



ICC Women's World T20 2018

Brand and Content Protection Guidelines

Public Advisory Notice

Introduction

These Brand and Content Protection Guidelines for the ICC Women's World T20 2018 ("**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 Names**"), proprietary marks ("**ICC Marks**") and audio-visual representations of match play in all media ("**ICC Footage**") relating to the ICC Women's World T20 2018, scheduled to take place between 9 November 2018 and 24 November 2018 ("hereinafter referred to as the "**Event**").

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

The value of the ICC IPR as well as appropriate and acceptable use and protection thereof are critical to the success of the Event. 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 IPR.

Frequently Asked Questions



Why protect the Women's World T20 brand?

Any world class sporting event, such as the Event, 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 IPR are protected and managed by the ICC. If anyone could use the ICC IPR for free, or could create or suggest an association with the Event, 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.

In addition, in order to maintain the integrity of the Event's brands and to protect against dilution and damage to their reputation and prestige, it is vital that the ICC retains careful control of the ICC IPR and their uses.



What constitutes the ICC IPR?

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

- The official logo of the Event, as well as the ICC logos;



- The words "ICC", "International Cricket Council", "ICC Women's World T20 2018", "ICC Women's World T20"; "Women's World T20 2018", "Women's World T20", "World T2018", "World T20", "WW T20 2018, "WW T20";
- The trophy image for the Event;



- The names, marks and logos of any previous editions of the Event and/or any other previous ICC events;
- The official website of the Event: <https://www.icc-cricket.com/worldtwenty20>; and
- The official songs and/or mascots of the Event (if any).

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



How are the ICC IPR protected?

The ICC 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 match tickets of the Event 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 Names, ICC Marks (or any other marks or logos that are confusingly similar to, or likely to be mistaken for them) or ICC Footage is strictly prohibited. For example, without a licence from the ICC, it is unlawful to (i) use the ICC Names and ICC Marks in a manner likely to cause confusion among members of the public as to the existence of a commercial association with the Event, or (ii) reproduce or distribute items using ICC IPR in the course of trade. The ICC Names and ICC Marks cannot be used on goods, in business names or in advertising or promotions without a license 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 IPR, to falsely represent or imply any association, affiliation, endorsement, sponsorship or similar relationship with the Event.

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 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 IPR be used?

The ICC 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 sponsors, partners, licensees and non-commercial partners of the Event. There are very few situations in which the ICC IPR can be used without the ICC's explicit licence and consent.

The ICC Names, ICC Marks and, to a limited extent and subject to the Media Accreditation Terms and Conditions and News Access Regulations applicable to the Event (and all relevant copyright laws), the ICC 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 Event, journalists are able to use the ICC Names and ICC 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 Event or providing or sharing information on the Event, 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 IPR is permitted, such usage cannot be for commercial purposes.



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

Unauthorised use of the ICC 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 tickets for the Event 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 IPR and/or potential infringements constituting breach of the applicable Media Accreditation Terms and Conditions and/or the News Access Regulations and/or the terms and conditions of download and usage of the ICC and ICC 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 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 IPR and ensure persons are disincentivised from infringing any rights relating to the Event.



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 IPR. As a result, a team sponsor or partner shall in no event use the ICC 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 Names or ICC Marks in any of its marketing communications or promotions.



What are some specific examples of impermissible unlicensed behaviour?

It is evident that many people are eager to use the ICC IPR to boost their business activities by marketing their products in connection with the Event. The ICC is already aware of businesses

seeking to gain an unauthorised association with the Event 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 Event by using ICC Names, ICC Marks and ICC Footage are impermissible. Similarly, businesses that produce newsletters to customers or clients must ensure that ICC Names, ICC Marks and ICC Footage are not used, especially in a way which suggests a commercial association between their business and the Event.

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

Websites:

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

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

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

Business Names:

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

Tickets and Hospitality Packages:

Tickets to matches of the Event are sold under specific conditions. Primarily, these may only be purchased through officially appointed ticketing agents for personal use. Tickets to the Event 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, tickets to the Event 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. Tickets to the Event 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, the Event or parts of it, to the detriment of the ICC or its commercial affiliates, whether by way of an unauthorised use of ICC Names and ICC Marks or otherwise.

Public Screenings:

The ICC and its official broadcaster retain all rights to license commercial screenings of ICC Footage made available to members of the public or displayed in public places. Prohibited acts include display of ICC Footage in movie theatres, the sale of tickets or levying of a cover charge

for entry to a location screening ICC Footage or screening events themed after the Event that use the ICC Names, ICC Marks and ICC Footage.

Editorial uses, Newsletters:

Purely editorial use of ICC Names and ICC Marks solely for conveying information on the Event and without association with any commercial entity is permissible use. However, this journalistic use exception with respect to ICC Names, ICC Marks and ICC 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 Event.

Official Symbols & Marks of the Event

Official Logo



ICC Official Logo



Trophy Image for the Event



Summary

Advertisements, Promotions and Events



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



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



Ticket promotion



Tickets to the Event may not be used for any form of commercial promotion or other commercial purpose.



Contest/Game/Lottery



Use of ICC IPR or claim of official status without licence is not permitted.



Editorial use



Legitimate news reporting or editorial usage.



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



Match Schedule



Non-commercial use.



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



Business Names



General cricket related name or a name related to West Indies, provided there is no usage of ICC IPR.



Use of ICC Marks or ICC Names as part of business name is not permitted.



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Merchandise



Merchandise with general cricket terms, West Indies related terms or participant country flags, provided there is no usage of ICC IPR.



a) Manufacture and sale of counterfeit merchandise relating to the Event is illegal and is hence not permitted.

(b) Use of ICC IPR or any reference to the Event or unlicensed use of the IPR relating to any of the teams participating in the Event in the merchandise is not permitted.



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



General cricket-related or West Indies related decorations.



ICC IPR may not be used for in-store decorations.



Domain Names and Website Use



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



(a) ICC 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 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.

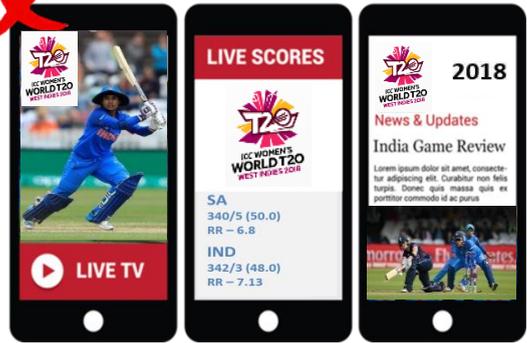
(c) ICC Marks may not be used as hyperlinks or short cuts on the internet.



Mobile phone and wireless services



Use of ICC IPR or claim of official status without license is not permitted.



Hospitality and travel packages



Use of tickets to the Event and ICC IPR without licence is not permitted.



Live streaming of Event



Use of ICC Footage without license, other than for journalistic purposes, is not permitted.





PLEASE NOTE: *This document is not an exhaustive description of any or all of the ICC's rights. 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.*