

# **GUIDELINES FOR THE USE OF CMAS LOGO, TRADEMARKS AND IMAGE**

## **Introduction**

It is the aim of CMAS to ensure that all its affiliated members (national federations or any other organizations affiliated or recognized by CMAS — “**CMAS Members**”), official partners and anyone (“**Commercial Partners**”) cooperating or entering with CMAS into contracts for the exploitation of CMAS Logo, Trademarks and Image (hereinafter “**CMAS Immaterial Assets**”) abide by certain rules and behaviours so that it may derive the maximum benefit from their relations with CMAS and benefit fully from their association with the CMAS Immaterial Assets.

These guidelines have been produced to enhance and preserve the benefit and value of this concept and to ensure that all contractual and regulatory issues affecting the use of CMAS Immaterial Assets are observed by CMAS Members and Commercial Partners within any CMAS activities and events.

The observance of these guidelines will ensure that all affiliated members and partners of CMAS operate in a consistent and controlled manner, which will provide a much greater perceived association with the CMAS Immaterial Assets for the affiliated members and the commercial partners of CMAS.

All CMAS Members and Commercial partners are reminded that observance of these Guidelines is expressly required under the terms of their engagement with CMAS, whatever the nature thereof.

## **The Guidelines**

### **Promotion**

For the purposes of all promotional and marketing materials produced by CMAS Members and Commercial Partners, the latter shall ensure that CMAS Immaterial Assets are always used:

- (i) on the basis of a valid and effective license agreement or authorization to use CMAS Immaterial Assets;
- (ii) in such a way as to avoid prejudice or detriment to CMAS and its CMAS Immaterial Assets;
- (iii) in such a way as to avoid and prevent any misleading communication or claim to the public;
- (iv) in such a way as to maintain and improve the value of CMAS Immaterial Assets.

Any non authorized or non-licensed use or any misuse of CMAS Immaterial Assets by a CMAS Members (including the individuals who represent the CMAS Members or have acted on its behalf) shall be considered as a very serious infringement of CMAS resolutions and shall be the subject of a disciplinary proceedings which, in addition to a cease and desist order from further use of CMAS Immaterial Assets to be taken also on interim basis by the President of CMAS, may lead to any of the following sanctions:

FIRST VIOLATION: Warning, reprimand or temporary suspension for no more than twelve months from affiliation or from rights (including voting rights) or office within CMAS

SECOND VIOLATION: suspension from affiliation or from rights (including voting rights) or office within CMAS for no less than twelve and no more than thirty-six months. Striking off, providing a new application for membership after a probationary period to be established by the Board of Directors. Should the fact grounding the infringement is of a high degree of seriousness, sanctions provided for in the event of Second violations can apply forthwith at the first violation.

Any non authorized or non-licensed use or any misuse of CMAS Immaterial Assets by a Commercial Partner shall be considered as a very serious breach of the agreement which licenses the use of such CMAS Immaterial Assets and will enable CMAS to immediately terminate the agreement, without prejudice of action for damages.

### **Filming/Footage**

Where partners wish to utilise film footage of events for promotional purposes (including internal purposes) clearance must be obtained from the relevant proprietor authorities such as the CMAS, the Organizers of Events and the National Federation or CMAS Members concerned and/or their respective licensees. Alternatively CMAS may be able to provide rights free footage suitable for CMAS Members' needs or those of the Commercial partners.

### **Use of CMAS Image**

CMAS Members and Commercial Partners are reminded that the names and images of CMAS may be used if licenses and authorized and within the limits of such license and authorization. Hence, CMAS Image cannot be used in a manner, which may constitute an express or implied product endorsement by CMAS, unless this is separately agreed with CMAS.

By way of example, unless expressly agreed upon by those having to title, the following are not permissible;

- CMAS recommends X or
- CMAS always chooses X

Any non authorized or non-licensed use or any misuse of CMAS Image by a CMAS Members (including the individuals who represent the CMAS Members or have acted on its behalf) shall be considered as a very serious infringement of CMAS

resolutions and shall the subject of a disciplinary proceedings which, in addition to a cease and desist order from further use of CMAS Immaterial Assets to be taken also on interim basis by the President of CMAS, may lead to any of the following sanctions:

- FIRST VIOLATION: Warning, reprimand or temporary suspension for no more than twelve months from affiliation or from rights (including voting rights) or office within CMAS
- SECOND VIOLATION: suspension from affiliation or from rights (including voting rights) or office within CMAS for no less than twelve and no more than thirty-six months. Striking off, providing a new application for membership after a probationary period to be established by the Board of Directors. Should the fact grounding the infringement is of a high degree of seriousness, sanctions provided for in the event of Second violations can apply forthwith at the first violation.

Any non authorized or non-licensed use or any misuse of CMAS Image by a Commercial Partner shall be considered as a very serious breach of the agreements in place, including those which licenses the use of such CMAS Image and will enable CMAS to immediately terminate all the agreements, without prejudice of action for damages.

### **Commercial Partner Protection**

CMAS Members and Commercial Partners are entitled to the preservation of the integrity of their marks in the use of CMAS Immaterial Assets by other partners. This means that no removal obscuring or modification of any sponsor identification is permitted when producing advertising or promotional materials.

### **Merchandising**

CMAS Members and Commercial Partners may wish to produce promotional items to support their involvement with CMAS. The use of such items for give-away purposes may be acceptable, however it is vital that the integrity of CMAS' image and value of its Immaterial Assets is preserved and never diluted in terms of the nature, quality and styling of such products and that sales of CMAS merchandise are not affected. Such items may only be produced subject to the prior written consent of CMAS.