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FIFA World Cup 2010

Introduction

This summer, all eyes will be on South Africa, when the FIFA World Cup 2010 kicks off there in June. As with all major sporting events, this tournament will attract international media attention, and with it countless opportunities for advertisers.

There are, however, several important legal and regulatory issues which advertisers should take into account when seeking to use, refer to, or associate, this event in their campaigns. As with the beautiful game itself, it is important to prepare everything behind the scenes before the start of the game. This guidance note sets out the important points to watch out for when preparing advertising campaigns in connection with the event.

Official Partners

There are a limited number of official sponsors (known as "Official Partners") of the World Cup 2010 and they pay huge sums of money to be associated with the event. FIFA, in return for this, vigorously protects their interests. Therefore, if you are not an official partner or sponsor, you will need to put on your creative cap and find ways to associate your brand with the tournament which does not encroach on the rights of the official sponsors.

If you are an official sponsor or partner or licensee, your agreements with FIFA will detail the extent of your rights in relation to advertising and marketing around the event. Those rights are likely to cover everything from the ability to use official branding and images of the mascot to being able to run promotions with tickets as prizes.

FIFA partners are Adidas, Coca Cola, Emirates, Hyundai, Sony and Visa.

FIFA World Cup Sponsors are Anheuser Busch, MTN, Castrol, McDonalds, Satyam, and Continental.

National supporters are National First Bank of South Africa and Telkom SA.

Sponsors of National Teams

Any advertiser sponsoring a national team will have certain rights, but that these will be limited to what have been agreed under their own contracts. They will not, for example, be able to use any of the official World Cup 2010 branding without authorisation from FIFA, including advertising on shirts and other kit (apart from the manufacturer's name) and any advertising within the match venues.

Likewise, any players who have their own sponsorship deals should be aware that FIFA may insist on any branding which is not that of an official partner being removed when the player is inside the stadium.

Tickets

As is usual with its tournaments, FIFA will impose strict rules relating to ticketing at the 2010 World Cup. Those who are fortunate to obtain tickets by application via one of the various official draws, will only receive tickets in their name, and identity checks on entering the arenas which will make passing tickets to anybody else very difficult. Under its "ticket transfer policy", designed to prevent unauthorised trade in its tickets, transfers of tickets must be approved by the Organising Committee. Therefore, and importantly for advertisers, only official sponsors of the event will be able to give away tickets as part of a prize promotion.

Full details of the rules around ticketing for the tournament, including details of FIFA's ticket transfer policy can be found at:

<http://www.fifa.com/worldcup/organisation/ticketing/index.html>

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Red cards - copyright and trade marks

Most importantly of all, advertisers should not use the World Cup logo, official posters, or images of the official mascot or trophy of the tournament, unless they have permission to do so. To use the marks, materials and mascots without sanction would of course infringe copyright, and could well amount to an infringement of a registered trade mark.

FIFA has registered several trade marks in various jurisdictions. To use those marks in advertising could be an infringement of FIFA's trade mark rights. FIFA has a list of its own "Official Marks" and asserts to have them as registered trade marks, although it does not specify where they are registered. In the EU, only the following are registered, although advertisers should also be wary of using any confusingly similar variations or modifications of them:

- FIFA
- FIFA World Cup
- South Africa 2010
- World Cup 2010
- Football World Cup
- FIFA Club World Cup
- Jules Rimet
- Jules Rimet Cup

The term "World Cup" has been registered in the UK Trademark Registry by FIFA, but it has a limited registration in class 25 for clothing and specifically, football boots. FIFA also has the term "World Cup" registered in the EU, although this is also only in the category of clothing and specifically football boots. Therefore, outside of this category, the term can be used to refer to the event, but advertisers must not suggest any official association with the event.

With regard to domain names, official trade marks can be used after the domain name in the URL. Advertisers can therefore have a "World Cup" page on their brand site, but cannot set up a standalone "World Cup" site. The example FIFA gives is:

www.travel-company.com/worldcuptravelinfo.html (acceptable)

www.worldcup.travel.company.com (not acceptable).

Advertisers must be careful not to suggest that they are sponsors of the event, either officially or unofficially. This would be misleading to consumers, which is a breach of the UK Advertising Codes, and such an association could also give rise to a claim in passing off.

Free kicks and ambush marketing

As with other major sporting events, there are regulations in place to prevent ambush marketing tactics by companies which are not official sponsors of the World Cup 2010. There are nevertheless a variety of ways in which brands have associated themselves unofficially with an event, from publicity stunts in and around the arenas to specifically targeting a competitor who is an official sponsor so as to attempt to undermine the success of their sponsorship of the event.

This has arguably been possible because there is no "association right" in UK and many other countries, as exists for the Olympics, Paralympics and Commonwealth Games in 2014.

For the FIFA rules and regulations on marketing activities see <http://www.fifa.com/aboutfifa/documentlibrary/doclists/marketing.html>

and specifically we recommend http://www.fifa.com/mm/53/42/06/2010_fifa_public_guidelines_en_260908.pdf

While the FIFA guide acknowledges there is no association right as such and merely asks for advertisers "to conduct their activities without commercially associating themselves with the 2010 World Cup" the Guide nevertheless uses the terms "no commercial association" and examples of such use throughout its guide in an attempt to dissuade any company thinking of trying such a stunt. FIFA does also though provide examples of what is an acceptable reference and association, so it is possible for example for an advertising campaign to mention the World Cup taking place in South Africa this year, but it must not use any official trade marks in doing so.

For example an advertisement can have a football-related or a South African theme to a certain extent, but must not use any official FIFA branding. A licence would of course be required to use any footage or imagery from past tournaments because such film is protected by copyright. Advertisers should, however, be careful that there are not too many references to football in South Africa, since this could expose you to a claim in passing off in the UK (trying to create an unauthorised association for your commercial benefit through an implication of sponsorship or other official involvement when none exists).

National football teams can be mentioned in advertising, but obtain permission to use their logos and branding. In press/online/outdoor advertisements in the UK, players can also be referred to by name without their permission, subject to certain caveats. For TV commercials permission is required if referencing living people under the Broadcast Code for Advertising Practice. Advertisers should also be aware that clubs and players may have registered their names as trade marks and check the relevant Trade Mark Registry. Advertisers should be particularly careful not to suggest that a player is endorsing their product if this is not the case, since a claim for passing off could arise. Likewise, there should be no denigratory treatment of players, teams or Official Partners. (See the separate ReactS Ad Guide "Using celebrities in Advertising")

The design, branding and logos on football kits worn by the players are also subject to copyright protection, therefore strip should only be used with if consent to use all relevant elements has been obtained. The FA has in the past taken legal action against a company that used the England Team badge without permission .

Final Thoughts

FIFA Stadium Code of Conduct for the 2010 tournament once again prohibits any commercial or promotional materials being brought into the arenas and indeed their immediate vicinity (in designated "controlled areas"). There is also legislation in South Africa designed to protect the interests of official sponsors, and advertisers should seek local legal advice to ensure compliance with any such laws. But as with all past major tournaments, those truly creative advertisers will no doubt find ways to bend the rules and take advantage of the limitless brand positioning opportunities an event such as the World Cup can provide.

If an advertiser is not an official sponsor or partner of the World Cup, then creating a campaign centred on football, or designed to ride on the back of the goodwill surrounding the event, then care is needed, and it is recommended that legal advice is sought at the earliest opportunity. Being branded an ambusher marketer may also backfire and harm your brand.

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