PUBLIC ADVISORY NOTICE

ICC World Twenty20
Bangladesh 2014

Brand and Content Protection Guidelines
Introduction

These ICC World Twenty20 Bangladesh 2014 Brand and Content Protection Guidelines ("Guidelines") issued by the International Cricket Council ("ICC") provide guidance on appropriate and acceptable commercial and non-commercial utilisation by third parties of the proprietary names ("ICC WT20 Names"), proprietary marks and mascot ("ICC WT20 Marks") and audio-visual representations of match play as well as the official song (if any) in all media ("ICC WT20 Footage") relating to the ICC World Twenty20 Bangladesh 2014 ("ICC WT20").

For the purposes of these Guidelines, the ICC WT20 Names, ICC WT20 Marks and ICC WT20 Footage together constitute the "ICC WT20 IPR".

The value of the ICC WT20 IPR as well as appropriate and acceptable use and protection thereof are critical to the success of the ICC WT20. The Frequently Asked Questions below provide an overview of why the ICC must and will protect its brand, what the ICC’s legal rights are, and what third parties should and should not do in relation to the ICC WT20 IPR.

Frequently Asked Questions

Why protect the ICC WT20 brand?

Any world class event, such as the ICC WT20, is only made possible through the commercial participation and support of sponsors, partners, licensees and broadcasters that are each granted certain exclusive rights and privileges by the ICC in consideration for their support. As a result, it is vital that all ICC WT20 IPR are protected and managed by the ICC. If anyone could use the ICC WT20 IPR for free, or could create or suggest an association with the ICC WT20, there would be no incentive for sponsors, partners or broadcasters to invest in or support the event and, ultimately, the amount of financial distributions that the ICC would be able to make across its global membership base for investment in the sport of cricket would be damaged immeasurably. The ICC must prevent unlicensed third parties from undertaking unauthorised activities that damage or dilute the ICC’s exclusive rights and those of its sponsors, partners and broadcasters. Also, in order to maintain the integrity of the ICC WT20 brand and to protect against dilution and damage to its reputation and prestige, it is vital that the ICC retains careful control of the ICC WT20 IPR and their uses.
What constitutes the ICC WT20 IPR?

All of the official names, phrases, trademarks, trade names, logos and designs related to the ICC WT20 are protected by the law in a variety of ways. The following are some of the current items that make up the ICC WT20 Names and ICC WT20 Marks:

• The official WT20 2014 logo and trophy image, and all of the ICC logos (as illustrated on Page 8 of these Guidelines);
• The names, marks and logos of any previous or future editions of the ICC World Twenty20 and/or any other previous or future ICC events;
• The official website: http://www.icc-cricket.com/world-t20;
• The official Mascot (if any); and
• The official Tournament Song (if any).

Also, still images and live or deferred or highlights or clips of audio-visual footage of match play action from the ICC WT20 constitute protected and proprietary ICC WT20 Footage.

How are the ICC WT20 IPR protected?

The ICC WT20 IPR are legally protected by a wide variety of means, which include trade mark and design laws, copyright laws, competition and trade practices laws, telecommunications and broadcast laws relating to signal theft, common law and the terms and conditions under which ICC WT20 match tickets are sold and pursuant to which stadium entry is permitted.

What uses are unlawful without a licence from the ICC?

The unlicensed and unauthorised use of any of the ICC WT20 Names, ICC WT20 Marks (or any other marks or logos that are confusingly similar to, or likely to be mistaken for, them) or ICC WT20 Footage is strictly prohibited. For example, without a licence from the ICC, it is unlawful to (i) use the ICC WT20 Names and ICC WT20 Marks in a manner likely to cause confusion among members of the public as to the existence of a commercial association with the ICC WT20, or (ii) reproduce or distribute items using ICC WT20 IPR in the course of trade. The ICC WT20 Names and ICC WT20 Marks cannot be used on goods, in business names or in advertising or promotions without a licence from the ICC or one of its authorised licensees that, in turn, has the rights to grant
sub-licences. It is also unlawful, through the use of the ICC WT20 IPR, to falsely represent or imply any association, affiliation, endorsement, sponsorship or similar relationship with the ICC WT20.

It is important to note that a formal or pre-existing association with any of the participating national teams or the tournament venues does not permit a team partner, team sponsor or venue sponsor any right to use the ICC WT20 IPR (other than the specific rights such team is authorised by the ICC to license) without the prior authorisation of the ICC.

**When can the ICC WT20 IPR be used?**

The ICC WT20 IPR can be used with the licence and authorisation of the ICC (or its authorised licensees that have been expressly granted the rights to grant sub-licences). Such licence and authorisation will only be given to official ICC WT20 sponsors, partners, licensees and non-commercial partners. There are very few situations in which the ICC WT20 IPR can be used without the ICC’s explicit licence and consent.

The ICC WT20 Names, ICC WT20 Marks and, to a limited extent and subject to the ICC WT20 Media Accreditation Terms and Conditions and News Access Regulations (and all relevant copyright laws), the ICC WT20 Footage may be used for news reporting purposes in non-commercial editorial-only pieces without the ICC’s prior authorisation. In certain circumstances when reporting and providing information on the ICC and/or the ICC WT20, journalists are able to use the ICC WT20 Names and ICC WT20 Marks to illustrate their news/editorial features subject to full compliance with applicable laws and regulations.

The ICC’s intention is not to restrict people from interacting with the ICC WT20 or providing or sharing information on the tournament, but, when they do so, the ICC’s legal rights must be recognised, respected and fully adhered to.

**Please be advised that in the limited instances in which non-licensed usage of ICC WT20 IPR is permitted, such usage cannot be for commercial purposes.**

**What are the consequences of using the ICC WT20 Names, ICC WT20 Marks or ICC WT20 Footage without the ICC’s authorisation?**

Unauthorised use of the ICC WT20 IPR may infringe one or more of the intellectual property rights of the ICC, the terms of the agreements signed between the ICC and its official sponsors and partners and/or the terms and conditions under which ICC WT20 tickets are sold and stadium entry is permitted. While the ICC expects full compliance with the above, it is prepared to take all legal and punitive action in the case of each and any infringement and violation. This could include an injunction to stop...
the infringing activity, a suit for damages or compensation or an enforced accounting of profits by the infringer to the ICC. Both civil and criminal remedies are available in the case of intellectual property violations, signal theft and other violations of the ICC’s rights.

Before the ICC initiates legal proceedings, a suspected infringer may receive a legal notice from the ICC’s lawyers or its designated agent, advising the infringer of violations and unlicensed usage relating to the ICC WT20 IPR and/or potential infringements constituting breach of the Media Accreditation Terms and/or the News Access Regulations and/or the terms and conditions of download and usage of the ICC and ICC WT20 Marks. In such event, the offending party may be given the opportunity, without prejudice to any rights of the ICC to take legal action against the offending party, to refrain from the continued use of the ICC WT20 IPR and/or the potential infringements. If the infringer fails to respond to and adhere to the requirements and conditions set out in the legal notice, the ICC will exercise its right to pursue its legal and administrative remedies. No prior warning is required, and the ICC will utilise all resources available to fully protect the ICC WT20 IPR and ensure persons are disincentivised from infringing any rights relating to the ICC WT20.

What are some specific examples of impermissible unlicensed behavior?

It is evident that many people are eager to use the ICC WT20 IPR to boost their business activities by marketing their products in connection with the ICC WT20. The ICC is already aware of businesses seeking to gain an unauthorised association with the ICC WT20 and have taken successful action to fully address these unauthorised activities. For the sake of guidance, a non-exhaustive list of impermissible commercial behaviour is given as follows:

Advertisements, Promotions and Events:

Advertisement features stating or suggesting an association between a brand, product, service or event and the ICC WT20 by using ICC WT20 Names, ICC WT20 Marks and ICC WT20 Footage are impermissible. Similarly, businesses that produce newsletters to customers or clients must ensure that ICC WT20 Names, ICC WT20 Marks and ICC WT20 Footage are not used, especially in a way which suggests a commercial association between their business and the ICC WT20.

The same applies to businesses that invite customers to ICC WT20-themed events. Holding an event which is only about the ICC WT20 and uses the ICC WT20 Names, ICC WT20 Marks and ICC WT20 Footage is not permissible. This is particularly true of events that have commercial sponsors involved.
Websites

Trademark and copyright laws apply equally to the Internet and to websites. Websites that provide information about the ICC WT20 and are being operated on a purely non-commercial basis – for example, a supporters’ site used to provide information about players participating in the ICC WT20, or a chat forum about the ICC WT20 – are unlikely to infringe the ICC’s rights. However, the creation of ICC WT20-specific communities that use ICC WT20 Names, ICC WT20 Marks and ICC WT20 Footage and solicit and raise sponsorships and advertising constitutes commercial use of ICC WT20 IPR and are impermissible.

In particular, live streaming and deferred uploading of ICC WT20 Footage (whether or not for profit), reproduction of ICC WT20 Names and ICC WT20 Marks in commercial contexts online and sale of counterfeit and unofficial ICC WT20 merchandise on auction and other websites constitute serious infringements of the ICC WT20 IPR and could result in civil penalties and even criminal prosecution.

The registration and use of domain names that use ICC WT20 Names also infringes ICC trademarks and any attempt to divert web traffic by the use of ICC WT20 Names in meta-tags or other notations or through the purchase of ICC WT20 Names as search or advertising keywords is impermissible.

The creation of fantasy leagues or other online competitions or events that use or make reference to ICC WT20 or claim “official” status without licence or use ICC WT20 IPR are impermissible.

Business Names

Adopting business or trading names that include ICC WT20 Names and using business logos that include ICC WT20 Marks or confusingly similar marks are impermissible.

Tickets and Hospitality Packages

Tickets to ICC WT20 matches are sold under specific conditions. Primarily, these may only be purchased through officially appointed ticketing agents for personal use. ICC WT20 tickets may not be used for promotions or as prizes in contests. The right to run ticket promotions is reserved for the ICC and ICC sponsors and partners and is strictly prohibited by the ticket terms and conditions. Further, ICC WT20 tickets may not be resold for profit or as part of hospitality packages by unlicensed third parties.
Travel Packages

The right to promote and sell travel and tour packages is reserved exclusively for the ICC’s official travel agents and their authorised licensees. ICC WT20 tickets may not be sold or otherwise included for commercial purposes as part of a travel or tour package (for example combining match tickets with flights and/or a hotel room for the night) by unlicensed travel agents or other entities.

Further, unlicensed travel agents or other entities may not engage in any form of activity which may result in an unauthorised commercial association with the ICC, ICC WT20 or parts of it to the detriment of the ICC or its commercial affiliates, whether by way of an unauthorised use of ICC WT20 Names and ICC WT20 Marks or otherwise.

Public Screenings

The ICC and its official broadcaster retain all rights to license commercial screenings of ICC WT20 Footage made available to members of the public or displayed in public places. Prohibited acts include display of ICC WT20 Footage in movie theatres, the sale of tickets or levying of a cover charge for entry to a location screening ICC WT20 Footage or ICC WT20-themed screening events that use the ICC WT20 Names, ICC WT20 Marks and ICC WT20 Footage.

Editorial uses, Newsletters

Purely editorial use of ICC WT20 Names and ICC WT20 Marks solely for conveying information on the ICC WT20 and without association with any commercial entity is permissible use. However, this journalistic use exception with respect to ICC WT20 Names, ICC WT20 Marks and ICC WT20 Footage does not apply to the production and distribution of newsletters, client bulletins or other marketing collateral produced in the guise of journalism, which state or suggest an official association between a product, service or event and the ICC WT20.

Mobile and Wireless Services and Applications

ICC WT20 Names, ICC WT20 Marks and ICC WT20 Footage may not be used on any mobile or wireless technology, including on mobile applications, without license from the ICC.
Official Symbols & Marks of the Tournament

The ICC World Twenty20 Bangladesh 2014 Official Logo

The ICC Official Logos

The ICC World Twenty20 Bangladesh 2014 Trophy
Summary

Advertisements, Promotions and Events

PERMISSIBLE: Use of general cricket terms and imagery. Use of imagery, however, is subject to the user obtaining appropriate permission from the copyright owner.

IMPRESSIBLE: ICC WT20 IPR may not be used, without licence, for the purposes of any advertisements, promotions or events.

Ticket promotion

IMPRESSIBLE: ICC WT20 tickets may not be used for any form of commercial promotion or other commercial purpose.

Contest/Game/Lottery

IMPRESSIBLE: Use of ICC WT20 IPR or claim of official status without licence is not permitted.
**Editorial use**

PERMISSIBLE: Legitimate editorial and reporting usage.

IMPERMISSIBLE: Commercial use or presentation of editorial content by third parties using ICC WT20 IPR is not permitted.

**Match Schedule**

PERMISSIBLE: Non-commercial use.

IMPERMISSIBLE: Commercial use or presentation of match schedule by third parties is not permitted.

**Business Names**

PERMISSIBLE: General cricket related or Bangladesh related name, provided there is no usage of ICC WT20 IPR.

IMPERMISSIBLE: Use of ICC WT20 Marks or ICC WT20 Names as part of business name is not permitted.
Merchandise

**PERMISSIBLE:** Merchandise with general cricket terms, Bangladesh related terms or participant country flags, provided there is no usage of ICC WT20 IPR.

**IMPERMISSIBLE:**

(a) Manufacture and sale of counterfeit merchandise relating to the ICC WT20 is illegal and is hence not permitted.
(b) Use of ICC WT20 IPR or any reference to the ICC WT20 or unlicensed use of the ICC WT20 IPR relating to any of the teams participating in the ICC WT20 in the merchandise is not permitted.

In-store decorations (eating joints, shops, bars, etc.)

**PERMISSIBLE:** General cricket related or Bangladesh related decoration.

**IMPERMISSIBLE:** ICC WT20 IPR may not be used for in-store decorations.
Domain Names and Website Use

**PERMISSIBLE**: Use of ICC WT20 Names can be considered legitimate and descriptive use if these names appear after the domain name.

**IMPERMISSIBLE**:
(a) ICC WT20 Marks may not be used in a non-editorial basis in a fixed position or in a recurring way in a website or together with or in proximity to a third party logo or other commercial reference.
(b) ICC WT20 Marks cannot be incorporated into domain names or in the URL identification preceding the domain name for websites with commercial content or in the overall structure or design of a website.
(c) ICC WT20 Marks may not be used as hyperlinks or short cuts on the internet.

Mobile phone and wireless services

**IMPERMISSIBLE**:
(a) Use of ICC WT20 Marks or broadcast of ICC WT20 Footage is not permitted on any mobile or wireless technology without licence.
(b) SMS update services of live scores, games, competitions and features that utilise the ICC WT20 IPR may not be offered or made available without licence.

Hospitality and travel packages

**IMPERMISSIBLE** : Use of ICC WT20 tickets and ICC WT20 IPR without licence is not permitted.
Disclaimer

PLEASE NOTE:

This document is not an exhaustive description of any or all of the ICC’s rights at law or in contract. The ICC does not have the resources to provide individual advice to people concerned that their activities may infringe the ICC’s rights, but has produced these Guidelines for illustrative purposes. These Guidelines are not intended to be, and are not a substitute for, legal advice. If you think you may have infringed the ICC’s rights, or you are proposing to do something that you think may infringe the ICC’s rights, the ICC recommends that you seek independent legal advice.