### Sponsorship Manual

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<tr>
<th>Responsibility</th>
<th>Director of Advancement</th>
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<tr>
<td>Approved by</td>
<td>[Assembly and/or Board of Directors]</td>
</tr>
<tr>
<td>Date initially approved</td>
<td>[Month Day, Year]</td>
</tr>
<tr>
<td>Date last revised</td>
<td>November 06, 2017</td>
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Prepared by: Director of Advancement, Clifford Lerebours
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Purpose
This document is intended for constituents of the Alma Mater Society of Queen’s University. The goal of this manual is to provide a step by step guide of the underlying process in designing a great sponsorship package to appeal to external firms when seeking contributions. Throughout the document sponsee refers to the organization seeking contributions while sponsor refers to the organization being pursued for support.

Intended Audience
This manual is revised annually by the Director of Advancement in conjunction with the General Manager of the Alma Mater Society of Queen’s University (AMS). The document is to be used by executives of student groups and AMS ratified clubs as a guide to develop a well-designed sponsorship proposal.

Responsibilities Statement
Position 1: Director of Advancement of the Alma Mater Society

- The director keeps the document updated annually and provides the revised copy to the Director of Clubs of the AMS for distribution to club executives and members.

Position 2: President/Executive of an AMS ratified Group

- Executives of AMS ratified clubs must circulate this document to the appropriate personnel during sponsorship campaigns. Executives of the clubs will be required to submit the reporting template and sponsorship information at the request of the Director of Advancement for database updates.
Procedure Steps

The procedures below indicate a relative order how this guide can be utilised. This guide also serves as a reference manual to supplement clubs irrespective of where they are currently in their sponsorship campaign.

1. Complete the Target Market Assessment worksheet to understand your group’s main market segments.
2. Using the Marketing Template identify your group’s marketing strategies to engage your target market segments from step 1.
3. Using the guidelines from Generic Inventory brainstorm all possible sponsorship ideas for which a sponsor could benefit from.
4. Complete the Sponsorship Information Checklist to qualify prospective sponsors.
5. Design a Sponsorship Package including different levels of sponsorship and benefits.
6. Confirm with Director of Advancement to confirm list of qualified sponsors.
7. For qualified sponsors, complete the Preliminary Letter and Proposal Cover Letter and contact main decision maker at the sponsor’s organization.
8. Submit Sponsorship Package along with Proposal Cover Letter to main decision maker.
9. Design formal agreement upon acceptance of proposal by referring to appropriate sections in contract template in Appendix.
10. Complete a Sponsorship Implementation Plan for the internal team, though large companies may request the implementation plan.
11. Complete the Reporting Template after sponsorship Campaign and submit to Director of Advancement at the requested dates.
<table>
<thead>
<tr>
<th>Contact person</th>
<th>Director of Advancement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><a href="mailto:advancement@ams.queensu.ca">advancement@ams.queensu.ca</a></td>
</tr>
<tr>
<td>Date of next review</td>
<td>June 1&lt;sup&gt;st&lt;/sup&gt;, 2018</td>
</tr>
<tr>
<td>Related policies, procedures and guidelines</td>
<td>TBD</td>
</tr>
<tr>
<td>Policies superseded by this policy</td>
<td>TBD</td>
</tr>
</tbody>
</table>
Target market assessment worksheet

With your team brainstorm and assess your club’s target market. Classify your target market based on their similar interests to create segments. Look for related terms in the emotional perceptions and hot buttons and pull out three or four types of people who attend your event. As an example, people who attend the Melbourne Cup or the Kentucky Derby could be segmented by the following perceptions/motivations:

Segment 1—See and be seen, ego, elite, bragging rights, ‘in’ crowd
Segment 2—Excuse to party, social, drinking, group bonding, pilgrimage
Segment 3—Gambling, money, best races, best horses, winning
Segment 4—Glamour, fashion, excuse to shop, competitive (fashion-wise)

Segment your audience using their primary motivation(s) as the main differentiating factor (not just factors such as gender or age). You should complete an assessment worksheet for each group.

What is the prime motivation for this segment to attend your event?

___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

What else makes your event appealing to this segment? (Note: Oftentimes, something that is a primary motivation for one target market will be a secondary motivation for another. Don’t worry if there is some crossover.)

___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________
What proportion of your audience does this segment make up? (Estimate, if required.)

___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

Is this segment growing or shrinking? What is its potential for growth?

___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

Who will this segment attend with (if it is an event)?

___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

Does this segment influence the attendance or participation of others? (For example, highly social, well-connected people who will encourage their friends to attend or donate.)

___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

Do geographic or logistical challenges affect the appeal of your event to this segment? Get specific.

___________________________________________________________________________
___________________________________________________________________________
What are the five things that have to go right in order for this segment to consider their experience to be a success? (Note: You do not necessarily have control over every one of these things.)

1. 
2. 
3. 
4. 
5. 

Describe this segment as if it were one person. Be complete—name, job, family, lifestyle, etc. Don’t make it just a list of attributes.

What media are likely to appeal to this segment—specific newspapers and sections, radio and television programs, speciality pay TV channels, magazines, websites, social media?
Marketing plan template

This template can be used to develop your own marketing plan. Summarise and compile this information by answering the questions in this template to develop your marketing plan.

**Background**
Why are we preparing this document? What do we want this document to achieve?

**Target audiences**
Who are we trying to reach? What do we know about them?

**Critical success factors**
What are the key things we need to achieve in order for this plan to be a success?

**Market research**
What are our strategies based on? (Summarise your research in dot points.)

**Internal analysis**
What within my organisation can affect this plan, both positively and negatively?

**Environmental analysis**
What factors in my environment can affect my purpose? What changes must we plan for? (State the assumptions you are making about the future.)

**Competitor analysis**
Who are our competitors?

**Marketing SWOT analysis**
What factors are hindering or restraining our purpose? What environmental factors are driving or assisting our purpose? (List here your strengths, weaknesses, opportunities and threats.)

**Marketing objectives**
Where do we want to go?

**Marketing strategies**
How are we going to get there?
Evaluation
How will we know that we have achieved our objective? (Indicate how you will evaluate, measure and report against your key quantification mechanisms.)

Master timetable and action list
When will we get there? (Complete the following table to assist you in your planning.)

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Time frame</th>
<th>Action officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Objective 1: (provide details)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strategy 1 detail</td>
<td>Start and completion date</td>
<td>Person responsible</td>
</tr>
<tr>
<td>Strategy 2 detail</td>
<td>Start and completion date</td>
<td>Person responsible</td>
</tr>
<tr>
<td>Strategy 3 detail</td>
<td>Start and completion date</td>
<td>Person responsible</td>
</tr>
<tr>
<td>Objective 2: (provide details)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strategy 1 detail</td>
<td>Start and completion date</td>
<td>Person responsible</td>
</tr>
<tr>
<td>Strategy 2 detail</td>
<td>Start and completion date</td>
<td>Person responsible</td>
</tr>
<tr>
<td>Strategy 3 detail</td>
<td>Start and completion date</td>
<td>Person responsible</td>
</tr>
</tbody>
</table>
Generic inventory

What follows is a generic inventory. This is a starting point for you to prepare an inventory of your organization. The point of this exercise is to help you catalogue everything that you control which could be of value to a potential sponsor. You will probably not use all or even most of these items but it creates a menu from which to develop customised proposals for your potential sponsors. The most successful approach when seeking sponsorship should provide a win-win-win strategy. A win for your organization, the sponsor and the target market of your organization’s initiatives.

Sponsorship types

- Naming rights sponsorship (perceived ‘ownership’ of the event)
- Naming rights or presenting sponsorship of a section, area, entry or team
- Naming rights or presenting sponsorship of a day, weekend or week at the event
- Naming rights or presenting sponsorship of an event-driven award, trophy or scholarship
- Naming rights or presenting sponsorship of a related or subordinated event
- Official product status of your club (Think Sports commercials)
- Preferred supplier status. (When seeking product sponsorship)

Exclusivity

- Category exclusivity among sponsors at or below a given level
- Category exclusivity among sponsors at any level
- Category exclusivity in event-driven advertising or promotional media
- Category exclusivity as a supplier or seller at the event.
Licence & endorsements

- License to use sponsee or event logo(s), images and/or trademark(s) for the sponsor’s promotion, advertising, or other leverage activities
- Merchandising rights (the right to create co-branded merchandise to sell)
- Product endorsement (your event or organisation endorsing the sponsor’s product).

Contracts

- Discounts for multi-year contracts
- First right of refusal for renewal at conclusion of contract
- Performance incentives.

On-Site

- Dedicated space to carry out on-site leverage activities
- Sampling opportunities
- Demonstration/display opportunities
- Exhibition space to market (Think Sidewalk Sale)
- Opportunity to sell product on-site (exclusive or non-exclusive)
- Coupon, information distribution
- Merchandising (sponsor selling dual-branded products with your club’s brand).

Exclusive content

Note: When we reference content, this could be used by the sponsors in social media, websites, apps, videos, advertising, or more.
• Provision of content for sponsor activities (for example, weekly health tips, star athlete’s training diary, pertinent articles, podcasts, other exclusive downloadable content etc)

• Provision of online ‘events’ (for example, online chat with a star, webcast, webinar)

• Access to venue, athletes, for creation of new, exclusive, “ownable” content.

• Access to background information, statistics, photos, video clips Q&As, etc for creation of new, exclusive, “ownable” content.

Online

• Promotion of relevant sponsor activities through sponsee’s social media activities, e-newsletter, and/or website

• Promotion of the sponsor through sponsee’s social media activities, e-newsletter, and/or website

• Ability for sponsor to add value to sponsee followers via sponsee-controlled social media

• ‘Signage’ on sponsee website and/or e-newsletter

• Promotion or contest on sponsee social media, e-newsletter, and/or website

• Links to sponsor website from sponsee website.

• Sponsor profile on sponsee website.

Customer added-value

This section is about providing benefits that the sponsor can pass on to their target markets in order to reinforce their relationships. This would be for any conference or product-based clubs seeking contributions.
• Access to event, parking, or merchandise discounts for customers or a specific customer group (think for example, frequent flyers, Gold Card holders)

• Access to event, parking or merchandise discounts, or other perks for customers of your sponsor which they will extend to their channel improving your event.

• Exclusive access to an event, area, contest/prize, service, or experience for all or a specific group of customers

• Early access to tickets (before they go on sale to the general public)

• Block of tickets that the sponsor can provide to loyal customers. Can be provided with or without naming rights to that section (for example, the Scotiabank Best Seats in the House).

• Proofs of purchase for discount admission (This increase sponsor’s traffic which they love)

• Proofs of purchase for discount or free parking

• Proofs of purchase for premium item (for example, people can trade three proofs of purchase for a free admission)

**Signage**

• Venue signage

• Inclusion in on-site event signage (exclusive or non-exclusive)

• Inclusion on event street banners, flags (similar to O-week)

• Press conference signage (for clubs such as QMUN)

• Vehicle signage
- Event uniforms signage

**Hospitality**
- Tickets to the event (preferred seating, reserved seating or general admission)
- VIP tickets/passes (backstage, press box etc.)
- Celebrity/Participant meet-and-greets
- Sponsorship-related travel arrangements
- Development of customised hospitality events to suit the interests of the target market (LED bracelets used in Reunion Street Festival)

**Venue**
- Use of sponsor venue for launch, main event, or supporting event.

**Employees**
- Participation in the event by employees
- Access to discounts, merchandise or other sponsorship
- ‘Ownership’ of part of the event by employees (for example, water station as part of a marathon sponsorship)
- Provision spokesperson for meet-and-greets for employee.
- Creation of an event, day or program specifically for employees
- Creation of an employee donation or volunteer program
- Opportunity to set up an employee recruitment station at your event (Big firms love this idea)
Cause tie-in

- Opportunity to involve sponsor’s preferred charitable organisation or cause
- Donation of a percentage of ticket or product sales to charity.
**Sponsorship implementation plan**

You should create a sponsorship implementation plan for each of your sponsors. This should be comprehensive, providing a blueprint for the execution. This is a document that is kept for records internally and help successors in understanding the relationship.

**Introduction**

Include details on the overall aims and objectives of the sponsorship plan. Briefly outline the strategies that you will undertake to assist the sponsor in meeting the objectives.

**Situational analysis**

Give a brief overview of where the sponsorship is at, who the key contacts are and any major issues that might affect the sponsorship.

If the sponsorship is ongoing, outline the past history of the sponsorship, recommendations for enhancement and tactics that will be undertaken to refocus the sponsorship.

**Sponsor objectives**

In dot points, detail the objectives of the sponsorship. Remember, objectives must always be SMART—specific, measurable, achievable, results oriented and time bound.

Each objective should be followed by a list of quantification mechanisms relevant to the objective. For example, one of the sponsor’s objectives is to create a contact database of 5000 exhibition attendees intending to purchase a luxury car within the next 12 months, and they want to achieve that by the fourth week. Your quantification mechanisms may be:

- number of names on the database
- quality of information on the database
- timeliness of capturing the information
- Timeliness of forwarding the completed database to the sponsor.

Target markets
Who are the target markets? Who else might this program affect? Your list may include staff, audiences, senior management, media and ticket holders.

Sponsorship benefits
Include a list of all benefits that have been included in the sponsorship contract as well as a list of any other benefits that may have been agreed to. A detailed list will assist both the sponsors and the sponsee in keeping tabs on the marketing opportunities available.

Evaluation
You should work with your sponsor to determine how they will measure the success of the sponsorship program. Detail how the sponsorship will be evaluated through key performance indicators.

Action list
Detail every marketing activity, event, media launch, report, meeting and every aspect of the provision of benefits and information you have promised the sponsor. Next to the item, indicate the time frame and person responsible.

Budget
Detail all costs that are required to make this sponsorship plan happen. Ensure you have accurately costed support and management of the sponsorship. Use your organisation’s formula for calculating real staff and administration costs of employment (including overheads).
Meeting Thank You Template

This letter should follow an initial meeting with a decision maker in the company that you are contacting. Ensure that when discussing deal with managers and or people with the ability to make a decision if they like your proposal. This email should be short and sweet and whet their appetite about why their goals and your target market align.

Date

Contact Name
Contact Position
Company Name
Address

Dear _____:

Thank you for taking time to meet with me today to discuss your marketing objectives and your sponsorship guidelines.

I am confident that a partnership with __________ will benefit both our organisations. Our upcoming event/conference targets ________ and would provide a great opportunity for _______ to promote __________.

I will forward a formal proposal to you on ______. Thank you again for taking the time to meet today.

Sincerely,

Name
Position
Preliminary letter

This letter is your introductory letter into the organization. Whenever possible look to schedule an actual physical meeting. This letter should precede your sponsorship package, it should have a short description of what you do and mention any notable accomplishments. As well as any custom idea of how you would like the organization to be involved, should be included. (Your best sponsorship ideas should be included in benefit to you section)

Date
Contact name
Contact Position
Company
Address

Dear ____:

As you requested, I am writing to introduce ____sponsee____, to tell you about our initiative and to extend a partnership opportunity.

*In this paragraph summarize your initiative and include any notable milestones, awards or accomplishments.*

**Benefit to ___sponsee____:**

*(In point form include your best sponsorship ideas tailored for the sponsor, the less work the sponsor does in envisioning their collaboration the easier it will be to receive contributions)*

At ____sponsee____, we are committed to creating and maintaining win-win partnerships. We have a number of sponsorship opportunities ranging from __________ to __________.

I have included a proposal for your interest.

I will confirm with your office on ________ to discuss your specific marketing and sponsorship objectives and how we might tailor a proposal for you.

Sincerely,

Your Contact information

Position
Proposal cover letter

Date
Contact name
Contact Position
Company
Address

Dear __________:

Thank you for inviting me to discuss your sponsorship marketing objectives. I enjoyed our meeting and feel confident that we have developed a sponsorship proposal to meet both your immediate and long-term needs.

Your situation

[A brief overview of where they are at and what they want.]

Your objectives

As a result of our meeting, I have assessed that the specific sponsorship marketing objectives for your organisation are to: [Briefly list specific objectives in dot points.]

The project/event

[Provide a brief overview of the project.]

Marketing and promotional benefits

[Provide a very brief overview of the type and value of benefits.]

Investment

Your investment in [event] will secure the following: Detailed description of the media advertising strategy promotional strategies.

The next step

Inform them exactly what action to take, leave no ambiguity. Remember, less work the sponsor does more likely you will receive the funds.

Thank you once again we look forward to further correspondence.

Sincerely,

Contact, Position
Sponsor information checklist

The Sponsor Information Checklist is to provide you with a format so that you can obtain as much information about your target sponsor as you possibly can to give you all of the clues you need to make your best shot at gaining their sponsorship. Do not worry if you cannot get all of the information but do try to get most of it before creating your offer.

Sponsor:_____________________________________________________________________________
Address_____________________________________________________________________________
Phone_____________________________________________________________________________
Website_____________________________________________________________________________
Contact name_______________________________________________________________________
Contact phone_______________________________________________________________________
Contact email_______________________________________________________________________

First step, check sponsor website for sponsorship guidelines. © Done
Key brand/product attributes

What do they focus on and how does that align with your target market.

Objectives

What perceptions (if any) are they trying to change about this brand? What behaviours?

Relevant product lines and target markets:

<table>
<thead>
<tr>
<th>Product</th>
<th>Target markets</th>
</tr>
</thead>
</table>

New initiatives

Have they recently or are they planning to add enter into a new marketing campaign?

Key direct competitors in their category

Know who their biggest competitors are, this often plays a role in exclusivity.

Key indirect competitors

(Other categories that may compete with their category)

How do they utilise their sponsorships?

Precedent

Has this company ever sponsored a similar initiative? How was their experience?

Exclusions

Do they have any exclusions in the area of sponsorship?

Approvals

How long should approval take and what is the approval procedure for sponsorship?

Date:

Compiled by:
Reporting template
[SPONSORSHIP PACKAGE NAME]

Report date:

Report period:

Report prepared by:

Contracted benefits provided to [sponsor] during the month of [previous month]:

Added-value benefits provided to [sponsor] during the month of [previous month]:

Overview of activities to be undertaken by [sponsee] during the month of [next month]:

Cash payments or contract to be provided during the month of [next month]:

Key dates, meetings, and activities for upcoming month(s):

Opportunities/issues to address:
Appendix

A: Sponsorship Agreement Pro Forma
Included below is a template agreement. This agreement is a general agreement that covers many of the potential aspects under which a sponsorship may be negotiated. Note this is not a legal document any agreement should be reviewed by a legal advisor. The Advancement Office of the AMS is there to help throughout this process. The agreement should only contain sections applicable to the package chosen by the sponsor.

Warning

This document is provided as a sample only and is not a substitute for legal advice. You should seek the advice of a suitably qualified and experienced lawyer before using this document. In particular, you or your lawyer should:

• Check the law in your jurisdiction—make sure this agreement works there.
• Check for changes to the law—law and practice might have altered since this document was drafted or you last checked the situation.
• Modify wherever necessary—review this document critically and never use it without first amending it to suit your needs.
• Remember that every sponsorship is different.
• Beware of limits of expertise. If you are not legally qualified or are not familiar with this area of the law, do not use this document without first obtaining legal advice about it.

You should also read the guidance notes (page XYZ) before using this sample agreement.

Sponsorship Agreement

This Sponsorship Agreement comprises the attached Schedules, Special Conditions and Standard Conditions.

<table>
<thead>
<tr>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Parties</th>
</tr>
</thead>
</table>

1. [*] incorporated in [*] of [*] (the Sponsor)
2. [*] incorporated in [*] of [*] (the Owner).
This Sponsorship Agreement comprises the Standard Conditions, the Schedules and the Special Conditions.

IT IS AGREED as follows.

**Schedule 1**

**“Sponsor”**

<table>
<thead>
<tr>
<th>Title</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
</tr>
</tbody>
</table>

Telephone  :

Facsimile  :

E-mail  :

**Schedule 2**

**“Owner”**

| (Identify the sponsee - the legal entity receiving the sponsorship. This must be the proper name of the company or association receiving the funds and controlling the team, event or venue being sponsored, NOT the name of the team, event or venue etc) |
|_characters|

<table>
<thead>
<tr>
<th>Title</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
</tr>
</tbody>
</table>

Representative  :

Telephone  :

Facsimile  :

E-mail  :
Schedule 3

“Commencement Date”
(insert when the sponsorship starts)

Schedule 4

“Term”
(insert when the sponsorship will end or for how long it will last eg. “5 years”)

Schedule 5

Option to Renew
(see clause 1.5)

Does Sponsor have an option to renew? Yes/No
If yes: for what "Period" (specify an extended finishing date or further term, eg. 3 years)?

will the sponsorship fee and other Owner Benefits be the same after renewal? If not, list the new benefits.
Schedule 6

First Right of Refusal
(see clause 1.6)

Does Sponsor have a first right of refusal? Yes/No

Schedule 7

“Property”
(identify the event, team, venue or other property the subject of this sponsorship)

Schedule 8

“Sponsorship Category”
(identify the nature of the sponsorship eg title/category/official supplier etc)

Schedule 9

“Territory”
(specify the area in which the sponsorship operates eg. state, region, country, continent, worldwide etc)
Schedule 10

Sponsor Objectives

(see clause 2.1)

(be specific – list bottom line sales objectives, measurable promotional activities, business development targets etc)

1.
2.
3.

Schedule 11

Owner Objectives

(see clause 2.2)

(be specific – list expected leverage from Sponsor in developing event/sport, target participation or attendance numbers, entry fee and merchandise income, measurable business development targets etc)

1.
2.
3.

Schedule 12

“Sponsor Benefits”

(list, in detail, the signage/tickets/hospitality/advertising credits/merchandising rights and other benefits that Owner must provide to Sponsor – be precise about amounts, timing etc)

1.
2.
Schedule 13

“Owner Benefits”

(list, in detail, the sponsorship fee, Contra/in kind benefits that Sponsor must provide to Owner – be precise about amounts, timing etc)
Schedule 14

Evaluation criteria

Is Media analysis required and, if so, by whom, at whose expense, how regularly and what details must be provided?

Is Owner obliged to provide reports on mutual marketing activities, demographic information, samples of printed and promotional materials and, if so, what and when?

Specify, in detail, the level of performance (and how it will be assessed) which is regarded by Sponsor as unacceptable:

Specify the consequences of failing to achieve this level (for example right of termination, reduced fees or benefits):

Specify the level of performance (and how it will be assessed) above which Sponsor’s reasonable expectations are exceeded:

Specify the consequences of this level of performance (for example increased sponsorship fee or benefits):

Specify any other relevant evaluation criteria, information or consequences:

Schedule 15

“Applicable Law”

(identify the country or state the laws of which will apply to this Agreement)
Schedule 16

Owner Marks

(insert here all trade marks, names, logos and other artwork which Sponsor is entitled to use under this Agreement. Include artwork. If nothing is listed, Sponsor may use all Owner Marks.)

Schedule 17

Sponsor Marks

(insert here all trade marks, names, logos and other artwork which Owner is entitled to use under this Agreement. Include artwork)

Schedule 18

Use of Owner Marks

(list here the specific purposes for which Owner Marks can be used by Sponsor)

1.
2.
3.

Schedule 19

Use of Sponsor Marks

(see clause 5.1)

(list here the specific purposes for which Sponsor Marks can be used by Owner)

1.
2.
Schedule 20

Promotional & Media Objectives
(see clause 6.3)
(be specific – eg. list target media outlets, promotional events, nature of coverage etc)

1. 
2. 
3. 
4. 
5. 

Schedule 21

Competitors of Sponsor
(see clause 7.1)

1. 
2. 
3. 

Schedule 22

Competitors of Property
(see clause 7.2)

1.
Schedule 23

Sponsor’s termination events

(see clause 9.2)

(insert here the circumstances in which Sponsor can terminate this Agreement)

1.
2.
3.
4.
5.

Schedule 24

Owner’s termination events

(see clause 9.3)

(insert here the circumstances in which Owner can terminate this Agreement)

1.
2.
3.
4.
5.
Schedule 25

Insurance

(see clause 16)

(insert here the amount of public liability insurance required to be maintained by Owner and full details of any other insurance required for the purposes of this Agreement)

1. Public liability – amount
2. Other:

Schedule 26

Ambush strategies

(include here specific strategies designed to minimise the likelihood of Ambush occurring, such as obligations on Owner to:

- prevent or minimise Competitor involvement;
- exercise control of venue access and signage;
- impose contractual obligations on bidders for commercial rights not to engage in Ambushing should the bids be unsuccessful;
- negotiate broadcasting agreements to provide Sponsor with a first right of refusal to take category exclusive advertising time during broadcasts of the event;
- impose ticketing restrictions;
- prevent the re-use of tickets or licensed products as prize give-aways;
- provide sponsorship fee rebates (be very specific) if serious Ambush occurs etc).

1.
2.
3.
4.
5.
Special Conditions

(insert here any changes to the Standard Conditions and any special conditions not referred to in the Standard Conditions or the Schedules)

Standard Conditions

1. Sponsorship

1.1 Exclusivity
Sponsor shall be the exclusive sponsor of the Property, in the Sponsorship Category, in the Territory.

1.2 Term
Subject to this Agreement, the sponsorship starts on the Commencement Date and is effective for the Term.

1.3 Consideration
The consideration for this Agreement is the mutual conferring of benefits referred to in clause 1.4.

1.4 Benefits
(a) Sponsor must confer Owner Benefits on Owner; and
(b) Owner must confer Sponsor Benefits on Sponsor,
at the times outlined in, and in accordance with, Schedules 12 and 13.

1.5 Option to Renew
(a) This clause applies if the parties specify "Yes" in Schedule 5.
(b) Sponsor has an option to renew this Agreement for the further Period specified in Schedule 5 if:
   (i) Sponsor is not in breach under this Agreement; and
   (ii) Sponsor gives notice in writing to Owner no fewer than 3 months before the end of the Term stating it intends to exercise the option.
(c) If Sponsor exercises the option, the provisions of this Agreement (except for this clause 1.5) shall continue in full force and effect for the further Period, subject to any differences in fees or Owner Benefits specified in Schedule 5 for the further Period.

1.6 First Right of Refusal
(a) This clause applies if the parties specify "Yes" in Schedule 6.
Owner must not enter into an agreement with any other person to sponsor the Property in the Sponsorship Category at or immediately after the end of the Term without first offering the sponsorship to Sponsor on the same terms as it proposes to offer to (or as have been offered by) other parties.

If Sponsor declines within 30 days to accept the new sponsorship terms, Owner may enter into an agreement with a third party, but only on the terms offered to, and rejected by, Sponsor.

Sponsor's first right of refusal extends to any revised terms offered to or by third parties after Sponsor declines to accept the initial terms.

1.7 No assignment without consent

(a) Sponsor must not assign, charge or otherwise deal with Sponsor Benefits without the prior written consent of Owner.

(b) Owner must not assign, charge or otherwise deal with Owner Benefits without the prior written consent of Sponsor.

(c) This clause does not apply to Owner Benefits or Sponsor Benefits that the parties, on signing this Agreement, agree will be conferred on third parties.

2. Objectives

2.1 Objectives of Sponsor

The primary objectives of Sponsor in entering into this Agreement are:

(a) to associate Sponsor's brand with the Property;

(b) to promote the products and services of Sponsor;

(c) to encourage brand loyalty to Sponsor;

(d) to assist in raising and maintaining Sponsor's corporate profile and image;

(e) to provide to Sponsor marketing leverage opportunities related to the Property;

(f) to promote community awareness of, affinity for and (if relevant) participation in the Property;

(g) to continually review and evaluate the ongoing success and performance of the sponsorship for maximum commercial advantage to all parties; and

(h) the objectives outlined in Schedule 10.

2.2 Objectives of Owner

The primary objectives of Owner in entering into this Agreement are:

(a) to secure sponsorship funds and other benefits;

(b) to increase the profile, standing, brand value and (if relevant) participation in the Property;

(c) to promote the profile and corporate image of Sponsor and the use of Sponsor's products and services;
(d) to continually review and evaluate the ongoing success and performance of the sponsorship for the maximum commercial advantage to all parties; and
(e) the objectives outlined in Schedule 11.

2.3 **Fulfilment of Objectives**

The parties must act at all times in good faith towards each other with a view to fulfilling the objectives outlined in clauses 2.1 and 2.2. This Agreement is to be interpreted in a manner that best promotes the fulfilment of those objectives.

3. **Warranties**

3.1 **Owner Warranties**

Owner warrants that:

(a) it has full right and legal authority to enter into and perform its obligations under this Agreement;
(b) it owns the Property (or, if the Property is not legally capable of being owned, it holds rights which effectively confer unfettered control of the Property);
(c) Owner Marks do not infringe the trade marks, trade names or other rights of any person;
(d) it has, or will at the relevant time have, all government licences, permits and other authorities relevant to the Property;
(e) it will comply with all applicable laws relating to the promotion and conduct of the Property; and
(f) throughout this Agreement, it will conduct itself so as not to cause detriment, damage, injury or embarrassment to Sponsor.

3.2 **Sponsor Warranties**

Sponsor warrants that:

(a) it has full right and legal authority to enter into and perform its obligations under this Agreement;
(b) Sponsor Marks do not infringe the trade marks, trade names or other rights of any other person;
(c) it will comply with all applicable laws in marketing and promoting its sponsorship of the Property; and
(d) throughout this Agreement, it will conduct itself so as not to cause detriment, damage, injury or embarrassment to Owner.

4. **Disclosure**

4.1 **Initial Disclosure**

Owner warrants that it has disclosed to Sponsor:
(a) the substance (other than financial details) of all agreements entered into or currently under
negotiation with Owner for sponsorship, exclusive or preferred supplier status or other like
arrangements relating to the Property; and
(b) all other circumstances which might have a material impact upon Sponsor's decision to enter into
this Agreement.

4.2 Continuing Disclosure

Owner must from time to time keep Sponsor informed of:

(a) new sponsorship, exclusive or preferred service or supplier status or other like arrangements
conferred by Owner in respect of the Property;
(b) significant marketing programs and other promotional activities which might provide leverage
opportunities for Sponsor; and
(c) research and demographic information held or commissioned by Owner about the Property and its
participants.

5. Marks and title

5.1 Authorised use

(a) Sponsor may use Owner Marks:
   (i) for all purposes reasonably incidental to obtaining the Sponsor Benefits; and
   (ii) as permitted in Schedule 18.
(b) Owner may use Sponsor Marks;
   (i) for all purposes reasonably incidental to obtaining the Owner Benefits; and
   (ii) as permitted in Schedule 19.

5.2 No unauthorised use

(a) Sponsor must not use, or permit the use of, Owner Marks or any other trade or service marks, logos,
designs, devices or intellectual property rights of Owner; and
(b) Owner must not use, or permit the use of, Sponsor Marks or any other trade or service marks, logos,
designs, devices or intellectual property rights of Sponsor,

unless:

(c) authorised by this Agreement; or
(d) with the written consent of the other party.

5.3 Merchandise

(a) Unless permitted in Schedule 18, Sponsor must not manufacture, sell or licence the manufacture or
sale of any promotional or other merchandise bearing Owner Marks without Owner's prior written
consent.
(b) Unless permitted in Schedule 19, Owner must not manufacture, sell or licence the manufacture or sale of any promotional or other merchandise bearing Sponsor Marks without Sponsor’s prior written consent.

(c) All authorised merchandise bearing Owner Marks or Sponsor Marks permitted under this Agreement must be:

(i) of a high standard;

(ii) of such style, appearance and quality as to suit the best exploitation of the Sponsor, Owner and Property (as the case may be); and

(iii) free from product defects, of merchantable quality and suited for its intended purpose.

5.4 **Image**

The parties must ensure that any authorised use by them of the other's marks or intellectual property rights:

(a) is lawful;

(b) properly and accurately represents those rights;

(c) (in the case of Owner using Sponsor Marks), strictly complies with Sponsor’s trade mark and logo usage policies current at the relevant time;

(d) is consistent with the other's corporate image; and

(e) (if used in connection with the provision of goods or services) is associated only with goods or services of the highest quality.

5.5 **Enforcement Protection**

The parties must provide all reasonable assistance to each other to protect against infringers of Owner Marks or Sponsor Marks in connection with the Property.

5.6 **Title**

Despite any rights to use another's marks conferred under this Agreement:

(a) Owner holds all legal and equitable right, title and interest in and to the Property and all Owner Marks;

(b) Sponsor holds all legal and equitable right, title and interest in and to the Sponsor Marks;

(c) naming, title and other rights conferred by this Agreement merely constitute licences to use the relevant Owner Marks or Sponsor Marks (as the case may be) for the purposes of, and in accordance with, this Agreement and do not confer any property right or interest in those marks; and

(d) the right to use another's marks is non-exclusive and non-assignable.

5.7 **Infringements incidental to television broadcasts etc**

This clause 5 does not prevent any person holding rights to televise or reproduce images associated with the Property from incidentally broadcasting or reproducing Sponsor Marks appearing as or in signage on premises controlled by Owner and relevant to the Property.
5.8 **No alteration to broadcast signal etc**

Owner must not authorise or permit any media rights holder contracted in respect of the Property (for example, the official broadcaster of an event or an authorised Internet site manager or multimedia provider or rights holder), in the exercise of those media rights, to alter any images associated with the Property (for example, by the artificial electronic insertion, removal or alteration of signage or other images) without the prior written consent of Sponsor.

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6. **Media, branding, leverage etc.**

6.1 **Media Exposure**

At all reasonable opportunities:

(a) Owner will use its best endeavours to obtain public and Media exposure of the sponsorship; and

(b) Sponsor will use its best endeavours to obtain public and Media exposure of the Property.

6.2 **Approval**

Media releases relating to the sponsorship must:

(a) be issued jointly by the parties; or

(b) not be issued by one party without the consent of the other.

6.3 **Promotional Objectives**

Owner and Sponsor must use their best endeavours to achieve their promotional and Media objectives outlined in Schedule 20. Sponsor licences Owner to use Sponsor Marks, and Owner licences Sponsor to use Owner Marks, for these purposes.

6.4 **Leverage**

Sponsor has the right at its cost to:

(a) promote itself, its brands and its products and services in association with the Property; and

(b) engage in advertising and promotional activities to maximise the benefits to it of its association with the Property,

provided that it will not knowingly or recklessly engage in any advertising or promotional activities which reflect unfavourably on the Property, the parties or any other sponsors of the Property.

6.5 **Social Media policies**

Owner must comply, and must procure its employees and contractors to comply, with Sponsor’s Social Media policies from time to time in relation to any direct or indirect references to the sponsorship or the Sponsor in Social Media content created or exchanged by or on behalf of Owner, its employees or contractors.
7. **Exclusivity**

7.1 **Exclusivity within Territory**

(a) If the Sponsorship Category is designed for only 1 sponsor (for example, naming rights or principal sponsorship):

(i) Sponsor’s rights under this Agreement are exclusive within the Territory; and

(ii) Owner must not enter into any sponsorship or supply arrangements for the Property in the Sponsorship Category within the Territory with any other person.

(b) If the Sponsorship Category is designed for multiple sponsors (for example, official suppliers or Gold Class sponsors) Owner must not, without the prior written consent of Sponsor (which must not be unreasonably withheld), enter into any sponsorship or supply arrangements for the Property in the Sponsorship Category within the Territory with any other person.

(c) The sponsorship categories for the Property must not be redesigned without Sponsor’s prior written consent if to do so might affect adversely Sponsor’s rights under this clause.

7.2 **Competitors**

Owner must not within the Territory authorise or permit to subsist:

(a) the provision of any products or services to the Property, in any sponsorship category; or

(b) any association with the Property,

by any Competitor of Sponsor.

7.3 **Sponsor Restraint**

Sponsor must not enter into any sponsorship or supply arrangements with any Competitor of the Property or the Owner during the Term or within a reasonable time after the end of the Term.

7.4 **Injunctions**

The parties acknowledge that the restraints referred to in this clause 7 cannot adequately be compensated for in damages and consent to injunctive relief for the enforcement of these restraints.

8. **Marketing and service delivery**

8.1 **Marketing Committee**

Owner and Sponsor will establish a marketing committee to meet quarterly (or otherwise, as agreed) for the purposes of:

(a) reviewing the progress of the sponsorship and the mutual rights conferred under this Agreement;

(b) evaluating the success of the sponsorship against its objectives;

(c) discussing further opportunities for leverage and cross promotional activities;
maximising the ongoing benefits to the parties, implementing promotional strategies for the parties and identifying new, mutual opportunities; and

maximising the Sponsor Benefits by:

(i) identifying actual or potential Ambush activities;

(ii) using their best endeavours to prevent Ambush or minimise its potential impact on the sponsorship; and

(iii) directing implementation of the strategies outlined in Schedule 26.

8.2 Service Delivery

Both Sponsor and Owner must designate a representative to be primarily responsible for the provision of the day to day service and support required by the other party under this Agreement. Until otherwise nominated, the representatives will be the representatives named in Schedules 1 and 2.

8.3 Evaluation

The parties must evaluate the success of the sponsorship in accordance with the criteria outlined in Schedule 14 and with the consequences (if any) outlined in that Schedule.

9. Termination

9.1 Expiry

This Agreement, unless terminated earlier under this clause or extended under clause 1, will continue until the end of the Term.

9.2 Early Termination by Sponsor

Sponsor may terminate this Agreement if any of the following occurs:

(a) Owner fails to provide a Sponsor Benefit, and failure continues for 7 days after Owner receives written notice from Sponsor to provide the benefit.

(b) Owner is Insolvent.

(c) any event outlined in Schedule 23 occurs.

(d) application of the evaluation criteria in Schedule 14 permits termination.

(e) any laws come into operation which in any way restrict, prohibit or otherwise regulate the sponsorship of, or association by Sponsor with, the Property or the Owner so that:

(i) the benefits available to Sponsor are materially reduced or altered; or

(ii) Sponsor's obligations under this Agreement are materially increased.

(f) for reasons beyond the reasonable control of Sponsor, Sponsor is unable to continue to exploit and enjoy fully the Sponsor Benefits.
any major, public controversy arises in connection with the Owner, the Property or this Agreement which, in the reasonable opinion of Sponsor, reflects adversely and substantially on Sponsor's corporate image.

any statement, representation or warranty made by Owner in connection with this Agreement proves to have been incorrect or misleading in any material respect.

the rights conferred on Sponsor under this Agreement are directly or indirectly diminished, prejudiced or compromised in any way by the reckless acts or omissions of Owner.

Owner has not used its best endeavours to ensure that the exclusive rights conferred on Sponsor under this Agreement are not directly or indirectly diminished, prejudiced or compromised in any way by the acts or omissions of third parties (for example, by Ambush).

9.3 Early Termination by Owner

Owner may terminate this Agreement if any of the following occurs:

(a) Sponsor fails to provide a material Owner Benefit, and failure continues for 7 days after Sponsor receives written notice from Owner to provide the benefit.

(b) Sponsor is Insolvent.

(c) any event outlined in Schedule 24 occurs.

(d) any major, public controversy arises in connection with the Sponsor or this Agreement which, in the reasonable opinion of Owner, reflects adversely and substantially on Owner's corporate image or upon the Property.

(e) any statement, representation or warranty made by Sponsor in connection with this Agreement proves to have been incorrect or misleading in any material respect when made.

(f) the rights conferred on Owner under this Agreement are directly or indirectly diminished, prejudiced or compromised in any way by the reckless acts or omissions of Sponsor.

9.4 Immaterial Breaches

Nothing in this clause entitles a party to terminate this Agreement for trivial or immaterial breaches which cannot be remedied, however this does not prevent termination for regular, consistent or repeated breaches (even if they would, alone, be trivial or immaterial).

9.5 Method of Termination

A party entitled to terminate this Agreement may do so by notice in writing to the other at the address specified in Schedule 1 or Schedule 2, as the case may be.

9.6 Effect of Early Termination

Termination of this Agreement for any reason shall be without prejudice to the rights and obligations of each party accrued up to and including the date of termination.
10. Re-branding

10.1 Change of name, logo, product etc

If at any time Sponsor changes its name or logo, or wishes to change any Sponsor's product associated with Property, Sponsor may re-brand the sponsorship of the Property provided that, in the reasonable opinion of Owner, to do so will not affect the good name and image of the Property or Owner.

10.2 Costs

Re-branding must be at Sponsor's cost. This includes:

(a) direct costs to Sponsor; and

(b) any costs incurred by Owner directly or indirectly resulting from the re-branding.

11. Governing law and jurisdiction

The Applicable Law governs this Agreement. The parties submit to the non-exclusive jurisdiction of the courts of the country or region of the Applicable Law and courts of appeal from them for determining any dispute concerning this Agreement.

12. Relationship of parties

The parties are independent contractors. Nothing in this Agreement or in the description of the Sponsorship Category shall be construed to place the parties in, and the parties must not act in a manner which expresses or implies, a legal relationship of partnership, joint venture, franchise, employment or agency.

13. Ongoing assistance

13.1 Assist parties

Each party must promptly:

(a) do all things;

(b) sign all documents; and

(c) provide all relevant assistance and information,

reasonably required by the other party to enable the performance by the parties of their obligations under this Agreement.

14. Costs

14.1 Agreement costs

Each party must pay its own costs of and incidental to the negotiation, preparation and execution of this Agreement.
14.2 Implementation costs

Unless otherwise specified as a Sponsor Benefit or Owner Benefit, each party must pay its own signage, advertising, leverage, general overhead and incidental costs related to the performance of its obligations under this Agreement. Despite this, all signage, artwork, photography, film, video tape and similar expenses directly or indirectly incurred under this Agreement must be met by Sponsor unless otherwise provided for in the Schedule or Special Conditions.

14.3 Transaction taxes

Sponsor must also pay all transaction taxes (such as GST, VAT or similar goods or services taxes) applicable to this Agreement.

15. Notices

Notices under this Agreement may be delivered or sent by post, facsimile or e-mail to the relevant addresses outlined in Schedules 1 and 2 and will be deemed to have been received in the ordinary course of delivery of notices in that form.

16. Insurance

16.1 Liability insurance

Owner must effect and keep current:

(a) a public liability insurance policy for an amount not less than the amount specified in Schedule 25 for any single claim for liability of Owner or Sponsor or both for death, personal injury or property damage occasioned to any person in respect of the Property (including a contractual liability endorsement to cover the obligations of Owner under clause 17);

(b) such other insurance as is specified in Schedule 25; and

(c) if Property is a one-off event (or if the parties specify in Schedule 25), event cancellation insurance in an amount equalling or exceeding the value of Sponsor Benefits.

16.2 Product liability insurance

If:

(a) Owner is authorised under this Agreement to manufacture, sell or licence the sale or manufacture of any merchandise bearing Sponsor Marks; or

(b) Sponsor is authorised under this Agreement to manufacture, sell or licence the sale or manufacture of any merchandise bearing Owner Marks;

the party so authorised must effect and keep current a product liability insurance policy for an amount not less than the amount specified in Schedule 25 for any single claim for liability of Owner or Sponsor or both for death, personal injury or property damage occasioned to any person in respect of the manufacture or sale of the merchandise (for example, for claims relating to a defective product).
16.3 Terms of Policies

All insurance policies effected under this Agreement must:

(a) be wholly satisfactory to Beneficiary;
(b) identify Beneficiary as a named insured;
(c) remain enforceable for the benefit of Beneficiary even if invalid or unenforceable by Payer; and
(d) include full, automatic reinstatement cover at all times during the Term.

16.4 Other Obligations

Payer must:

(a) not violate, or permit the violation of, any conditions of these policies; and
(b) provide insurance certificates and copies of the policies to Beneficiary on its reasonable request.

17. Indemnities and liability limitation

17.1 Owner indemnities

Owner must indemnify Sponsor and Sponsor's officers, employees and agents from and against all claims, damages, liabilities, losses and expenses related to:

(a) any breach by Owner of this Agreement;
(b) the inaccuracy of any warranty or representations made by Owner;
(c) any wrongful act or omission by Owner (including negligence, unlawful conduct and wilful misconduct) in performance of this Agreement;
(d) Sponsor's involvement with the Property (other than losses and expenses incurred solely as a result of Sponsor's decision to invest in the Property);
(e) liabilities for which insurance is required under clause 16.

17.2 Sponsor indemnities

Sponsor must indemnify Owner and Owner's officers, employees and agents from and against all claims, damages, liabilities, losses and expenses related to:

(a) any breach by Sponsor of this Agreement;
(b) the inaccuracy of any warranty or representations made by Sponsor;
(c) any wrongful act or omission by Sponsor (including negligence, unlawful conduct and wilful misconduct) in its performance of this Agreement; and
(d) all liabilities for which insurance is required under clause 16.

17.3 Limitation of liability

To the extent permitted by law, Sponsor’s liability to Owner under this Agreement (whether for breach of warranty or otherwise) is limited to the payment of sponsorship fees as and when due.
18. Dispute resolution

18.1 Mediation

Any dispute or difference about this Agreement must be resolved as follows:

(a) the parties must first refer the dispute to mediation by an agreed accredited mediator or, failing agreement, by a person appointed by the President or other senior officer of the Law Society or Bar Association in the jurisdiction of the Applicable Law;

(b) the mediator must determine the rules of the mediation if the parties do not agree;

(c) mediation commences when a party gives written notice to the other specifying the dispute and requiring its resolution under this clause;

(d) the parties must use their best endeavours to complete the mediation within 14 days; and

(e) any information or documents obtained through or as part of the mediation must not be used for any purpose other than the settlement of the dispute.

18.2 Final Resolution

If the dispute is not resolved within 14 days of the notice of its commencement, either party may then, but not earlier, commence legal proceedings in an appropriate court.

18.3 Contract Performance

Each party must continue to perform this Agreement despite the existence of a dispute or any proceedings under this clause.

18.4 Exceptions to mediation

Nothing in this clause prevents:

(a) a party from seeking urgent injunctive relief in respect of an actual or apprehended breach of this Agreement;

(b) Sponsor from exercising its rights under sub-clauses 9.2(a)-(c); or

(c) Owner from exercising its rights under sub-clauses 9.3(a)-(c).

19. Confidentiality

The commercial terms of this Agreement are confidential to the parties unless they otherwise agree. However, this does not prevent:

(a) Sponsor or Owner disclosing the existence or the sponsorship to the general public; or

(b) any promotional, marketing or sponsorship activities authorised or required under this Agreement.
20. Definitions and interpretation

20.1 Composition

This Agreement comprises these Standard Conditions and the attached Schedules and Special Conditions.

20.2 Precedence

The Special Conditions and the attached Schedules have precedence over these Standard Conditions to the extent of any inconsistency.

20.3 Definitions

In this Agreement, unless the context otherwise requires, terms defined in the Schedules or Special Conditions have the meaning set out there and:

Agreement means this Agreement as amended from time to time.

Ambush means the association by any person, not authorised in writing by Owner, of the person’s name, brands, products or services with the Property or with a party, through marketing or promotional activities or otherwise, whether or not lawful, accurate or misleading.

Beneficiary means the party for whose benefit an insurance policy must be effected under clause 16.

Competitor means:

(a) in the case of Sponsor:

(i) any person who conducts any business which competes (other than incidentally), directly or indirectly, with any business conducted or services provided by Sponsor or any company related to Sponsor or whose products or services are antithetical to or incompatible with the business, products or services of Sponsor; or

(ii) any person listed in Schedule 21 or who conducts a business in the industry, or of the nature, described in that Schedule.

(b) in the case of Owner:

(i) any person who conducts any event or offers any product substantially similar to the Property anywhere in the Territory or whose operations are antithetical to or incompatible with the Property; or

(ii) any person or property listed in Schedule 22 or any property or event of the nature described in that Schedule.

Insolvent in respect of a party means one of the following events has occurred:

(a) the filing of an application for the winding up, whether voluntary or otherwise, or the issuing of a notice summoning a meeting at which it is to be moved a resolution proposing the winding up, of the party;

(b) the appointment of a receiver, receiver and manager, administrator, liquidator or provisional liquidator with respect to that party or any of its assets;
(c) the assignment by that party in favour of, or composition or arrangement or entering into of a scheme of arrangement (otherwise than for the purposes solely of corporate reconstruction) with, its creditors or any class of its creditors.

(d) something having a substantially similar effect to (a) to (c) happens in connection with party or its assets under the Applicable Law.

**Media** means any of communication to the public at large, whether by radio, television, newspaper, digital media (such as the Internet) or otherwise.

**Owner Benefits** include additional fees or benefits that accrue to Owner by application of the evaluation criteria in Schedule 14.

**Owner Marks** means Owner's name and trade or service marks, labels, designs, logos, trade names, product identifications, artwork and other symbols, devices, copyright and intellectual property rights directly associated with the Property. If Schedule 16 is completed, the term is limited to the Owner Marks depicted or listed in that schedule.

**Payer** means the party obliged to effect an insurance policy under clause 16.

**Social Media** means a digital application that facilitates the creation and exchange of user-generated information, whether for personal or business purposes, including (for example and without limitation) blogs, wikis, social networks (such as Facebook, YouTube and Twitter) and on-line media.

**Sponsor Benefits** may be reduced by application of the evaluation criteria in Schedule 14, and if reduced must be construed accordingly.

**Sponsor Marks** means Sponsor's name and the marks and other symbols outlined in Schedule 17.

**20.4 Currency**

References to currency are to the lawful currency of the country or region of the Applicable Law.

**20.5 Examples**

Examples given in this Agreement do not limit or qualify the general words to which they relate.

**Signing page**

By signing, you indicate acceptance of this Agreement (including the standard conditions and the special conditions) on behalf of the entity you represent and you declare your ability to sign this Agreement on behalf of the Sponsor/Owner (as the case may be).

Signed for and on behalf of Sponsor
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