

G-Regs™

ICC– Sponsorship rules



Full title:	The International Chamber of Commerce Code of Advertising and Marketing Communication Practice; Sponsorship rules extract
Title of relevant section:	Sponsorship
Chapter:	Chapter B
Clause:	<p>Scope of Chapter B</p> <p>This chapter applies to all forms of sponsorship relating to corporate image, brands, products, activities or events of any kind. It includes sponsorship by both commercial and non-commercial organisations, including sponsorship elements forming part of other marketing activities such as sales promotion or direct marketing. The rules also apply to any sponsorship element of corporate social responsibility programmes. Sponsor-owned activities should comply, to the extent applicable, with the principles of this chapter.</p> <p>This chapter does not apply to product placement, or to funding which lacks a commercial or communication purpose, such as donations or patronage, except where there is a sponsorship element.</p>
Clause:	<p>Terms specific to sponsorship</p> <p>The following definitions relate specifically to this chapter and should be read in conjunction with the general definitions contained in the General Provisions:</p> <ul style="list-style-type: none"> • The term “<i>audience</i>” refers to the public, individuals or organisations to which a sponsorship property is directed; • The term “<i>donations and patronage</i>” refers to forms of altruism where money or goods may be given, with only negligible or no benefits, recognition or commercial return; • The term “<i>media sponsorship</i>” refers to sponsorship of a media property (e.g. television or radio broadcast, publication, cinema, internet, mobile or other telecommunication technology); • The term “<i>product placement</i>” refers to the inclusion of a product or brand so that it is featured within the content of a programme, film or publication, including online material, normally in return for payment or other valuable consideration to the programme or film producer, publisher or licensee; • The term “<i>sponsor</i>” refers to any corporation or other legal entity providing financial or other sponsorship support; • The term “<i>sponsor-owned activity</i>” refers to a property which appears to be a sponsorship but where the sponsor and the sponsored party are the same

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entity; for instance an event created and owned by a company/organisation for which it also has the intention or effect of being perceived as the sponsor of the event;

- The term “*sponsorship*” refers to any commercial agreement by which a sponsor, for the mutual benefit of the sponsor and sponsored party, contractually provides financing or other support in order to establish an association between the sponsor’s image, brands or products and a sponsorship property, in return for rights to promote this association and/or for the granting of certain agreed direct or indirect benefits;
 - The term “*sponsored party*” refers to any individual or other legal entity owning the relevant rights in the sponsorship property and receiving direct or indirect support from a sponsor in relation to the sponsorship property;
 - The term “*sponsorship property*” refers to an event, activity, organisation, individual, media or location.
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Clause:**B1 Principles governing sponsorship**

All sponsorship should be based on contractual obligations between the sponsor and the sponsored party. Sponsors and sponsored parties should set out clear terms and conditions with all other partners involved, to define their expectations regarding all aspects of the sponsorship deal.

Sponsorship should be recognisable as such.

The terms and conduct of sponsorship should be based upon the principle of good faith between all parties to the sponsorship.

There should be clarity regarding the specific rights being sold and confirmation that these are available for sponsorship from the rights holder. Sponsored parties should have the absolute right to decide on the value of the sponsorship rights that they are offering and the appropriateness of the sponsor with whom they contract.

Clause:**B2 Autonomy and self-determination**

Sponsorship should respect the autonomy and self-determination of the sponsored party in the management of its own activities and properties, provided the sponsored party fulfills the obligations set out in the sponsorship agreement.

Clause:**B3 Imitation and confusion**

Sponsors and sponsored parties, as well as other parties involved in a sponsorship, should avoid imitation of the representation of other sponsorships where such imitation might mislead or generate confusion, even if applied to non-competitive products, companies or events.

Clause:**B4 “Ambushing” of sponsored properties**

No party should seek to give the impression that it is a sponsor of any event or of media coverage of an event, whether sponsored or not, if it is not in fact an official sponsor of the property or of media coverage.

The sponsor and sponsored party should each take care to ensure that any

actions taken by them to combat 'ambush marketing' are proportionate and that they do not damage the reputation of the sponsored property nor impact unduly on members of the general public.

Clause: **B5 Respect for the sponsorship property and the sponsor**

Sponsors should take particular care to safeguard the inherent artistic, cultural, sporting or other content of the sponsorship property and should avoid any abuse of their position that might damage the identity, dignity, or reputations of the sponsored party or the sponsorship property.

The sponsored party should not obscure, deform or bring into disrepute the image or trade- marks of the sponsor, or jeopardise the goodwill or public esteem associated with them.

Clause: **B6 The sponsorship audience**

The audience should be clearly informed of the existence of a sponsorship with respect to a particular event, activity, programme or person and the sponsor's own message should not be likely to cause offence. Due note should be taken of existing professional ethics of the sponsored party.

This article is not, however, intended to discourage sponsorship of avant-garde or potentially controversial artistic/cultural activities, or to encourage sponsors to exercise censorship over a sponsored party's message.

Clause: **B7 Data capture/data sharing**

If an individual's data are used in connection with sponsorship, the provisions of article 19 are applicable.

Clause: **B8 Artistic and historical objects**

Sponsorship should not be conducted in such a way as to endanger artistic or historical objects.

Sponsorship that aims to safeguard, restore, or maintain cultural, artistic or historical properties or their diffusion, should respect the public interest related to them.

Clause: **B9 Social and environmental sponsorship**

Both sponsors and sponsored parties should take into consideration the potential social or environmental impact of the sponsorship when planning, organising and carrying out the sponsorship.

Any sponsorship message fully or partially based on a claim of positive (or reduced negative) social and/or environmental impact should be substantiated in terms of actual benefits to be obtained. Parties to the sponsorship should respect the principles set out in the ICC Business Charter for Sustainable Development⁷.

Any environmental claim made with respect to the sponsorship should conform to the principles set out in chapter E, Environmental Claims in Marketing communications.

Clause: **B10 Charities and humanitarian sponsorship**

Sponsorship of charities and other humanitarian causes should be undertaken with sensitivity and care, to ensure that the work of the sponsored party is not adversely affected.

Clause: **B11 Multiple sponsorship**

Where an activity or event requires or allows several sponsors, the individual contracts and agreements should clearly set out the respective rights, limits and obligations of each sponsor, including, but not limited to, details of any exclusivity.

In particular, each member of a group of sponsors should respect the defined sponsorship fields and the allotted communication tasks, avoiding any interference that might unfairly alter the balance between the contributions of the various sponsors.

The sponsored party should inform any potential sponsor of all the sponsors already a party to the sponsorship. The sponsored party should not accept a new sponsor without first ensuring that it does not conflict with any rights of sponsors who are already contracted and, where appropriate, informing the existing sponsors.

Clause: **B12 Media sponsorship**

The content and scheduling of sponsored media properties should not be unduly influenced by the sponsor so as to compromise the responsibility, autonomy or editorial independence of the broadcaster, programme producer or media owner, except to the extent that the sponsor is permitted by relevant legislation to be the programme producer or co-producer, media owner or financier.

Sponsored media properties should be identified as such by presentation of the sponsor's name and/or logo at the beginning, during and/or at the end of the programme or publication content. This also applies to online material.

Particular care should be taken to ensure that there is no confusion between sponsorship of an event or activity and the media sponsorship of that event, especially where different sponsors are involved.

Clause: **B13 Responsibility**

As sponsorship is conceptually based on a contract of mutual benefit, the onus for observing the Code falls jointly on the sponsor and the sponsored party, who share the ultimate responsibility for all aspects of the sponsorship, whatever its kind or content. Anyone taking part in the planning, creation or execution of any sponsorship has a degree of responsibility, as defined in article 23 of the General Provisions, for ensuring the observance of the Code towards those affected, or likely to be affected, by the sponsorship.
