

Curling & Wheelchair Curling WCP Sponsorship Guidelines

The WCP will strive to create commercial partnerships with the aims of;

1. Creating a competitive advantage – research projects to technically develop kit/ clothing
2. Developing a recognisable brand and exposure for the WCP and it's athletes.
3. Reducing the cost of equipment and clothing for athletes – to allow them to free up financial resource to concentrate on training/ competing.
4. Delivering quality clothing and equipment for identified athletes and staff

To do this entails the athletes and staff recognizing they will have responsibilities to the programme. These are detailed within the athlete agreement and shown below.

Use of Athlete's Image and Promotional Work

The Athlete agrees to grant a number of rights in relation to the use of his or her Image and carry out promotion services as provided in clauses 6.24 to 6.35 of the athlete agreement detailed below.

Use of Image

- 6.24. Subject to clauses 6.25 – 6.27 inclusive, the Athlete agrees to allow the WCP, their NGB, UK Sport, **sportscotland** and the Commercial Partners use of the Athlete's Image during the Membership Period. No use is permitted under this Clause 6.24 whatsoever by any party if such use would be detrimental to the reputation of the Athlete or otherwise derogatory or offensive.
- 6.25. For the purposes of 6.24 (and subject to any other commercial agreements operating within the sport or entered into with the Athlete), the WCP, their NGB, UK Sport & **sportscotland** will only be entitled to make use of the Athlete's Image in connection with the promotion, publicity or explanation of (including of the functions and benefits of) the WCP, the National Lottery (including UK Sport's function as a distributor of Lottery Funds) and the Scheme. The WCP, their NGB, UK Sport & **sportscotland** will also be entitled to use the Athlete's Image for archive and historical record purposes after the termination of this Agreement.
- 6.26. For the purposes of 6.24 (and subject to any other commercial agreements operating within the sport or entered into with the Athlete), the Commercial Partners will only be entitled to make use of the Athlete's Image for reasonable promotional and publicity purposes during the terms of their respective agreements with the WCP and then only for the purposes of advertising their association with the WCP (and not specifically the Athlete). Such use by any Commercial Partner will not suggest that the Athlete endorses a particular product or service of the Commercial Partner or otherwise. Where a Commercial Partner wishes to use the Athlete's Image, it will ensure that at least two other Athletes on the WCP (or another sport's WCP, or other top class sportsmen or women) are shown in the same promotion with roughly equal prominence. Upon the Athlete ceasing to be a member of the WCP the Commercial Partners will cease using the Athletes Image at the end of the term of their agreement with the WCP in force at the date of termination of the Athlete's WCP membership, and shall not be entitled to make use of that Athlete's Image under any extended or renewed agreement with the WCP.
- 6.27. For the purposes of 6.24 and subject to the delivery of the Scheme Rights under the Scheme and any existing commercial agreements entered into by the Athlete, the Athlete agrees not to wear, display, incorporate or promote any logo, device or promotional wording of a third party which conflicts or competes with any products or services of a Commercial Partner contracted by the WCP, nor make use of any sponsored goods supplied by any third party which conflicts or competes with the products or services of a Commercial Partner without the prior written approval of the WCP. The WCP will carefully consider requests for permission under this clause and will recognise the legitimate right of the Athlete to engage in commercial activity for his or her own benefit. Amongst other things the WCP will need to establish whether a genuine conflict or competition exists, and it may be for instance that a company in the same product category but operating on a purely local basis does not 'compete' with a Commercial Partner who operates nationally and/or internationally.

Team/ Programme Clothing

- The Athlete agrees to wear the designated team clothing and use designated team equipment as required by the WCP and/or relevant NGB when performing his or her obligations that arise out of this Agreement.
- The Athlete acknowledges that team clothing and equipment supplied to the Athlete by the WCP in connection with WCP activities is owned by the WCP and is not the personal property of the Athlete. Unless otherwise agreed by the WCP, the Athlete shall return to the WCP all equipment and clothing either upon the termination of this Agreement or earlier at the WCP's request.
- Unless permitted to do so under any other provision of this Agreement, the Athlete agrees not to alter or amend the team clothing or equipment and not to conceal or interfere with any supplier/sponsor logo or advertising material that has been applied to it. The athlete agrees to take reasonable care of and not to cause any damage to the team clothing and equipment.
- The Athlete agrees to support, and to obtain the support of any of their Personal Coaches and/or advisers, for any technical or innovative equipment or clothing projects which relate to the improvement of the Athlete's performance and are carried out from time to time by the WCP. Such support shall be in the form of testing and/or using the equipment (including prototypes), which shall be of the highest quality, as reasonably directed by the Performance Director and the provision of feedback and information as requested by the WCP. Save as otherwise agreed between the WCP and the Athlete such testing shall not be undertaken during competitions.

Practical Implications

1. The WCP has the right to use your image to promote the programme and the sport.
2. The Use of your image will only be used in the general context of promoting the programme/ sport – not that you as an individual endorse a particular product/ partner
3. Before entering into a commercial agreement as an individual, you must consult with the Performance Director to ensure there are no conflicts and gain written permission to conclude an agreement.
4. The WCP recognizes your rights as an individual to gain commercial benefits from individual agreements and therefore the permission to enter into such agreements would not be unreasonably withheld.