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BUILDING A PROFITABLE SPONSORSHIP PROGRAMME

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Building a Sponsorship Program

- History of sports sponsorship
 - □ 1984 Olympic Games in Los Angeles
 - □ Peter Uberoth devised a way to fund the Games largely from private
- > How did he get companies to pay?
 - □ Offered them the right to market an association with the Games
 - □ Exclusive product categories competitive advantage
- Offered them special benefits that their competitors could Hishefforts gave birth to a new industry
- - Event, team, and individual sponsorships
 - □ Stadium naming rights





What is a sponsorship?

- For the Property:
 - A method of revenue generation
 - □ A method of promotion
 - □ Cash or VIK is received in exchange for a grant of the right to associate with the goodwill of the sponsored event or organization
- For the Sponsor:
 - A unique way to "connect" with its target consumers
 - Creating attractive associations and memories
 - Incentive programs for customers and employees
- A sponsorship is <u>not</u> a "partnership" in the legal



Building a profitable sponsorship program

- Devise Overall strategy for the organization
- Assess all needs
 - Cash
 - Supply
 - Services
 - □ "Free" promotion
- Inventory of Assets
 - ☐ Trademark(s)
 - □ Activities/events Off-site and On-site
 - Media assets
 - Examples: Concessions; Volunteers; Vehicles; Large Screens
- Build a "value chain": the sponsor's package of rights and benefits
 - Exclusivity within category
 - □ Trademark usage/designations
 - Recognition
 - Benefits (Off-site and On-site)
 - ☐ Tiered approach? Must clearly define each level of program
- Identify brand attributes and customer profile
- Identify viable product categories (avoid overlap)
- Identify viable target companies
- Match brand attributes and customer profile with potential

Different Models of Sponsorship

- > Ways to create value can differ greatly
- ➤ Different levels of exclusivity (NASCAR vs. Olympics)
- Once you pick your model, you need to stick to it, or else you risk breaching contracts and/or devaluing your program
- > Every sponsorship model requires <u>sacrifice</u>.
 - □ Non-exclusive (lower value; clutter; lots of promotion)
 - ☐ Exclusive Categories (higher value; potential for conflict)
 - ☐ Highly Exclusive "partner" model (highest value; fewer partners)



Creating Your Marketing Plan

- Vision and objectives
- Creation of the Brand: a description of the process and timeline for developing the Event brand
- Revenue targets
- Description of the domestic programme
- General description of each tier (usually two or three)
- Proposed number of sponsors at each tier
- Proposed minimum fee at each tier
- Proposed Rights Package for each tier
- Proposed categories for each tier and target companies
- Ticketing: a general description of ticketing strategy and projections
- Licensing: description of goals for the licensing programme
- Marketing Department Structure: a general plan for the structure of the marketing department, including a plan for account support and servicing
- Brand Protection and Anti-Ambush Campaign
- SEE EXAMPLE VALUE CHAIN



Common Tier 1 Categories

- Non-Alcoholic Beverages
- Consumer Electronics (can be divided in several ways)
- Payment Systems (credit cards)
- Banking
- Automobiles
- Oil and Gas
- Telecommunication services (potentially divided into wireline and wireless service providers)
- Power utility services
- Insurance
- Sportswear
- Airport Authority
- Air Passenger Services



Common Categories at Lower Levels

- Advertising
- Chemicals and paints
- Concrete
- Construction
- Dairy (Plain milk and packaged ice cream)
- Household consumable products (such as cleaning fluids)
- Hotels
- Metals and mining
- Packaged foods (not quick serve or ready-to-eat)
- Packaging
- Private Equity
- Reprographics
- Software (off-the-shelf products only)
- Steel
- Tour operators
- Waste management
- Water utility services



Common Categories at Lower Levels

- Audit
- Building supplies
- Bus / coach operators
- Cereals (dry, packaged)
- Cleaning services
- Directories
- Electricity transmission services
- Forestry
- General engineering
- Hospitality services
- Property Development
- Legal services
- Office supplies
- Security services
- Travel Agents





Ways to protect the value of a sponsorship program

- Protect the goodwill and distinctiveness of our Trademarks
- Cultivate your brand attributes
- > Make "heroes" out of your sponsors
- Protect against ambushes
- Limit access to on-site benefits by competitors
- > "NO MARKETING RIGHTS" CLAUSES IN VENDOR CONTRACTS

In other words, the entire package of rights must be exclusive enough and

unique enough that it is worth the price.





➤ What is an ambush?

- An unauthorized attempt to associate with an event or
- Devalues your sponsorship program
- Results in a loss of credibility, especially at renewal tir

➤ How can you combat ambushes?

- Ambushes are not always illegal
- When the ambusher uses your Trademark, it's easy
- ☐ When the ambusher doesn't use your Trademark, it's h
- Must start with a distinctive Trademark
- Must have a strong recognition plan to "teach" consum who your sponsors are
- Must create a value chain that is not easily duplicated
- Sponsors have responsibility, too (if they don't activate or if they don't activate properly, ambushers have an e



Trademark usage: the focus of the sponsorship package

- Letting someone use your Trademark is a big deal
- A company can easily lose control of their Trademark and its meaning (e.g., Kleenex, Xerox, Band-Aid)
- Rules and approvals are critical



Activation Guidelines are critical

- Technical requirements for use of Trademarks (color, dimensions, clarity, etc.)
- Designation: by far the most important part of the activation



What is a designation?

- A simple, standard statement that explains why your mark appears on the sponsor's materials or products:
 - "Official Sponsor of the SPORT EVENT"
 - "Official HDTV of the SPORT EVENT"
- It must accurately reflect their status ("Sponsor") and/or their product category
- It must not be misleading ("Provider" and "Supplier" designations can be misleading if the products are not actually provided)
- Mostly functional (it is a legal tool more than a marketing tool)
- ☐ It is not another advertising opportunity it should not be replaced with a tag line



- > Why is the designation so important?
 - ☐ It is essential to the protection of your Trademark
 - Allows you to stay within your registered classes
 - ☐ It is essential to the protection of your value chain
 - By telling consumers why your mark appears on the sponsor's materials, you can maintain separation between high level sponsors and low level sponsors.
 - You can also maintain separation between sponsors and licensees



➤ No designation?

- ☐ Jeopardizes the value of your program because no one can distinguish relationships
- ☐ Creates confusion about your property's involvement with the product or service
 - Legal exposure for your property:
 - Do you stand behind the product or service?
 - Did you manufacture it? Test it? Approve it?
 - Your Trademark probably is not registered for the sponsor's products or services
- ☐ If a sponsor doesn't want to use an approved Designation, they have a fundamental misunderstanding of sponsorship.
 - They have bought the right to build loyalty among their consumers by telling their consumers that the sponsor is partly responsible for funding your event.
 - Tax exempt organizations: beware of "advertising" for your sponsors!



➤ Overview of Activation Guidelines

- ☐ Whenever a sponsor uses our your Event Trademark, you must confirm:
 - Are they allowed to use that particular Trademark?
 - Have they used an approved Designation?
 - Integrated logo? Use caution!
 - Reasonable visual impact, size, etc.
 - If a category-based sponsorship, must be in connection with only the products or services in their category
 - Must be within the authorized territory
 - On promotional materials and tags, not on merchandise (usually)
 - Premium items allowed: but again, use a Designation!
 - No comparative advertising
 - No endorsement (not "tested," "selected," "approved" or "warranted" by your property)
 - NO USAGE OF THIRD PARTY MARKS,



- How should you address the usage of third party marks?
 - ☐ GENERAL RULE: NO USAGE OF THIRD PARTY MARKS
 - Dilutes the value of our program because status of the third party is unclear
 - You will not realize full value of the marketing rights sold to the sponsor
 - Third party gets a free ride
 - May conflict with rights of another sponsor
 - But, you can use your discretion by considering certain factors:
 - Is a direct relationship implied?
 - Does the third party trademark represent products or services in another category or potential category?
 - Does the third party trademark represent a product or brand with which you do not want to be associated?
 - If all the above tests are passed…
 - Ensure a proper degree of visual separation
 - Must explain why the third party trademark is there: "available at," "enter to win at," or "prizes provided by"
 - □ Difference between "pass-through" and "third party



- Key questions to ask when conducting approvals:
 - ■What rights does the sponsor have?
 - □What Sponsor brand is being used?
 - What is the authorized product category?
 - What are the authorized designations?
 - □Composite vs. Stand-alone?
 - ☐ Territory?
 - □ Are still/video images used? If so, do they have permission?
 - □ Any chance of confusion as to <u>status</u> or <u>product category</u>?
 - □ Do third party marks appear? If so, do they meet the test?
 - ☐ Are all relationships presented clearly and accurately?

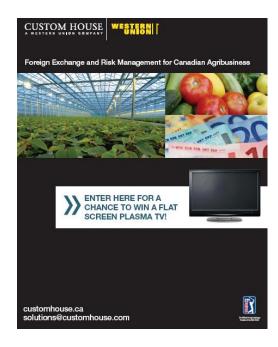


Examples for Discussion















When can you allow exceptions to the rules?

- Remember: the risk of individual "small" exceptions is usually low. But the risk of numerous "small" exceptions can be higher
- Don't put yourself in breach of another sponsor's agreement!
- Exceptions should have a purpose that justifies the risk
- Exceptions should not be driven by low-level sponsor representatives or agents who are lazy or uninformed
- ➤Often, there is a solution to a true sponsor need



- So, what is the difference between a sponsorship and retail license?
 - ☐ A "license" is when you allow another to use your trademark <u>on your behalf</u> usually for a "<u>per product</u>" royalty.
 - □ Confusion with the general term "license"
 - ☐ Three general approaches to licensing value:
 - No marketing rights: Only your trademark, no manufacturer's branding. Also called "Private Label."
 - Limited marketing rights: your trademark plus standard manufacturer's branding (more valuable to licensee)
 - Full marketing rights: co-branding (most valuable to licensee)
 - Proceed with caution here. This is a very valuable right.
 - Makes sense with apparel.
 - ☐ Must take care not to conflict with sponsorship program
 - Often it is most wise to require a designation: "Official Licensee" or "Official Licensed Product"



Why have a licensing program?

- **≻**Revenue
- ➤ Protection of trademarks in various classes
- ➤ Touches consumers in a different way
- ➤ Can build the brand



> What's the deal with "Premiums?"

- ☐ Don't want sponsor premiums to compete with licensing program
- ☐ Sponsors can give away Event branded merchandise
- ☐ Sponsors can give away merchandise with their proper activation (Event mark plus Designation)
 - This is not a "licensed product"
 - But can be good for driving business to licensees
- □ Strategic questions: Should sponsor rights and licensee rights be separated? Should you charge sponsors a fee for creating premiums with your brand on them?

