



ICC Cricket World Cup 2015 Australia & New Zealand

Brand and Content Protection Guidelines

Public Advisory Document

These Brand and Content Protection Guidelines provide guidance on acceptable and sanctioned use of proprietary content and intellectual property rights owned by the International Cricket Council in relation to the ICC Cricket World Cup 2015 to be staged in Australia and New Zealand. These Guidelines may be updated periodically. Please check the ICC's official website at www.icc-cricket.com for the latest version.



**International
Cricket Council**



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Introduction

These ICC Cricket World Cup 2015 Brand and Content Protection Guidelines (“**Guidelines**”) are issued by the International Cricket Council (“**ICC**”) and provide guidance on appropriate and acceptable commercial and non-commercial utilisation by third parties of the proprietary names (“**ICC CWC Names**”), proprietary marks and trophy image (together, the “**ICC CWC Marks**”) and audio-visual representations of the ICC Cricket World Cup 2015 match play in all media (“**ICC CWC Footage**”) relating to the ICC Cricket World Cup 2015 (“**ICC CWC 2015**”). These Guidelines shall apply to activities by third parties on a worldwide basis, including in the host countries of Australia and New Zealand.

For the purposes of these Guidelines, the ICC CWC Names, ICC CWC Marks and ICC CWC Footage together constitute the “**ICC CWC 2015 IPR**”.

The value of the ICC CWC 2015 IPR and its appropriate and acceptable use and protection thereof are critical to the success of the ICC CWC 2015. 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 CWC 2015 IPR.



Frequently Asked Questions

? Why protect the ICC CWC 2015 brand?

Any world class event such as the ICC CWC 2015 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 CWC 2015 IPR are protected and managed by the ICC. If anyone could use the ICC CWC 2015 IPR for free, or could create or suggest an association with the ICC CWC 2015, there would be no incentive for sponsors, partners, licensees 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, licensees and broadcasters. Also, in order to maintain the integrity of the ICC CWC 2015 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 CWC 2015 IPR and their uses.



What constitutes “ICC CWC 2015 IPR”?

All of the official names, phrases, trademarks, trade names, logos, trophy image and designs related to the ICC CWC 2015 are protected by the law in a variety of ways. The following are some of the current items that make up the ICC CWC Names and ICC CWC Marks:

ICC CWC 2015 Names*

- ✓ ICC
- ✓ International Cricket Council
- ✓ ICC Cricket World Cup 2015
- ✓ ICC Cricket World Cup
- ✓ ICC CWC 2015
- ✓ ICC CWC
- ✓ Cricket World Cup 2015
- ✓ Cricket World Cup
- ✓ CWC
- ✓ CWC 2015
- ✓ Cricket World Tournament
- ✓ Cricket World Tournament Sponsor
- ✓ Cricket World Trophy
- ✓ Cricket World Cup Champions
- ✓ Cricket World Champions

**For a full set of protected words, please also refer to the Appendix.*

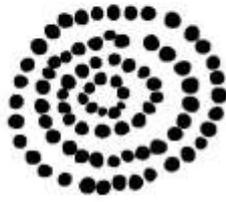
ICC CWC 2015 Marks



ICC CWC 2015 Trophy



Aboriginal graphics



Official Look
Element

Maori graphics



ICC Motto

“Great Sport Great Spirit”

Official ICC Website

[www.icc-
cricket.com](http://www.icc-cricket.com)



ICC Names and Marks from Previous Editions of the ICC Cricket World Cup

Provided below is a non-exhaustive list of intellectual property from previous editions of the ICC Cricket World Cup, including but not limited to, the names and marks from previous editions of the ICC Cricket World Cup, over which the ICC has absolute ownership and exclusive rights.

ICC CWC Marks (previous editions of the ICC Cricket World Cup)



Also, still images, live audio-visual footage of match play action and deferred highlights/clips of match play action, where applicable, constitute protected and proprietary ICC CWC Footage, which forms a part of ICC CWC 2015 IPR. The unlicensed usage of ICC CWC 2015 IPR is not permitted in any manner or form whatsoever, including partial usage, substantial usage and/or usage of short forms/variations of ICC CWC 2015 IPR save as permitted by copyright or “fair dealing” principles.



How are the ICC CWC 2015 IPR protected?

The ICC CWC 2015 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 CWC 2015 match tickets are sold and pursuant to which stadium entry is permitted.

In addition to the above, the ICC CWC 2015 IPR are protected under special legislation in Australia and New Zealand, such as the [Major Sporting Events \(Indicia and Images\) Protection Act, 2014](#), in Australia, and the [Major Events Management \(Cricket World Cup 2015\) Order 2013](#), a New Zealand Order in Council under the [Major Events Management Act, 2007](#). These laws regulate the use for commercial purposes of the words, marks, emblems and images associated with major sporting events, including the ICC CWC 2015.



What uses are unlawful without a licence from the ICC?

The unlicensed and unauthorised use of any of the ICC CWC Names, ICC CWC Marks (or any other marks or logos that are confusingly similar to, or likely to be mistaken for, them) or ICC CWC Footage is strictly prohibited. For example, without a licence from the ICC, it is unlawful to (i) use the ICC CWC Names and ICC CWC Marks in a manner likely to cause confusion among

members of the public as to the existence of a commercial association with the ICC CWC 2015, or (ii) reproduce or distribute items using ICC CWC 2015 IPR in the course of trade. The ICC CWC Names and ICC CWC 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-licenses. It is also unlawful, through the use of ICC CWC 2015 IPR, to falsely represent or imply any association, affiliation, endorsement, sponsorship or similar relationship with the ICC CWC 2015.

It is important to note that a formal or pre-existing association with any of the participating national teams, players or the tournament venues does not permit a team partner, team sponsor, player sponsor or venue sponsor any right to use the ICC CWC 2015 IPR (other than the specific rights such team is authorised by the ICC to licence) without the prior authorisation of the ICC.



When can the ICC CWC 2015 IPR be used?

The ICC CWC 2015 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-licenses. Such licence and authorisation will only be given to official ICC CWC 2015 sponsors, partners, licensees and non-commercial partners. There are very few situations in which the ICC CWC 2015 IPR can be used without the ICC's explicit licence and consent.

The ICC CWC Names, ICC CWC Marks and, to a limited extent and subject to the ICC CWC 2015 Media Accreditation Terms and Conditions and news access guidelines (and all relevant copyright laws), the ICC CWC 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 CWC 2015, journalists are able to use the ICC CWC Names and ICC CWC Marks to illustrate their editorial-only feature subject to full compliance with applicable laws and regulations. Such use of ICC CWC 2015 IPR must be in compliance with these Guidelines.

The ICC's intention is not to restrict people from interacting with the ICC CWC 2015 or providing or sharing information on the ICC CWC 2015, 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 CWC 2015 IPR is permitted, such usage cannot be for commercial purposes.



What are the consequences of using the ICC CWC 2015 IPR without the ICC's authorisation?

Unauthorised use of the ICC CWC 2015 IPR may infringe one or more of the intellectual property rights of the ICC, the terms of the agreements signed between the ICC and official sponsors and partners of the ICC, the provisions of applicable laws in relation to the ICC CWC 2015 in Australia and New Zealand, and/or the terms and conditions under which ICC CWC 2015 tickets are sold and stadium entry is permitted. While the ICC expects full compliance with the above, it is prepared to take all legal 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 may be 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 CWC 2015 IPR and/or potential infringements constituting breach of the Media Accreditation Terms and Conditions and/or the news access guidelines and/or the terms and conditions of download and usage of the ICC and ICC CWC 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 ICC CWC 2015 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 CWC 2015 IPR and ensure persons are dissuaded from infringing any rights relating to the ICC CWC 2015.



What rights do team sponsors and partners have?

Team sponsors and partners are granted certain rights by the teams they associate with. The rights that teams may grant to their sponsors and partners are governed by the team participation agreement, advisories on the use of participating players in advertising campaigns and other applicable rules and documents. In no event may a team grant, or a team sponsor or partner be granted, any rights in the ICC CWC 2015 IPR. As a result, a team sponsor or partner shall in no event use the ICC CWC 2015 IPR (other than specifically granted rights to use team names, team marks, etc.) by virtue of being a team sponsor or partner. For the sake of clarity, no

team sponsor or partner may use the ICC CWC Names or ICC CWC Marks in any of its marketing communications or promotions.

What are some specific examples of impermissible unlicensed behavior?

For the sake of guidance, a non-exhaustive list of impermissible commercial behaviour is given as follows:

Advertisements, promotions and events

The use of general cricket terms and imagery in advertisements and promotions is permissible, subject to the user obtaining appropriate permission from the copyright owner for the use of the cricket imagery.



However, advertisement features stating or suggesting an association between a brand, product, service or event and the ICC CWC 2015 by using ICC CWC 2015 IPR are impermissible. Similarly, businesses that produce newsletters to customers or clients must ensure that ICC CWC 2015 IPR is not used, especially in a way which suggests a commercial association between their business and the ICC.

The same applies to businesses that invite customers to ICC CWC 2015-themed events. Holding an event which is only about the ICC CWC 2015 and uses ICC CWC 2015 IPR is not permissible. This is particularly true of events that have commercial sponsors involved.



Websites

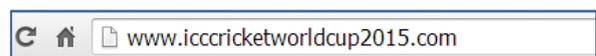
Trademark and copyright laws apply equally to the Internet and to websites. Websites that provide information about the ICC CWC 2015 and are being operated on a purely non-commercial basis – for example, a supporters' site used to provide information about players participating in the ICC CWC 2015, or a chat forum about the ICC CWC 2015 – are unlikely to infringe the ICC's rights. However, the creation of ICC CWC 2015 - specific communities that use ICC CWC 2015 IPR and solicit and raise sponsorships and advertising constitutes commercial use of ICC CWC 2015 IPR and are impermissible.



In particular, live streaming and deferred uploading of ICC CWC Footage (whether or not for profit), reproduction of ICC CWC Names and ICC CWC Marks in commercial contexts online and sale of counterfeit and unofficial ICC CWC 2015 merchandise on auction and other websites constitute serious infringements of ICC CWC 2015 IPR and could result in civil penalties and even criminal prosecution.



The registration and use of domain names that use ICC CWC Names also infringes ICC trademarks and any attempt to divert web traffic by the use of ICC CWC Names in meta-tags or other notations or through the purchase of ICC CWC 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 CWC 2015 or claim “official” status without licence or use ICC CWC 2015 IPR are impermissible.



Business Names

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



Tickets and Hospitality Packages

Tickets to ICC CWC 2015 matches are sold under specific conditions. Primarily, these may only be purchased through officially appointed ticketing agents for personal use. ICC CWC 2015 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 CWC 2015 sponsors and partners and is otherwise strictly prohibited by the ticket terms and conditions. Further, ICC CWC 2015 tickets may not be resold for profit or as part of hospitality packages by unlicensed travel agents or other entities.



Public Screenings

The ICC and its official broadcaster retain all rights to licence commercial screenings of ICC CWC Footage made available to members of the public or displayed in public places. Prohibited acts include display of ICC CWC Footage in movie theatres, the sale of tickets or levying of a cover charge for entry to a location screening ICC CWC Footage or ICC CWC 2015-themed screening events that use ICC CWC 2015 IPR.



Merchandise

Merchandise with general cricket terms, Australia and New Zealand related terms or participant country flags, provided there is no usage of ICC CWC 2015 IPR are permissible. Prohibited acts include the manufacture and sale of counterfeit merchandise relating to the ICC CWC 2015, and the use of ICC CWC 2015 IPR or any reference to the ICC CWC 2015 or unlicensed use of the ICC CWC 2015 IPR relating to any of the teams participating in the ICC CWC 2015 in the merchandise.



Mobile and wireless services and applications

ICC CWC 2015 IPR may not be used on any mobile or wireless technology, including on mobile applications without licence from the ICC or its global telecommunications partner (or its sublicensees). Further, SMS updates of live scores, games, competitions and features that utilise ICC CWC 2015 IPR may not be offered or made available without a licence from the ICC's official mobile partner.



Match Schedule

Use of the match schedule to provide information in a purely non-commercial sense is permitted. ✓



However, the commercial use or presentation of the match schedule by third parties is not permitted. ✗



Editorial uses, Newsletters

Purely editorial use of ICC CWC Names and ICC CWC Marks solely for conveying information on the ICC CWC 2015 and without association with any commercial entity is permissible. ✓



However, this journalistic use exception with respect to ICC CWC 2015 IPR 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 CWC 2015. ✗



Who are the Partners of the ICC CWC 2015 (Commercial and Broadcast)?





Disclaimer

These Guidelines are not an exhaustive description of the ICC's rights at law or in contract. All such rights are explicitly reserved by the ICC. The examples provided in these Guidelines are for illustrative purposes only and may not be used as a defence in the event that the ICC's rights are infringed. The ICC does not provide individual advice to people concerned that their activities may infringe the ICC's rights. 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.

Appendix

Protected Words

In Australia, the protected words under the *Major Sporting Events (Indicia and Images) Protection Act 2014* are as follows:

- ✓ ICC
- ✓ International Cricket Council
- ✓ ICC Cricket World Cup
- ✓ Cricket World Cup 2015
- ✓ Cricket World Cup
- ✓ CWC
- ✓ CWC 2015
- ✓ Cricket World Tournament
- ✓ Cricket World Tournament Sponsor
- ✓ Cricket World Trophy
- ✓ Cricket World Cup Champions
- ✓ Cricket World Champions

Plus any words in Column A if used in combination with any words in Column B:

Column A	Column B
International Cricket Council	2015
ICC	Partner
ICC Cricket World Cup	Sponsor
ICC Cricket World Cup Event	Official
ICC World Cup	Commercial
Cricket World Cup	Ticket
World Cup Cricket	Ticketing
	Broadcast
	Broadcaster
	Champion
	Fanzone
	Hospitality
	Product
	Store
	Host
	Nation
	Licensee

Licensed
Trophy
Qualifier
Agent
Retail
Supplier
Merchandise
Merchandiser
Caterer
Finalist
Finalists
City
Venue

In New Zealand, the protected words under the *Major Events Management (Cricket World Cup 2015) Order 2013* are as follows:

The following words or any combinations thereof:

- ✓ Cricket World Champions
- ✓ Cricket World Cup
- ✓ Cricket World Cup 2015
- ✓ Cricket World Cup Agent
- ✓ Cricket World Cup Caterer
- ✓ Cricket World Cup Champions
- ✓ Cricket World Cup Commercial Partner
- ✓ Cricket World Cup Fanzone
- ✓ Cricket World Cup Merchandiser
- ✓ Cricket World Cup Official Broadcaster
- ✓ Cricket World Cup Official Hospitality
- ✓ Cricket World Cup Official Licensed Product
- ✓ Cricket World Cup Official Partner
- ✓ Cricket World Cup Official Store
- ✓ Cricket World Cup Sponsor
- ✓ Cricket World Tournament
- ✓ Cricket World Tournament Sponsor
- ✓ Cricket World Trophy
- ✓ CWC
- ✓ CWC 2015
- ✓ ICC
- ✓ ICC Broadcast Partner

- ✓ ICC Commercial Partner
- ✓ ICC Cricket World Cup
- ✓ ICC Cricket World Cup Qualifier
- ✓ ICC Cricket World Cup Qualifier 2014
- ✓ International Cricket Council
- ✓ The Flagship of Cricket

Plus any words in Column A if used in combination with any words in Column B:

Column A

Cricket World
 Cricket World Cup
 Cricket World Cup Qualifier
 CWC
 CWC Qualifier
 ICC
 ICC Cricket
 ICC Cricket World Cup
 ICC Cricket World Cup Event
 ICC Cricket World Cup Qualifier
 ICC World Cup
 ICC World Cup Qualifier
 International Cricket Council
 World Cup Cricket

Column B

2014
 2015
 Broadcaster 2015
 Caterer
 Champions 2015
 Fanzone
 Finalists
 Finalists 2015
 Host
 Host City 2015
 Host Venue 2015
 Hospitality Agent 2015
 Hospitality Partner 2015
 Licensed Product 2015
 Licensee 2015
 Merchandiser
 Partner
 Partner 2015
 Qualifier 2014
 Retail Agent 2015
 Sponsor 2015
 Supplier 2015
 Ticketing Agent
 Ticketing Partner
 Travel Partner
 Trophy 2015
 World Cup Broadcaster



World Cup Champions
World Cup Championship
World Cup Hospitality
World Cup Licensed
World Cup Nation
World Cup Partner
World Cup Qualifier
World Cup Retail
World Cup Sponsor
World Cup Ticketing
World Cup Travel
World Cup Trophy