au).

1. In exchange for the consideration of \$1 (of which the AOC acknowledges receipt), the AOC grants You a non-exclusive licence to use the kit of parts or assets purchased or obtained by You (or on your behalf) from the Olympics Live Shop (*Olympics Live Assets*) for the purpose of hosting a screening of Seven's broadcast of the Tokyo 2020 Olympic Games (*Olympics Live Event*) at the site notified by You to the AOC when You registered for Olympics Live (*Olympics Live Site*).
2. This licence does not grant You any rights in the intellectual property of the AOC or in the Olympics Live Assets.
3. You may only promote and market your Olympics Live Event by complying with the Olympics Live Brand Policy, a copy of which is annexed to this Agreement. The AOC reserves its right to request that You take down any marketing and promotional material related to your Olympics Live Event that, in the AOC's absolute discretion, does not comply with the Olympics Live Brand Policy or otherwise infringes the AOC's intellectual property.

For clarity, when referring to your Olympics Live Event in the approved promotions under this clause 3, You will always refer to your event as "Olympics Live presented by Westpac".

4. Other than as permitted in clause 3 above or as approved in writing by the AOC, You must not (or permit any third party to):
 - a. use any intellectual property of the AOC, the International Olympic Committee (*IOC*), Westpac or any protected Olympic expressions, such as "Olympic", "Olympiad" or "Olympic Games" in any promotion of your Olympics Live Event; and
 - b. advertise, promote or suggest an association with or endorsement by the AOC, the IOC, the Australian Olympic Team, the Olympic Games, the Olympic Movement or Westpac.
5. You must not interfere with or alter the Olympic Live Assets, including by removing, changing or obscuring the appearance of the Olympics Live Assets, including the AOC's logo or Westpac's logo. For clarity, You must not place any advertising or promotional material in close proximity to the Olympic Live Assets.
6. You must use the Olympic Live Assets in accordance with all relevant laws and regulations, including best work, health and safety practices.

7. You must not charge patrons to attend your Olympics Live Event, including by selling tickets.
8. Unless approved by the AOC in writing, You must not organise or permit any third party to conduct activations or promotions at your Olympic Live Event (unless that third party is an Olympic partner).
9. Following the conclusion of the Tokyo 2020 Olympic Games You must continue to use the Olympic Live Assets purchased or obtained by you in accordance with this Agreement. For clarity, this Agreement survives beyond the conclusion of the Tokyo 2020 Olympic Games.
10. The AOC is not liable to You to make any payment (whether by way of indemnity, damages or otherwise) for any breach of this Agreement or for any losses, claims, actions, liability, damages, costs or charges incurred by You in relation to your Olympics Live Event, including if the broadcast of the Tokyo 2020 Games or a specific event at the Tokyo 2020 Games is cancelled, delayed or not broadcast at an advertised time.
11. You indemnify the AOC, its officers, employees and contractors against any claim, loss or damage arising out of or in connection with this Agreement, your Olympics Live Event or the your use of the Olympics Live Assets.
12. The AOC may terminate this Agreement immediately for any reason, including if You breach any term of this Agreement or the Olympics Live Shop Terms and Conditions. In circumstances where You have not breached this Agreement or the Olympics Live Shop Terms and Conditions and AOC nevertheless elects to terminate this Agreement, we will refund You the purchase price of the Olympics Live Assets.
13. You cannot assign your rights and obligations under this Agreement without the prior written consent of the AOC.
14. Nothing in this Agreement is to be construed as constituting an agency, partnership or other association between the AOC and You.
15. This Agreement may be executed in counterparts which together shall constitute an Agreement.
16. This Agreement is governed by the laws of New South Wales and You submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales.

Please sign below to acknowledge your acceptance and agreement to the above terms and conditions. By signing below you warrant that you are authorised to do so by the body which has applied for registration to be an Olympics Live Site.

Name of body which has applied for registration

Location of Olympics Live Site

Signature of authorised person

Name of authorised person (in full)

Date:

Executed in accordance with section 38 of the Associations Incorporation Reform Act 2012 (Cth) by Australian Olympic Committee Inc.:

Executive Member Signature

Executive Member/Company Secretary
Signature

Print Name

Print Name



Welcome to Olympics Live, presented by Westpac

The Australian Olympic Committee (AOC) would like to thank all participating Olympics Live Venues for presenting the 'Olympics Live' series across Australia during the period of the Tokyo 2020 Olympic Games. Together, we are bringing the Olympics to Australian communities.

The AOC is pleased to provide a license for venues to self-manage events. There are naturally a few guidelines around branding, on how best to promote your live site, and at the same time how to protect the Olympic brand. Most scenarios will be covered in these Guidelines.

If you have any questions please contact the AOC via

Jonathan Sweet @ jonathan.sweet@olympics.com.au

Niamh Rooney @ Niamh.rooney@olympics.com.au

With thanks from the AOC & the Australian Olympic Team

OLYMPICS LIVE BRAND GUIDE

'Olympics Live' presented by Westpac, brand policy is a guide on the positioning of the Olympics Live branding and livery. The policy is intended to guide users of branding in the operation of Olympics Live Venues across Australia. Olympics Live Venues are any site that is not in the direct operational control of the AOC.

What you can do

Promotion of Traders and Third-Party Vendors on site

The AOC is encouraging small business to benefit from Olympics Live. The use of third-party vendors such as hospitality vendors is encouraged, and the promotion of these small business is available while that business is actively trading and when the Olympics Live site is in operation. Vendors must not utilise branding or promotion when the site is not in operation or in the lead up or after the site is closed

What you can't do

Don't commercialise the live site.

There are three key restrictions on sites with respect to the use and distribution of Olympics Live branding and digital assets.

1. Brand campaigns or brand promotions must not be run at Olympics Live.
 - There is to be no commercial signage, brand promotion or discount promotions to be used on site of any kind.
 - The only exception to this would be authorised AOC Partners, a list of authorised partners can be found [here](#).
 - Olympics Live Venues can approach local AOC Partners about activations and promotional opportunities on site. This must be limited to up to six (6) activation partners and up to three (3) supporting sampling rights partners.
 - The AOC must be notified of any promotion of or activation by AOC partners in writing prior to the Olympics Live Venue commencing and Westpac must remain the dominant partner on site.
2. Brand positioning or the use of branding on site must not conflict with or infringe upon the branding rights of AOC Partners.

This applies for Olympic team sponsors.

Note - *The Australian Olympic Team relies on sponsors to prepare and send the Olympic Team to the Games. The AOC therefore needs to protect the rights of sponsors with Olympic properties. Olympics Live is designated as an official Olympic property.*

- Any pre-existing branding that may appear on site that conflicts with any of the AOC Partners must always be removed or reasonably covered up during the operation of the live site.
 - Olympic Live assets must not appear close to any other brands or slogans
 - If there is any uncertainty regarding brand positioning and sponsor branding please contact our Commercial Manager, Niamh Rooney on niamh.rooney@olympics.com.au
3. The Olympics Live branding must not be modified, deformed, or manipulated in any way for use in any channel or use in any way.
 - This includes for representation in digital channels, please ensure that all Olympics Live assets are always correctly displayed.

Ticketing

Olympics Live can only be used for free events. Venues may issue tickets for the use of COVID-19 tracking purposes or marketing database collection, but the event must be a free event.

Laws

All assets must be used in accordance with local laws and regulations.