



BRAND AND CONTENT PROTECTION GUIDELINES

PUBLIC ADVISORY NOTICE



INTRODUCTION

These Brand and Content Protection Guidelines (“*Guidelines*”) for the ICC Men’s Cricket World Cup 2019 (the “*Event*”) are issued by ICC Business Corporation FZ LLC, a wholly owned subsidiary of the International Cricket Council Limited (“*ICC*”). The Guidelines are intended to provide guidance on appropriate and acceptable commercial and non-commercial utilisation by third parties of the intellectual property rights within the proprietary names (“*ICC Names*”), proprietary marks (“*ICC Marks*”) and audio-visual representations of match play in all media (“*ICC Footage*”) relating to 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 requires appropriate and acceptable use and protection in light of its importance to the success of the Event. These Guidelines provide an overview of why the ICC must and will protect its brand, what the ICC’s legal rights are, and what third parties can and cannot do in relation to the Event and the ICC IPR.

FREQUENTLY ASKED QUESTIONS

Why protect the ICC Cricket World Cup brand?

Any world class sporting 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 organisers in consideration for their support. As a result, it is vital that all ICC IPR are protected and managed by the ICC. The ICC must prevent unlicensed third parties from engaging in unauthorised activities that damage or dilute the ICC’s exclusive rights and those of its broadcast and commercial partners. 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 broadcasters, sponsors or other commercial partners or 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 significantly.

In addition, in order to maintain the integrity of the Event’s brand 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, trade marks, 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 items that make up the ICC Names and ICC Marks:

- The official logo of the Event;
- The official ICC logo;
- The words and phrases “*ICC*”, “*International Cricket Council*”, “*ICC Men’s Cricket World Cup 2019*”; “*ICC Cricket World Cup 2019*”, and “*Cricket World Cup*”;
- The image of the Cricket World Cup trophy;
- The names, marks and logos of any previous editions of the Event and/or any other previous ICC events;
- The official ICC website (www.icc-cricket.com);
- The official website of the Event: (www.cricketworldcup2019.com); 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 copyright law, trade mark and design 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 entrance to the Venue 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 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 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, as well as relevant copyright laws) the ICC Footage, may be used for news reporting purposes in non-commercial, editorial 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 law and regulation.

The ICC's intention is not to restrict people from interacting with the Event or providing or sharing information on the Event, but to ensure that, when they do so, the ICC's legal rights are 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 entrance to the Venue is permitted. While the ICC expects full compliance with the above, it is prepared to take all necessary legal action in the eventuality of infringements and violations. This could include an injunction to stop the infringing activity, a suit for damages / compensation, or an enforced accounting of profits by the infringing party 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 the relevant persons and entities are dissuaded 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 Members Participation Agreement (entered into between the ICC and its Full Members for the duration of the 2015-2023 rights cycle), 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, ICC Marks or ICC Footage 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 not permitted. Similarly, businesses that produce newsletters to customers or clients must ensure that ICC IPR is 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 Cricket World Cup themed events. 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 social media pages 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 not permitted.

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 the sale of counterfeit and unofficial Event



merchandise constitutes a serious infringement of the ICC IPR and could result in civil penalties and potential criminal prosecution.

The registration and use of domain names that use ICC Names also infringes ICC trade marks. Any attempt to divert web traffic by the use of ICC Names in meta-tags or through the purchase of ICC Names as search or advertising keywords is not permitted.

The creation of fantasy leagues or other online competitions or events that use or make reference to the Event and use ICC IPR or claim “official” status without licence are not permitted.

- **Business Names:**

Adopting business or trading names that include ICC Names and using business logos that include ICC Marks or confusingly similar marks is not permitted.

- **Tickets and Hospitality Packages:**

Tickets to matches at the Event are sold subject to specific terms and conditions, which are available to view on the Event website. 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 the use of tickets for this purpose by unlicensed third parties is strictly prohibited by the 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 which include tickets to the Event is reserved exclusively for the ICC’s official travel and tours partner 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 hotel accommodation) 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, whether by way of an unauthorised use of ICC Names and ICC Marks or otherwise.

- **Public Screenings:**

The ICC retains all rights to license commercial screenings of ICC Footage or displays of ICC Footage in public places (such as displays in cinemas, theatres, and venues where tickets are sold or a cover charge is levied).

- **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 permitted. 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, and does not in any way permit an entity to state or suggest an official association between their product, service or event and the Event.



OFFICIAL SYMBOLS AND MARKS OF THE EVENT

OFFICIAL ICC MEN'S CRICKET WORLD CUP 2019 LOGO



ICC OFFICIAL LOGO



ICC MEN'S CRICKET WORLD CUP TROPHY IMAGE





SUMMARY

Advertisements, Promotions and Events

Permitted: use of general cricket terms and imagery (subject always to the user obtaining appropriate permission from the copyright owner)

Not permitted: Use of ICC IPR without licence for the purposes of any advertisements, promotions or events

Ticket promotions

Not permitted: Use of tickets to the Event may for any form of commercial promotion or other commercial purpose

Contests/Games/Lotteries

Not permitted: use of ICC IPR or claim of official status without licence

Editorial use

Permitted: legitimate news reporting or editorial usage

Not permitted: commercial use or presentation of editorial content by third parties using ICC IPR

Match Schedule

Permitted: non-commercial use

Not permitted: commercial use or presentation

Business Names

Permitted: general cricket related name or a name related to England and Wales, provided there is no usage of ICC IPR.

Not permitted: use of ICC Marks or ICC Names as part of a business or trading name

Merchandise

Permitted: merchandise with general cricket terms or participant country flags, provided there is no usage of ICC IPR.

Not permitted: manufacture and sale of counterfeit merchandise relating to the Event; unlicensed use of ICC IPR or IPR relating to any of the teams participating in the Event.

Domain Names and Website Use

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



Not permitted: (i) use of ICC Marks may 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; (ii) incorporation of ICC Marks 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; (iii) use of ICC Marks as hyperlinks or short cuts.

Mobile phone and wireless services

Not permitted: use of ICC IPR or claim of official status without licence

Hospitality and travel packages

Not permitted: use of tickets to the Event and/or use ICC IPR without licence

Live streaming of Event

Not permitted: Use of ICC Footage without licence

PLEASE NOTE: This document is not intended as a comprehensive 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 if you are intending to do something that you think may infringe the ICC's rights, it is recommended that you seek independent legal advice.