

London Organising Committee of the
Olympic Games and Paralympic Games Limited

Rule 40 Guidelines
July 2011



Rule 40

What athletes and agents need to know

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Executive summary

Rule 40 of the Olympic Charter limits athletes competing in the Olympic Games from appearing in advertising during and shortly before the Olympic Games. This helps prevent ambush marketing which might otherwise utilise athletes to create an association with the Games.

These guidelines explain the rationale and application of Rule 40 in the United Kingdom.

'Express consents' to use athletes in advertising are available for official sponsors of London 2012, but other businesses are generally restricted from the use of athletes in their advertising during this period.

However, these guidelines set out some scenarios in which 'deemed consent' will apply for all advertisers (whether or not a London 2012 sponsor). These essentially relate to long-term use of athlete images on websites, in catalogues and on product packaging: advertising which doesn't conflict with the purpose of Rule 40.

The guidelines also explain a few scenarios when express consent for other forms of advertising that doesn't conflict with Rule 40 may be granted (see page 18).

Introduction

These guidelines are issued by The London Organising Committee of the Olympic Games and Paralympic Games Limited (LOCOG) and the British Olympic Association (BOA) to explain to athletes and National Governing Bodies (NGBs), their agents and sponsors, and other businesses which use athletes in their advertising, how LOCOG and the BOA intend to implement Rule 40.

This rule limits Games-time advertising activities for competitors, coaches, trainers and officials (collectively referred to in this document as 'Participants') participating in the Olympic Games. It is known as Rule 40 of The Olympic Charter. Prior to July 2011, Rule 40 was known as Rule 41.3 of the Olympic Charter.

The International Olympic Committee (IOC) has traditionally only allowed limited exceptions to Rule 40 but for the London 2012 Games, the IOC has given Organising Committees and National Olympic Committees (NOCs) the flexibility to issue guidelines which take into account the local laws in their territory. We hope these guidelines will clarify what is and isn't acceptable during the Games Period (as defined on page 7), and place British athletes and NGBs in a better position to work with their sponsors.

Who do these guidelines apply to?

It is the responsibility of all Participants to comply with Rule 40. However, businesses using Participants in their advertising, and NGBs and agents who are involved in approving use of athlete images in advertising, will want to ensure they are not putting an athlete in breach of Rule 40. These guidelines are therefore relevant to:

- Athletes and others who will be Participants in the London 2012 Olympic Games (note that these guidelines focus on use of Team GB athletes but are also relevant to overseas athletes competing in the Games who are used in adverts in the UK)
- Athlete agents
- NGBs
- Businesses and other organisations (eg: charities or non-commercial organisations) using athletes in their advertising in the United Kingdom:

– a. Official London 2012 sponsors, broadcasters and licensees ('London 2012 Partners')

The IOC allows London 2012 Partners to use Participants in advertising during the Games, and Rule 40 approvals will be granted subject to the Partner obtaining any necessary consents from the Participants featured and respecting the supplementary guidelines for Partners, which will be issued by LOCOG.

London 2012 Partners will also benefit from the deemed consents set out in pages 10-15. Advertising that benefits from this will not need to be submitted for Rule 40 approval (although if Olympic/London 2012 marks are used, the normal approvals processes will apply).

– b. Other businesses and organisations ('Non-London 2012 Partners')

These guidelines provide some 'deemed consents' to Rule 40 (see pages 10-15) that will apply to Non-London 2012 Partners using Participants in UK advertising. They also indicate some limited circumstances when LOCOG may provide express consent for advertising that doesn't benefit from a deemed consent but does not conflict with the principles of Rule 40.

Where an advertiser is featuring a Participant in an advert in the UK, but the Participant is not a member of Team GB ('Overseas Participants'), the approval of both the relevant NOC and LOCOG will be required, and the deemed consents set out at pages 10-15 below will not apply.

These guidelines do not apply in relation to advertising outside the UK. If you are considering an advert for use outside the UK, please refer to the relevant NOC.

Please note:

Paralympic rules

There is an equivalent rule in the Paralympic Handbook which governs the advertising activities of athletes competing at the Paralympic Games. We will issue separate guidance in due course.

BOA Team Members' Agreement

All athletes, coaches, officials etc who participate in any Olympic Games for Great Britain and Northern Ireland must sign up to obligations under the BOA's Team Members' Agreement. This reiterates the obligation in respect of the Olympic Charter and sets out further restrictions relating, for example, to the use of team kit for promotional purposes. Full details of these restrictions are available from the BOA, who will publish separate guidance for athletes and their agents.

IOC Blogging guidelines

The IOC has issued guidelines regarding Participants blogging, tweeting and so on about the Games. These are available at http://www.olympic.org/Documents/Games_London_2012/IOC_Social_Media_Blogging_and_Internet_Guidelines-London.pdf

National Governing Bodies' commitments

The NGBs of Olympic sports are also bound, through their membership of the BOA, to respect the Olympic Charter and have made commitments not to engage in ambush marketing.

Laws protecting the Olympic and Paralympic brands

In the UK, the Olympic and Paralympic brands in all their forms (including the Olympic rings, the London 2012 name, emblems, mascots and pictograms, the Team GB name and logo – together the 'Games Marks') are protected by law in a number of ways. Full details of how and why we protect the brand are available at www.london2012.com/brandprotection. Please note that even if a Rule 40 deemed consent applies, this does not exempt the advertiser from complying with the law: no Games Marks should be used in the advertising without LOCOG consent, nor should the advert otherwise create an unauthorised association between the advertiser and the Games.

Why are there restrictions on use of athletes in advertising during the Olympic Games?

The rationale for Rule 40 goes back to the amateur roots of the Olympic movement. The rule ensured that athletes maintained their amateur status. The Games have, of course, moved on and in the majority of sports professional athletes now compete in the Games. However, to protect against ambush marketing; prevent unauthorised commercialisation of the Games; and to protect the integrity of athletes' performance at the Games, the IOC places certain limits on how a Participants' image can be exploited during the Games Period.

Ambush marketers have, in the past, used their association with athletes and NGBs to suggest or imply that they have an association with the Olympic Games. This undermines the exclusivity that Organising Committees and/or NOCs can offer official Games and Team sponsors, without whose investment the Games could not happen. The implication of an association with the Games through use of athletes is particularly powerful during and immediately before the Games. To protect against this, Rule 40 therefore places limits on the advertising activities of Participants, solely for the period of, and just before, the Games.

What is Rule 40?

Rule 40 of the Olympic Charter states:

'Except as permitted by the IOC Executive Board, no competitor, coach, trainer or official who participates in the Olympic Games may allow his person, name, picture or sports performances to be used for advertising purposes during the Olympic Games.'

What does this mean?

'Competitor, coach, trainer or official'

Rule 40 applies to competitors, coaches, trainers and officials who are participating in the Games ('Participants'). Rule 40 does not apply to Olympians who have competed in previous Games but who are not participating in the London 2012 Games in any capacity. Nor does Rule 40 apply to other accredited people, such as broadcasters, volunteers or VIPs.

Note that Rule 40 is specific to the Olympic Games but there is an equivalent rule for the Paralympic Games. The rules are however distinct and apply for different periods, therefore Olympians are not subject to the restrictions during the Paralympic Games after the Olympic Games Period has ended, and Paralympians are not subject to the restrictions during the Olympic Games Period.

'Person, name, picture or sports performance'

Any reference to the Participant, whether by their personal appearance, use of their image (or any representation of such image, whether two or three dimensional), name or sports performance (including performance at the Games and recent historical performance), in advertising will fall within the scope of Rule 40.

'Advertising purposes'

'Advertising purposes' encompasses all forms of commercial promotion, including (but not limited to):

- Traditional advertising in paid-for space, including press adverts, billboards, television and radio adverts and online advertising;

- Direct mail advertising (electronically or by post);
- PR, including personal appearances and press releases;
- On-product promotions and advertising;
- In-store promotions; and
- Corporate websites, social networking sites, blogs and viral adverts.

'Games Period'

For the London 2012 Olympic Games, Rule 40 will apply from **18 July 2012** until three days after the Closing Ceremony for the Games – **15 August 2012**.

'Consent'

In relation to all advertising in the UK, LOCOG will implement Rule 40: it will grant consents, whether to London 2012 Partners or Non-London 2012 Partners, and will consider whether or not deemed consents are being appropriately exercised. LOCOG will consult with the BOA wherever Team GB athletes are used.

If an Overseas Participant is featured in a UK advert, in addition to LOCOG's consent (whether express or deemed), the express consent of the NOC of that Overseas Participant will also be required.

Where advertising is to be used globally by London 2012 Partners (by TOP Partners), the IOC will be responsible for granting consent. The BOA and LOCOG will be consulted in instances where that advertising is to take place in the UK.

How will Rule 40 be implemented in the UK?

LOCOG and the BOA are obliged to protect against ambush marketing; prevent unauthorised association with/commercialisation of the London 2012 Games and Team GB; and to protect the integrity of athletes' performance at the Games.

LOCOG and the BOA want to ensure that the implementation and enforcement of Rule 40 is carried out consistently, properly and fairly, and we want to ensure that Rule 40 is applied only as necessary to protect the purposes for which it exists. In order to do this, we have created these guidelines to clarify that we will treat some types of advertising in the UK as benefiting from 'deemed consent'. These are indicated with a tick on pages 10-15.

The deemed consent will apply to both London 2012 Partners and Non-London 2012 Partners featuring Team GB members (but not Overseas Participants) in UK advertising. Adverts benefiting from deemed consent need not be submitted to LOCOG or the BOA for Rule 40 consent. However, London 2012 Partners will still need to submit adverts which use Games Marks for approval, in accordance with their agreements with LOCOG and/or the IOC.

Express consent to Rule 40 may be granted to London 2012 Partners (for whom additional guidance will be provided) and in certain limited circumstances express consent may also be granted to other advertisers – these circumstances are indicated on page 18.

What is the sanction for a breach of Rule 40?

Participants who do not comply with Rule 40 may be sanctioned by the IOC and/or by the BOA in accordance with the Team Members' Agreement (which provides for wide ranging sanctions, including amongst other things, removal of accreditation and financial penalties). Rule 23 of the Olympic Charter allows sanctions including, ultimately, disqualification from the Games and/or withdrawal of the Participant's accreditation.

Important note:

If it is felt that the deemed consent is being abused and/or is being used in a way which conflicts with the rationale for Rule 40 (in particular, if the advertising is being used as part of an ambush marketing campaign), LOCOG may revoke this deemed consent and ask for the advertising to be withdrawn



Deemed consents Key principles

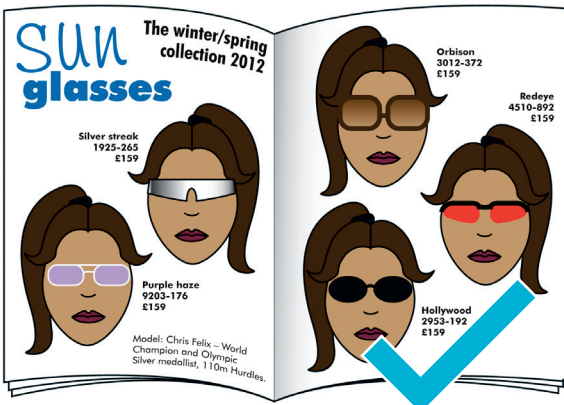
The following key principles apply to adverts benefiting from 'deemed consent' (as below):



- Deemed consent does not permit the advertiser to create an association with the Games or Team GB and all relevant legal rights of the IOC, LOCOG and the BOA must be respected. (See further www.london2012.com/brandprotection)
- The consent of the Participant(s) featured in the advert must always have been obtained.
- Some deemed consents are more relaxed for sports clothing or sports equipment manufacturers and sports specialist retailers. This recognises the role of such companies and their natural tendency to use athletes in advertising. However, these companies must still ensure adverts that benefit from deemed consent do not create an association with the Games or Team GB. Companies whose core business is not sport clothing/equipment/retail but may produce some such items (for example, a high street clothing brand which produces some sportswear) should not seek to exploit these deemed consents inappropriately.
- The only reference (express or implied) to the Games in adverts of Non-London 2012 Partners may be a proportionate, factual statement that the athlete is an Olympian/Olympic champion/medallist.
- If the advert features an Overseas Participant, the deemed consent will not apply and the consent of the relevant NOC must also be sought.
- Deemed consents only apply to UK adverts; and
- The third column, 'Advertising that does not benefit from deemed consent', seeks to provide examples for illustrative purposes only and is not exhaustive. Further examples of advertising which will not benefit from deemed consent are given on page 17. Equally, however, advertising not benefiting from deemed consent may still be granted express consent in certain circumstances, as indicated on page 18.


Category	Advertising that benefits from deemed consent ✓	Advertising that does not benefit from deemed consent ✗
Corporate websites	<p>References to Participants (including use of their image) on corporate websites (including social networking sites and other social media platforms) which:</p> <ul style="list-style-type: none"> – are in the context of factually describing the company’s support of the athlete (or sport) or are included within an archived news item or blog (provided that the item or blog was published prior to the Games Period); and – do not appear on the company’s home page or equivalent (including, for example, a landing page or front page of Facebook); and – do not refer expressly to the Games apart from to make a proportionate, factual statement that the athlete is an Olympian (and, for example, list their achievements at previous Games as at other sporting events along with other biographical details). 	<p>References to Participants (including use of their image) on corporate websites (including social networking sites and other social media platforms) which:</p> <ul style="list-style-type: none"> – appear on the company’s home page or equivalent (including, for example, a landing page or front page of Facebook); or – directly promote or endorse a product (but note the deemed consent for use in catalogues below); or – are not simply in the context of factually describing the company’s support of the athlete (or sport) and/or included within an archived news item or blog – the references are used in a more promotional context.



Category	Advertising that benefits from deemed consent 	Advertising that does not benefit from deemed consent 
Athlete websites	<p>References to Participants (including use of their image) on an athlete’s personal website or fansite (a website which is owned and produced by the athlete or their agent, to provide information about the athlete) may carry advertising for their personal sponsors, provided the adverts on the sites comply with these guidelines and any references to the Games are only within biographical details of the Participant’s achievements.</p> <p>If the Participant wishes to blog about the Games or provide other information/news about their experiences/results at the Games on their site, this must comply with the IOC’s blogging guidelines, available at:</p> <p>http://www.olympic.org/Documents/Games_London_2012/IOC_Social_Media_Blogging_and_Internet_Guidelines-London.pdf.</p> <p>Blogs from the Games should not appear on pages of an athlete's website which bear any advertising and should not mention their sponsors or otherwise promote any business.</p>	<p>References to Participants (including use of their image) on an athlete’s personal website or fansite (a website which is owned and produced by the athlete or their agent, to provide information about the athlete) which:</p> <ul style="list-style-type: none"> – carries advertising that doesn’t comply with these guidelines; and/or – carries advertising or other credits for their personal sponsors AND provides information/news about the athlete’s experiences/results at the Games (ie more than just references to the Games within biographical details of the Participant’s achievements). <p>Websites which focus on an athlete but are for the principal purpose of advertising (rather than providing information about the athlete) and/or which are owned/produced by the advertiser rather than the athlete or their agent will not benefit from deemed consent. However, see page 16 below about the potential to seek express consent in certain circumstances.</p>

Category	Advertising that benefits from deemed consent ✓	Advertising that does not benefit from deemed consent ✗
Catalogues and corporate brochures	<p>References to Participants (including use of their image) in product catalogues (online and in-store) and corporate brochures, provided that the catalogue or corporate brochure:</p> <ul style="list-style-type: none"> – was produced and has been widely available in the UK continuously since before 1 March 2012; and – does not feature the Participant on the front or rear cover; and – does not refer expressly to the Games, apart from to make a proportionate, factual statement that the athlete is an Olympian. <p>If the brochure/catalogue is for sports clothing or sports equipment and is issued by the manufacturer of those products or a sports specialist retailer, the date and front/rear cover restrictions noted above shall not apply.</p> 	<p>References to Participants (including use of their image) in product catalogues and corporate brochures which:</p> <ul style="list-style-type: none"> – are produced on or after 29 February 2012; or – are distributed by email or post during the Games Period; or – feature the Participants on the front or rear cover. <p>However, see page 16 below about the potential to seek express consent in certain circumstances.</p> <p>If the brochure/catalogue is for sports clothing or sports equipment and is issued by the manufacturer of those products or a sports specialist retailer, the date and front/rear cover restrictions noted above shall not apply.</p>

Category	Advertising that benefits from deemed consent 	Advertising that does not benefit from deemed consent 
Product packaging	<p>References to Participants (including use of their image) on product packaging (including swing tags and labels) if:</p> <ul style="list-style-type: none"> – the relevant goods were widely available for sale in the UK before 1 March 2012 and are not reasonably anticipated to be available in shops or other distribution channels during the Games Period (taking into consideration usual sales patterns for such relevant goods - i.e. products were anticipated to be sold through prior to the Games Period); or – in the case of sports clothing or sports equipment, the athlete is only shown on the packaging modelling the item (and no other promotional messages are made); and – the packaging does not refer expressly to the Games, apart from to make a proportionate, factual statement that the athlete is an Olympian. 	<p>References to Participants (including use of their image) on product packaging (including swing tags and labels) if:</p> <ul style="list-style-type: none"> – the relevant goods are likely to be available in shops during the Games Period (unless the packaging is for sports clothing or sports equipment and it only refers to the athlete by showing them modelling sports clothing or sports equipment, in which case the deemed consent shall apply); or – the relevant goods are given away as part of a promotion during the Games Period; or – the relevant goods are featured in advertising during the Games Period in a way in which the reference to the athlete is visible in the advert. <p>Note, however, the potential to seek express consent explained on page 16.</p>

Category	Advertising that benefits from deemed consent ✓	Advertising that does not benefit from deemed consent ✗
Merchandise	<p>Use of a Participant's name or image on merchandise relating either to the athlete alone or to their club/team, provided that:</p> <ul style="list-style-type: none"> – references to the athlete's/club's/team's sponsor only appear incidentally on the merchandise. In the case of replica kit, this would mean as seen on genuine kit; in the case of other merchandise, only in images of the athlete in their genuine team/club kit; and – the merchandise does not refer expressly to the Games, apart from as part of biographical details of the athlete, when proportionate, factual statements that the athlete is an Olympian may be made. <p>This deemed consent would allow, for example, a football club's replica kit that bears the name of an athlete competing in the Games, or a calendar featuring images of the athlete, to be sold during the Games Period.</p>	<p>Use of Participant's name or image on merchandise which is produced or distributed (whether for sale or otherwise) to promote an athlete's, club's or team's sponsor.</p> <p>For example, if a supermarket were to sponsor an athlete and bring out a range of 'Team [Supermarket]' merchandise profiling the athlete, this may not be sold or distributed during the Games Period.</p> 

Category	Advertising that benefits from deemed consent 	Advertising that does not benefit from deemed consent 
In-store advertising	<p>Use of a Participant's name or image on in-store displays and posters during the Games Period, provided the display or poster:</p> <ul style="list-style-type: none"> – is promoting sports clothing or sports equipment and is in a specialist sports retail shop (or store within a store in the case of department stores); and – does not refer expressly to the Games, apart from to make a proportionate, factual statement that the athlete is an Olympian; and – is not used in window displays unless they have been used in this way continuously prior to 1 March 2012. 	<p>Use of a Participant's name or image on in-store displays and posters during the Games if:</p> <ul style="list-style-type: none"> – the store is not a sports clothing or sports equipment specialist retailer (or a store within a store in the case of department stores); or – the products promoted are not sports clothing or sports equipment; or – the displays/poster are used in window displays which have not been displayed continuously since prior to 1 March 2012. <p>However see page 16 below regarding the potential to seek express consent in certain circumstances.</p>

Do I need to notify LOCOG or the BOA of any advertising that benefits from deemed consent?

The types of advertising listed on the previous pages which benefit from deemed consent need not be submitted for Rule 40 approval or notified to LOCOG, the BOA or the IOC. **However, if it is felt that the deemed consent is being abused and/or is being used in a way which conflicts with the rationale for Rule 40 (in particular if the advertising is being used as part of an ambush marketing campaign), LOCOG will notify the Participant and/or other relevant parties as appropriate and may revoke this deemed consent and require that the advertising be amended or withdrawn.**

What happens if my advert does not benefit from deemed consent?

Where deemed consent as set out above is not applicable, 'express consents' under Rule 40 may be granted.

For **London 2012 Partners**, consents will generally be granted for all forms of advertising provided the supplementary Rule 40 guidelines for Partners are complied with, and the advert in accordance with the Partner's rights. Partners should submit adverts for express Rule 40 consent in accordance with the normal approvals process, flagging that the reference to the athlete will be used during the Games and therefore Rule 40 consent is sought. LOCOG will forward applications for consent to the BOA for their comment.

For **Non-London 2012 Partners**, express consent is unlikely to be granted for advertising of the type set out on page 17; express consent may however be granted at LOCOG's discretion, on a case-by-case basis in specific cases. Examples are listed on page 18.

Which types of advertising will consent generally not be granted for?

As a general rule, LOCOG will not grant consent to Non-London 2012 Partners for the following types of advertising featuring Participants:

Advertising to appear in paid for advertising space (include print, online, television, and billboard space) during the Games Period	X
PR or press releases undertaken/issued during the Games Period	X
Direct mailings (online or otherwise) issued during the Games Period	X
In-store promotions run during the Games Period (other than in sports clothing and sports equipment retailers)	X
Online features and adverts (whether in paid-for space or not) published during the Games Period (unless a deemed consent applies – see pages 10-15)	X
Viral adverts released during the Games Period, or released prior to the Games Period but with the intention of them being viewed predominantly during the Games Period. (Note that while it is accepted that viral adverts will remain online indefinitely, any evidence that a company is stimulating the re-circulation of a viral advert featuring a Participant during the Games Period will be considered a breach of Rule 40.)	X
Blogging: Athletes who blog about their sponsors or otherwise promote their sponsors or other businesses in a manner which is contrary to the Rule 40 may also be considered in breach of the Rule 40 and/or the IOC's Blogging Guidelines.	X

Miscellaneous advertising for which express consent may be granted

As an exception to the principles set out on page 17 above, LOCOG may grant express consent to Non-London 2012 Partners for the following types of advertising featuring Participants:

Advertising which has been used prominently for a considerable period before 1 February 2012 and features a single athlete in his or her capacity as a famous face and makes no reference to sport or his/her sporting achievements (this may include, for example, a famous footballer promoting a brand of perfume, shaving gel or underwear). Note that adverts for sports clothing, sports equipment or sports retail businesses which feature Participants may be considered for an express consent if the reference to sport is generic and in no way implies, and is not designed to create, an association with the Games, and the advert is being used (including in terms of marketing spend) during the Games Period in the same way as it has been used for a considerable period.	ASK
Non-commercial advertising (for example for charity)	ASK
Advertising for a sporting event taking place shortly after the Games at which the featured athlete(s) will compete	ASK

Contacts:

If you wish to seek express Rule 40 consent in relation to a Non-London 2012 Partner advert, please email rule40@london2012.com.

If you are a member of Team GB and are uncertain of your obligations under these guidelines, please contact the BOA.

If you are a London 2012 Partner and wish to seek express Rule 40 consent or have any queries about Rule 40, please contact your normal Client Services representative.

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This publication is available on request in other formats.
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This document can be found in the publications section of london2012.com

This document is correct as of 29/06/2011

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