

BIATHLON CANADA

Policy Number: TBD

Title: PERSONAL ENDORSEMENT POLICIES FOR ATHLETES, AGENTS OR COMMERCIAL REPRESENTATIVES

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Review Required: as required

Approved By: Executive

Review Authority: ED, Executive

Introduction and Background

1. Biathlon Canada is a developing sport activity in Canada. Although there are successes by individual athletes, it is still difficult to attract sponsors and suppliers to meet all the equipment, clothing and support needs of athletes. This is true for both National Team athletes and those at the various development levels of the sport.
2. As a result it has been past practice to encourage and permit athletes to enter into sponsorships, personal endorsement agreements and supplier agreements. Typically, sponsorships and personal endorsement agreements may involve products from local or national retailers, distributors, dealerships and possibly community support groups or agencies. In most cases, these "sponsorships/endorsements" agreements are for products. A few cases may also involve money or direct financial assistance.
3. For the purposes of this policy, the term "Sponsorships and/or Personal Endorsement Agreements" refers to supplier or sponsor relationship which have some of the following general characteristics:
 - a. They are generated by the athlete through personal relations with retailers, wholesalers, distributors or community organizations;
 - b. Normally, these relationships provide products as opposed to money but may provide either or;
 - c. They are generally aimed to provide or supply products or services that are not available through the National supplier program.
4. While it is desirable and necessary to continue to permit this type of agreement, it is also necessary that reasonable controls be exercised to ensure that athlete eligibility is not violated. As the Association's sponsors and National supplier program grows in scope, it is also important that these agreements do not violate or infringe upon the exclusivity provisions in overall Association agreements with Association and Team suppliers and sponsors. Finally, it is necessary to control the use of Team or Association properties that are offered for use to these supporters.

Aims

5. The aims of this policy are:

- a. To state the relevant IBU rules governing the commercial and advertising conditions for the athlete eligibility in Biathlon and to define the specific Biathlon Canada policy with respect to personal endorsement agreements, local sponsorship or supplier agreements.
 - b. To clarify and specify the commercial and advertising rights and properties of both Biathlon Canada and the athlete while defining the type and use of properties that may be offered to local suppliers and sponsors.
 - c. To outline the procedures for entering into such agreement.
 - d. To provide a basic, short and simple contractual agreement to be used in personal endorsement agreements as well as sponsorship or supplier agreements.
 - e. To define policies, rules and conditions applicable to any third party acting as a commercial agent or representative for Canadian athletes under the jurisdiction of Biathlon Canada
 - f. To specify the contractual terms and conditions required for third party athlete representatives.
 - g. To specify and clarify the administrative procedures for individuals acting as commercial representatives for athletes.
6. This policy is applicable to all National Training Squad and National Team athletes training and competing for Canada (as defined in the Annex A of the National Team Program annually and in the Athlete Contract).

Athlete Eligibility

7. All International sports, which are part of the Olympic program, are governed at the World level by International governing bodies. These bodies, in turn, are members of the International Olympic Committee (IOC). These organizations have defined the basic rules and regulations that govern athlete eligibility for International competition. National Federations in each member nation are bound by the rules of the International bodies.
- a. For Biathlon, the International Federation is called the International Biathlon Union (IBU). In Canada, its affiliated National Federation (NF) is Biathlon Canada. (hereafter also referred to as "The Association")
 - b. Eligibility rules include the technical requirements and standards for the athletic competition. In most sports these rules also specify the commercial, advertising, and endorsement terms for athlete eligibility. Violation of these eligibility rules can result in penalties and sanctions against both the athlete and the National Federation. These sanctions may include outright disqualification of an athlete from some or all competitions.
 - c. It is therefore important that the policies governing commercial endorsement in each nation be carefully designed to ensure that the athlete can benefit from possible commercial opportunities within the eligibility rules. It is particularly important that other third parties acting for, or on behalf of athletes, such as agents or lawyers, have a clear understanding of both the rationale and the rules.
 - d. Biathlon Canada derives its rights to define and enforce policy from its recognition by the IBU and its incorporation under the Canada Corporations Act as the sole governing body for Biathlon

in Canada. Biathlon Canada has registered the words “Biathlon Canada” and “Biathlon” as official marks under the Trademarks Act, and therefore, has exclusive jurisdiction over the use of these words. In addition to the International eligibility rules, Biathlon Canada has the right to define additional policies that reflect considerations provided to Canadian athletes. These considerations include recognition of the contributions of volunteers, clubs, public funding agencies, donors and additional direct support provide for coaching, training, facilities and management services.

International Rules

8. The relevant International rules governing the commercial eligibility of athletes in the Sport of Biathlon include the following:

- Rule 1.4.1 Only those competitors who comply with the following IBU regulations are eligible to take part in Biathlon events and competitions organized by an IBU Member Federation. In order to be eligible to participate in an IBU event, a Biathlete and team staff must sign the IBU Declaration for Obligations and Court of Arbitration Declaration which signifies agreement to abide with all IBU rules and policies. The Declarations must be signed at the first IBU competition in which a Biathlete and staff member takes part. Each signed Declaration will remain in effect until terminated by either party
- Rule 1.4.2 A competitor must comply with Rule 45 and the By-law to Rule 45 of the IOC Charter.
- Rule 1.4.3 Competitor’s Responsibility: A competitor may participate in an IBU event or competitions only with equipment, clothing and advertising that are in accordance with the IBU Material Catalogue. It is the competitor’s responsibility to ensure that he undergoes the start and finish equipment and clothing controls.

Constitution of the IBU:

Nationality of Athletes

The sphere of responsibility of the Member Federations is restricted to the territory of the country they represent. The respective Member Federation may only enter athletes who are citizens of the respective country. An athlete who is a citizen of two or more countries at the same time may represent either one of them, as he may elect. However, after having represented one country in the Olympic Games, in continental or regional games or in world or continental championships under the authority of the IBU, he may not represent another country, unless he meets the conditions for athletes having changed their citizenship or acquired a new citizenship.

An athlete who has represented one country in the Olympic Games, in continental or regional games or in world or continental championships under the authority of the IBU, and who has changed his citizenship or acquired a new citizenship, may participate in IBU competitions to represent his new country provided that at least two years have passed since the athlete last represented his former country. This period may be reduced or even cancelled, with the agreement of the Member Federations concerned and the IBU by the Executive Board of the IBU, which takes into account the circumstances of each case.

Stateless persons may participate for a Member Federation only upon authorization by the IBU Executive Board for a Member Federation assigned by the IBU Executive Board and with the Federation’s agreement. For Olympic Winter Games Rule 46 of the Olympic Charter applies.

PARTICIPATION IN THE OLYMPIC GAMES

45. Eligibility Code

To be eligible for participation in the Olympic Games a competitor must comply with the Olympic Charter as well as with the rules of the IF concerned as approved by the IOC, and must be entered by his/her NOC. He/she must notably:

- respect the spirit of fair play and non violence, and behave accordingly on the sports field;
- refrain from using substances and procedures prohibited by the rules of the IOC, the IF's or the NOC's;
- respect and comply in all aspects with the Olympic Movement Anti-Doping Code.

BY-LAW TO RULE 45

1. Each IF establishes its sport's own eligibility criteria in accordance with the Olympic Charter. Such criteria must be submitted to the IOC Executive Board for approval.
2. The application of the eligibility criteria lies with the IF's, their affiliated national federations and the NOC's in the fields of their respective responsibilities.
3. Except as permitted by the IOC Executive Board, no competitor who participates in the Olympic Games may allow his/her person, name, picture or sports performances to be used for advertising purposes during the Olympic Games.
4. The entry or participation of a competitor in the Olympic Games shall not be conditional on any financial consideration.

As a member of the IBU, Biathlon Canada is obliged to uphold these regulations for Canadian athletes under its jurisdiction. These rules empower Biathlon Canada to define and interpret their application for Canadian athletes. These policies apply to any third party acting as a commercial representative of athletes under Biathlon Canada jurisdiction.

COC CLOTHING / ACCESSORY / MEDIA POLICIES

The Canadian Olympic Committee has identified several protocols and policies that athletes, coaches and support officials participating at the Olympic Games must respect. All individuals should familiarize themselves with these specific policies, which may change for each Olympic Games under the authority of the Canadian Olympic Committee and ultimately the International Olympic Committee.

Please consult Biathlon Canada for additional guidance and assistance regarding these policies.

Basic Association Commercial and Property Rights Principles

9. The policies that govern all aspects of agent/athlete commercial relationships with Biathlon Canada shall be governed by the following overriding principles:
 - a. Biathlon Canada must approve all forms of personal endorsement and has the unconditional right to disapprove any that may not be in the best interest of the Association, team or athlete. Such approval shall not be unreasonably withheld. This means that all contracts must include Biathlon Canada as a signatory.
 - b. The Association recognizes the rights of individual athletes to secure their future through the use of personal endorsements, and shall make all reasonable efforts to promote the

endorsement potential of athletes, and assist athletes to maximize the financial benefits within existing International and Canadian regulations.

- c. The eligibility of the athlete must never be jeopardized by any commercial involvement. The athletes understand that any violation of these eligibility rules may result in disqualification or ineligibility to compete in International and/or domestic competitions sanctioned by Biathlon Canada; subject to the right of the protest or appeal as governed by the IBU.
- d. The properties of Biathlon Canada may not be used in any form of athlete personal endorsement without the prior approval of Biathlon Canada, which approval may be conditional upon the giving by the supplier/sponsor of a reasonable condition to Biathlon Canada by way of payment or fee, or product, goods, or services.
- e. The Association has the right to maintain reasonable control over the acquisition, nature, quality and form of such endorsements.
- f. The Association has the unconditional and exclusive right to enter into overall sponsor, supplier and commercial agreements on behalf of Association teams, groups, events or programs.
- g. Athletes under Biathlon Canada jurisdiction are required to abide by all overall Association or Team agreements, and are prohibited from entering into private agreements with other commercial sponsors who may be deemed to be competitors with these Association sponsors.
- h. Biathlon Canada has the right to define full or limited sponsor exclusivity, and various rights of refusal associated with such agreements. This includes the right to reasonably assign such limitations to personal endorsement agreements.
- i. Biathlon Canada may, under certain circumstances, permit commercial agencies or sponsors to use athlete personal endorsement properties in connection with the advertising of products or services, without obligation to pay any form of individual compensation.
- j. Athletes and/or their agents may not negotiate, sell or otherwise offer the use of any Association, team, event or program properties for the use of private commercial sponsors without prior consent of Biathlon Canada.
- k. All Biathlon Canada programs, including those designed for individual or team training, competition or physical conditioning (including designated active rest periods) take precedence over all other activities including those which may be associated with personal endorsement contracts. Biathlon Canada reserves the right to limit or restrict any endorsement/sponsorship activity that may conflict with legitimate Association programs.

Special Official Supplier Rights

10. The Association has the exclusive rights to designate, select and use items of team clothing or equipment. Because "Official Suppliers" provide clothing, equipment and services to the national programs, Biathlon Canada may permit Official Suppliers to use certain athlete or team properties for advertising and promotion.

11. Athletes may enter into personal endorsement agreements with Official Suppliers for additional endorsement rights, over and above those granted in overall Association licensing agreements provided that:

- a. These agreements are approved by Biathlon Canada.

- b. Income from such endorsements is managed by the athlete in accordance with applicable Canada Revenue Agency income tax regulations.
- c. The product or service to be endorsed by the athlete is the same as that designated in the overall Association/ Supplier licensing agreement.

If, for any reason, Biathlon Canada terminates its agreement with an Official Supplier, then all personal endorsement agreements must terminate simultaneously.

Association, Team and Individual Properties

The marketing and sale of sport endorsements potentially involves two distinct sets of properties as explained in the following descriptions:

Athlete Personal Endorsement Properties

12. Any specific photographs, sketch, likeness, signature or other similar individual athlete image with no identification whatsoever with the Association or any Association team, program or events, is a property that belongs exclusively to the athletes.

13. When acting as an individual without any definable connection to the Association or National Team programs, the personality of the athlete is considered the sole property of the athlete. The Association accepts and acknowledges that it has no rights to market these individual properties without the express consent of the athlete.

14. However, IBU rules require that the Association approve any personal endorsement agreements arising from the use of these individual properties.

Association, Team or Event Properties

15. Any specific photographs, sketch, likeness, signature or other similar individual or group athlete image (or images) identified by uniform, clothing, equipment or activity as part of the Association, or National Team programs is Biathlon Canada property and belongs to the Association.

16. An athlete under the jurisdiction of Biathlon Canada is considered to be engaged in Association or team activity under the following circumstances:

- a. When wearing any item of supplied team clothing or equipment.
- b. When engaged in training, competition or development activities which are sanctioned, whether funded in whole or in part as components of the approved Association programs.
- c. When appearing in single or group photos of teams or competition activities.
- d. When traveling as a team or while in vehicles identified as team equipment.
- e. When identified in advertising and promotions together with team and/or Association logos, insignia, official phrases or other merchandising properties.
- f. While engaged in promotions on behalf of Association, Team and/or Official Sponsors / Suppliers such as fundraising, book promotions, ski shows, etc.
- g. When appearing or identified in advertising of Team goods, products or services provided to athletes by official supplier.

17. In addition, the Association maintains all rights to team records, images, memorabilia and other historical and documentary material associated with the National program.

18. Under no circumstances, may Association or team properties be involved, included in, or displayed in any fashion in the advertising arising from an individual personal endorsement agreement without prior approval. A fee will be payable to the Association as a right for the use of such properties. The amount of such fee shall be determined on a case-by-case basis, in consultation with the athlete, agent and commercial client.

19. For an individual personal endorsement that involves no use whatsoever of any Association or team property, the following shall apply:

- a. The Association must be a signatory to any such agreement.
- b. The Association has the right to levy an administrative or management fee to cover time, materials and legal costs involved in the approval of such agreement.
- c. The agreement must conform to International eligibility rules and Biathlon Canada policies.

Policies and Procedures for Sponsorships and Personal Endorsements

20. The following general policies will apply to all athlete sponsorship agreements and personal endorsements:

- a. All sponsorship agreements and personal endorsement agreements must terminate at the end of the current Biathlon Canada competitive season. Ski equipment agreements (skis, poles, boots only), may be signed for longer time periods but must adhere to any annual updates in regards to logo size, logo placement and visibility parameters as set by the Association or the International Federation.
- b. The athlete assumes all responsibility for servicing all personal agreements.
- c. Biathlon Canada is not liable for any actions that may arise from defaults or disputes arising from sponsorship and personal agreements.
- d. The use of Biathlon Canada advertising or promotion properties must be pre-approved by Biathlon Canada. This means that all contemplated advertising or promotion must be submitted to Biathlon Canada for prior approval.
- e. Biathlon Canada has the right to disapprove of any such agreements where the products or services may be deemed unsafe, inappropriate for the conduct of the sport or in conflict with an Association sponsor/supplier. Tobacco sponsorship is not allowed for individuals or teams. Alcohol sponsorship is not allowed for junior athletes.
- f. The normal IBU rules for advertising on competitors must be observed, except where permitted in this policy.
- g. Sponsorship and personal endorsement agreements will not be permitted for products or services which are granted exclusivity as a Biathlon Canada sponsor or in the Biathlon Canada National Supplier Program
- h. The supplier or sponsor and the athlete will be required to use and sign the short contractual agreement included in Appendix D to this policy.

21. The following simple procedures will be in effect for all sponsorships and personal endorsement agreements:

- a. Biathlon Canada will inform all athletes under its jurisdiction, no later than June 1st of all Association and National Team Sponsors and Suppliers under contract (or in negotiation) for the coming year. This list will also include an indication of whether the products or services supplied have any exclusivity. This notification does not grant the athlete permission or access to national team properties that have not been sold at that time.
- b. Athletes will be required to inform and seek approval from Biathlon Canada, in advance of their intent to pursue a sponsorship or personal endorsement for a specific product or service that is not provided by the National program. For example, if the National program cannot supply automobiles, then an athlete may be given permission to approach a local car dealer.
- c. Once signed, the agreement must be forwarded to Biathlon Canada for approval. The agreement is not in force until signed by Biathlon Canada.

Policies, Procedures and Requirements for Agents and Commercial Representatives

22. Agents must notify Biathlon Canada prior to and during any detailed negotiation with a potential commercial interest. Failure to do so may result in non-approval of proposed personal endorsement agreements.

23. It is expected that agents acting on behalf of athletes will recognize the need to mutually agree on the use of team or athlete properties involved in an endorsement opportunity, and develop appropriate agreements that provide a fair return to both the Association and the athletes.

24. All athlete agents must be registered with the Association. In order to be registered and identified as a legitimate athlete agent with the Association, the following specific procedures shall be part of the general policy. Biathlon Canada will not approve any agreements proposed or executed by unregistered agents.

- a. On appointment of an agent, an athlete must notify the Association in writing 30 days of the appointment, including:
 - i. Name of agent and agency
 - ii. Address
 - iii. Copy of agent or agency agreement
 - iv. Notification of power of attorney (if appropriate)
 - v. Contact person
 - vi. Duration of agent or agency agreement
- b. The Association will then forward to the agent or agency a copy of the Agent General Agreement in the form of Appendix B to this policy. This must be executed and returned within 15 days.
- c. Agents or agencies shall ensure that personal endorsement agreements written on behalf of athletes include appropriate legal phrasing of the following requirements:
 - i. That the final agreement is subject to the approval of Biathlon Canada.
 - ii. That there are no terms in the agreement that are in violation of IBU, IOC or Biathlon Canada regulations.

- iii. That any commitments for athlete personal appearances, photo sessions, etc. are subject to the availability of athletes in accordance with published training and competition schedules.
 - iv. That all payments to athletes arising from personal endorsement agreements shall be made payable to the athlete who then takes full responsibility for the reporting of that income to CRA.
 - v. That the payments which are due to the Association by merit of the use of Biathlon Canada properties shall be paid within 30 days of invoicing.
 - vi. That the Association is indemnified against claims for damages of any sort that may arise from the fulfillment of the agreement.
 - vii. That the athlete has either approved the agreement or has provided power of attorney to the agent to approve the agreement.
 - viii. That there are no terms or conditions in the personal endorsement agreement which may reflect poorly on the athlete, team or Association, nor are in conflict with existing supplier or sponsor agreements.
 - ix. That all necessary prior approvals have been received.
 - x. That any Biathlon Canada properties approved for use in a personal endorsement agreement are not assignable to any third party.
 - xi. That all forms of advertising contemplated in the use of the Athlete personal endorsement are subject to approval and / or modification by Biathlon Canada in order to conform to IBU regulations and other Association advertising commitments or policies.
- d. All agreements contemplated by agents must be submitted to Biathlon Canada for prior approval, and must include a signature space for such approval in the name of the Association.
 - e. Biathlon Canada will not process agent fees on behalf of any athlete. The athlete is responsible to pay the agent or agency the appropriate and agreed upon fees.
 - f. Biathlon Canada Official Sponsors and Official Suppliers as a whole must be given unqualified rights of first refusal on all proposed individual athlete endorsements.
 - g. All uses of athletes in advertising must be approved, in advance, by Biathlon Canada. Agents are required to submit artwork, layouts and designs for approval, which shall not be unreasonably withheld. The costs for the production of all advertising must be borne by the sponsor or commercial enterprise. This applies in particular to any proposed advertising on the person of the athlete.
 - h. Agents may not make any financial commitments on behalf of the Association.
 - i. Biathlon Canada shall ensure security and confidentiality of athlete financial and endorsement records.

Additional Agent Guidelines

25. Biathlon Canada recognizes that athlete agents may perform a variety of valuable services for athletes over and above purely fiscal matters. As such the Association is desirous of maintaining a positive and constructive working relationship with agents. In that spirit, the following additional guidelines are offered:

- a. It is the view of Biathlon Canada that the athletes ranked below that of the National Team should not be overly concerned with endorsements. Agents are requested to cooperate by ensuring that the focus of these developmental athletes is not distracted.
- b. From time to time, athletes may receive significant “free” exposure in news, editorial, and feature presentations in print, video, film and radio. It is a policy of Biathlon Canada that such non-commercial uses of team or athlete properties should be rendered without consideration. We request agents to observe this protocol.
- c. Agents are also asked to recognize the limits of staff and budget resources of Biathlon Canada. Existing staff have organizational and management responsibilities which extend well beyond the National Team program.

Association Acting as Athlete Agent

26. Under normal circumstances the Association shall not act as an athlete agent. However, from time to time, opportunities may arise for unrepresented athletes, in which case it may be appropriate for the Association to perform in the capacity of agent.

Should these instances arise, the following terms and conditions shall apply:

- a. The Biathlon Executive Director or his/her delegate shall be the position who shall act as an agent.
- b. The athlete shall be contacted in advance of any agreements to ascertain if he/ she wishes the Association to act as the agent and, if so, written notice must be provided to the Association approving this arrangement.
- c. The Association may charge an agent fee on the gross contract value.
- d. The Association shall provide the athlete with a detailed and itemized financial report on the distribution of revenues.

General Fundraising Commitments

27. In order for the Association to operate it must from time to time seek financial support via a variety of fundraising events and promotions.

Athletes under National jurisdiction of Biathlon Canada may be required to lend their endorsement, without compensation, to such events in accordance with the following:

- a. Athletes shall be reimbursed for reasonable out-of-pocket expenses.
- b. A fundraising or promotional appearance schedule shall be published by September 1st annually, reflecting wherever possible a distribution of the appearance demands amongst the entire team. However, as opportunities arise, additional events may be scheduled.
- c. Such events shall not be scheduled to conflict with training or competition schedules or other reasonable personal obligations of athletes, as determined in advance.

Questions arising from the interpretation of this policy shall be addressed to the Executive Director of Biathlon Canada.

List of attached Appendices:

Appendix A: Personal Endorsement Agreements for Official Sponsor or Supplier Products and Marking Stipulations and Regulations

Appendix B: Agent General Agreement

Appendix C: Assistance for Negotiating Contracts

Appendix D: Sample Agreement for Sponsorship and Personal Endorsements

Appendix A

Personal Endorsement Agreements for Official Sponsor or Supplier Products and Marking Stipulations and Regulations

Rules Regarding Athlete Sponsorships

Contract Rules:

- All National Squad athletes must inform and obtain approval from Biathlon Canada before signing a contract with a sponsor other than a National Team Sponsor. The athlete, in conjunction with their sponsoring company, is responsible for the preparation of such contract and for the attending legal costs, if any.
- The athlete is fully responsible for servicing and implementing the contract.
- An athlete's sponsor must not be in conflict with the National Sponsors/Suppliers. A signed copy of the contract must be kept in the National Office.
- Athletes may not approach current National sponsors and hard or soft goods suppliers for sponsorship.
- The contract should be for the current season only to be renegotiated in subsequent years.
- Any promotional activities or use of the athlete's name, picture, competitive record or verbal endorsement must be approved in advance by Biathlon Canada. Failure to receive such permission can result in the termination of the contract.
- The athlete agrees to educate himself/herself of the Canadian and IBU Rules pertaining to commercial markings.

Marking Stipulations/General

- Commercial markings of the athlete's sponsor may be displayed as per the specifications below and the IBU annual rules. IBU rules apply for all competitions sanctioned by IBU, including joint international competitions in Canada or the U.S.A and the respective nation's national championships.
- Tobacco sponsorship is not allowed for individuals or teams. Alcohol sponsorship is not allowed for junior athletes.
- Provincial and National teams may display their provincial or national emblem or crest on ski suits and warm-up jackets.
- Clubs may display their name on ski suits and warm-ups, however, if a corporate sponsor name is included in the club name, this is considered to be a sponsor mark.
- The intent is that manufacturer markings are in the same form as on products sold to the public.
- All National Team athletes must inform and obtain approval from Biathlon Canada before signing a contract with a sponsor. This is to ensure that their sponsor is not in conflict with National Team suppliers and sponsors. In situations where Biathlon Canada brings on a sponsor that conflicts with an athlete's sponsor, a six-month grace period will be enacted for the athlete. The Biathlon Canada

sponsor takes precedent over the athlete's in timely situations and after the grace period.

- In order for a sponsor's commercial markings to appear on the athlete's headwear or racing suit, the total yearly value of the contract must equal or exceed \$3,000 in value and the use of logos must conform fully to IBU and Biathlon Canada regulations

National Team Uniform: Available Advertising Spaces for Athlete Personal Endorsement Agreements

Rights to advertising space on the entire national team uniform are owned by Biathlon Canada. Biathlon Canada reserves the right to assign and change specific locations available for the athletes to sell to personal sponsors. As per the detailed policy above, all sponsorships must be approved by Biathlon Canada prior to them becoming final.

Athletes negotiating personal sponsorship contracts or personal endorsement agreements that are not in conflict with current national team sponsors or suppliers may use the following areas:

Hat / Headband:

- The total front/centre advertising space (above national emblem) is 50cm² and belongs to Biathlon Canada. If Biathlon Canada cannot secure a sponsor for the front/centre hat marking by December 15th of each year, the athlete may be granted the right to the entire 50 cm² front/centre logo placement. In order for the athlete to access this advertising space he/she must submit a written request to the Marketing Director outlining his or her desire to access the space. Biathlon Canada may at that time grant permission based on the expressed interest from potential sponsors.

Permission to access this space would only be granted for the existing season in which the request is made. Access would be terminated at the end of the existing competitive season.

- 1 x 15cm² left side hat (location as per IBU rule book above producer marking)

Racing Suit

- The IBU rules state that the total surface of all trademarks/logos/writings on the racing suit must not exceed 350cm². The overall surface of one separate advertising surface must not exceed 100cm². Biathlon Canada athletes are entitled to a total of 50cm² on the right arm.

Jackets / Vests / Pants

- Athletes are entitled to a total of 200cm² combined spaces on National Team issued vests, jackets and pants. All combinations of markings between the pants and jackets/vests shall not exceed 200cm². On jackets and vests, personal sponsor markings are to be placed on the lower right chest under the Biathlon Canada logo and/or on the right arm. Athletes may place a maximum of two (2) personal sponsor markings on the right thigh. No single marking may exceed 50cm² in size and there is no limit to the number of markings as long as they do not exceed the combined maximum space.

Leisure / Casual Wear Clothing & footwear

- Athletes are not permitted to place personal sponsor markings of any kind on National Team issued leisure/casual wear clothing & footwear. This includes t-shirts, shirts, sweaters, sweatshirts, pants, shorts, socks and shoes, among others.

Rifle

a) Stock: IBU rules state that a total of 100cm² of advertising space on each side of the rifle is allowed (plus and additional 25cm² for the National Federation logo on each side). Athletes are entitled to one (1) marking of 50cm² on the rear of the rifle stock (under cheek piece) on each side and/or in the space at the front of

the stock near the magazine holder. The IBU reserves the space just below the bolt and above the trigger for its sponsor control mark (15cm x 4cm).

b) Straps: IBU rules state that on both straps of the rifle carrying harness one each commercial trademark of the producer in a maximum size of 30 cm² each may be shown. On the same surface, a sponsor trademark may be displayed in addition to the producer's trademark. It is also permitted to display another sponsor's trademark instead of the producer's trademark.

Athletes are entitled to one (1) marking of 15 cm² on each strap. The athlete may choose to keep the producer's trademark or replace it with another sponsor's marking to be placed at the very bottom portion of the rifle straps.

The second 15 cm² marking will belong to Biathlon Canada and will be located directly above the athletes' allocation on the upper portion of the rifle strap (upper chest/clavicle).

c) Soft Case: The rifle case may only show the commercial trademark of the producer of the rifle case therefore no athlete markings are permitted on this piece of equipment.

Ski Ties

- IBU rules state that a maximum of two ski ties are permitted. They may show a total of 2 commercial trademarks (writing or logo) either of the producer or of another sponsor. The total surface of the trademarks per ski tie may not exceed 50cm². The advertising on ski ties belongs to the athlete. Some ski companies may stipulate that contracted athletes must use that particular company's ski ties. In such cases, contract regulations must be followed.

Gloves

- The IBU regulations state that the glove can have a total of 15 cm² combined between the finger and back of hand (on each hand). Biathlon Canada reserves the right to all of the advertising space on all gloves.

Marking Stipulations/Specific

These regulations are published in the IBU rulebook and updated from time to time, and these amended rules are published annually in the IBU Biathlon Calendar.

Appendix B

Agent General Agreement

To be written

Appendix C

Assistance for Negotiating Contracts

The following offers some advice for contacting potential sponsors and negotiating contracts. Don't get discouraged; it is not an easy task.

Always find a contact name (look for friends of friends and focus towards marketing and promotions people) to send your proposal to and follow up with a phone call within 2 weeks.

It is your responsibility to ensure that a contract or letter of agreement is drawn up and signed by you, your sponsor and Biathlon Canada. We have just pointed out the rules. Some things you might want to consider putting in the contract are:

Guidelines for Servicing Your Sponsors

- That you agree to display commercial markings of the sponsor for all Biathlon Canada sanctioned races;
- That you agree to abide by the rules of conduct as set out by Biathlon Canada;
- That you will do everything in your power to give the company exposure wherever possible; (send press clippings and photos whenever possible);
- Outline whatever promotional activities or services you are prepared to offer the company, i.e. how many days, what type of activities - photos, speaking appearances, financial responsibilities, etc.
- The contract should explain the fee is for commercial markings on your headwear or clothing or rifle. Note: There is a minimum yearly sponsor value of \$3,000 for placement of commercial markings on team headwear and racing suits as per Appendix A.
- State the term of the contract (one year) and that you will give them first right of refusal. This is a good political move but can put you in a corner if you find a new sponsor.
- All expenses will be covered by the company for any appearances, promotional activities, etc.
- Consider increasing the fee if you renegotiate after the first year.
- Consider a bonus schedule for your results.
- Include a statement regarding conflict of interest with Biathlon Canada suppliers and sponsors - that if Biathlon Canada brings on a company in conflict with yours, your contract will terminate following the current season.
- The contract should state the size and placement of the markings (reference rules).
- In negotiating, tell them that it is in the best interest of both parties to have a signed contract.
- Find out what other benefits you might be able to get from the company - research the company first.
- Mention that the company might consider getting involved in the team as a sponsor/supplier to get higher visibility. They get banners at all national events, poster visibility, press kits, and potential TV exposure at National Championships.

Appendix D

Sample Agreement for Personal Endorsements/Sponsors

THIS AGREEMENT is entered into as of (month, day), 20__ by and between

(Company name) of the City of (City, Province); a corporation incorporated under the laws of Canada (hereinafter referred to as "the Company")

and

(Athlete's name) of the City of (name), in the Province of (name), (hereinafter referred to as "the Athlete")

and

Biathlon Canada, a corporation incorporated under the laws of Canada, having its national office at 2197 Riverside Dr, Suite 111, Ottawa, Ontario, K1H 7X3 (hereinafter referred to as "the Association").

Whereas, the Company and the Athlete are eager to enter into an agreement to provide the Athlete certain 'products' or 'services', and the Athlete to provide the Company certain 'benefits' as set out in this Endorsement Agreement (referred to as "the Agreement"),

and;

That International rules governing the eligibility of athletes require that Biathlon Canada approve such agreements;

NOW, THEREFORE, for and in consideration of the premises and of the mutual promises and conditions herein contained, the parties do hereby agree as follows:

1. Definitions

As used herein, the following terms shall be defined as set forth below:

- a. "Contract Period", shall mean that period of time commencing on (month, day), 20__ and concluding on (month, day), 20__
- b. "Contract Territory" shall mean Canada;

2. General Terms

The parties understand and agree that:

- a. Any violation of International eligibility rules may result in athlete disqualification or ineligibility to compete in International and/ or domestic competitions sanctioned by Biathlon Canada;
- b. The Association must approve all types of personal sponsor or supplier agreements and has the unconditional rights to disapprove or modify any that may not be in the best interest of the Association, team or athlete; however such approval shall not be unreasonably withheld.

- c. The Athlete and the Company understand that should The Association secure a sponsor in this category, the association's sponsor would have logo precedence over the Company on all national team properties.
- d. The Company and the Athlete understand that properties of the Association may not be used in personal endorsements without the prior written consent of the Association.
- e. The Association may grant full or limited exclusivity to Team or Association sponsors, which may restrict the rights of athletes to enter into local agreements with a competing corporation, product or service.
- f. The Association guarantees the confidentiality of all matters related to local agreements.
- g. The Athlete and the Company understand that all Biathlon Canada programs and activities associated with training, competition, or physical conditioning (including designated active rest periods) take precedence over all other activities, including those which are associated with the Agreement. The Association reserves the right to limit any commercial or promotional activities that the Athlete wishes to engage in which may conflict with the Association's programs and activities.
- h. Revenues received by athletes from local agreements must be managed and administrated in accordance with International rules, Biathlon Canada policies and Revenue Canada tax regulations.

3. Grant of Rights

It is understood and agreed that in consideration for the provision of the products and/or services set out in section 4 of this agreement:

- a. The Company shall be permitted to advertise on the competitive uniforms worn and used by the athlete as per the Biathlon Canada marking stipulations and the IBU rules and regulations in regards to sponsors and advertising found in Appendix A of the Personal Endorsement Policy for Athletes, Agents or Commercial Representatives. All logo placements on national team clothing or properties must be approved by the Association.
- b. The Company and the Athlete must seek annual approval from the Association for the placement of all commercial markings/logos on all Association and National Team clothing and properties.
- c. National Team supplier or sponsor markings already on the National Team clothing or properties may not be removed or covered by this additional advertising.
- d. The Association reserves the right to approve (or disapprove) of the form or content of such advertising, which shall not be unreasonably applied.
- e. Additional requests for personal appearances or other local promotion events will be considered on a case-by-case basis.
- f. Use of "Olympic" Marks: Rule 7 of the Olympic Charter states that the Olympic Games are the exclusive property of the IOC which owns all rights and data relating thereto, in particular, and without limitation, all rights relating to their organization, exploitation, broadcasting, recording, representation, reproduction, access and dissemination in any form and by any means or mechanism whatsoever, whether now existing or developed in the future.

Pursuant to Bye-Law 4 to Rule 14 of the Olympic Charter, the COC has the exclusive rights to use the "Olympic" marks in Canada. It is acknowledged and agreed that any use of such marks requires the prior written consent of the COC. It is further acknowledged and agreed that the Company may not use any "Olympic" marks where there are third party brands present. For clarity, the company may not provide a message with the focus on "Olympic" properties (including the Olympic Games) where non-Olympic (i.e. not affiliated with the IOC, COC or VANOC) sponsors are present or indicated.

4. Services

- a. The Athlete shall place the Company's logo on the (location tbd) of the racing uniform and/or podium jacket and/or rifle. All logo placements must be approved by the Association and must stay within allocated advertising space allotted to the Athlete (as set out in the Association's Personal Endorsement Policy for Athletes, Agents or Commercial Representatives).
- b. The Athlete shall be available for (XX) promotional appearances being limited to a maximum duration of (XX) hours each. The final determination as to the date of the promotional appearances shall be determined on a case-by-case basis by the Athlete.
- c. The Athlete will provide the Supplier with monthly email updates.

5. Compensation

In consideration of the undertakings, the Company agrees to pay the Athlete a fee for the period of month, day 20__ to month, day, 20__ the sum of XXX Thousand Canadian Dollars (\$XX,XXX) to be paid on the dates as follows:

Month, day, 20__	\$ XX,XXX
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Under the terms of this Agreement, all monies are payable to the Athlete who will then take full responsibility for the reporting of that income to CRA.

To the extent that the Company wishes to exercise its right to include the Athlete in any promotional activities, the parties agree to review such activities on a case-by-case basis and mutually determine whether or not the Athlete shall receive any additional financial compensation. The Company and the Athlete will notify the Association of all promotional activities.

6. Association Property Rights

- a. The Company agrees that nothing herein contained shall give the Company any right, title or interest in the Association properties (except the right to use such rights in accordance with the licence hereby granted), and agree that the rights are the sole property of the Association.
- b. The Company agrees and understands that the Association reserves the right to enter into an agreement with a competitor within the same category as The Company. Should such an agreement take place, The Association reserves the right to modify access by the Company to any Association and National Team properties. Such modifications will be conducted in consultation with the Athlete and the Company.

- c. The Company further agrees not to raise or cause to be raised any questions concerning, or objections to, the validity of the rights of the Association thereto on any ground whatsoever.
- d. The Company and the Athlete agree and understand that all use of images of the Athlete in Association and/or National Team clothing is the property of the Athlete and the Association. Usage of such images by the Company or its agents requires approval from both the Athlete and the Association prior to use.

7. Termination

Any party, for any reason, may terminate this agreement provided written notice is given 90 days in advance of the termination date.

The use of all Athlete and/or Association properties will cease on such termination.

8. Notices

All notices, consents and other communication required shall be mailed or sent by fax to the following addresses:

To the Company:

List Company name and Address

Attention:

Contact info:

To the Athlete:

List name and address

Contact info:

9. Assignment

This Agreement and the rights and obligations granted to either party hereunder are not assignable without the prior written consent of the other party.

10. Entire Agreement

This writing constitutes the entire agreement between the parties hereto and may not be changed or modified except by a writing signed by the party or parties to be charged thereby.

11. Governing Law

This Agreement shall be governed and construed according to the law of (state your province)

12. Schedules

Appendix "A" attached hereto form a part of this agreement.

(Note: Appendix A will contain a specific list of the products and services provided by the local sponsor to the athlete)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, as of the date first above written

(insert Athlete Name here)

Witness
Print Name here:

(Insert Company name here)

Per: _____

Print Name:

Biathlon Canada

Per: _____

Print Name: