

# EVENT RIGHTS

*How to define, protect and exploit your event*

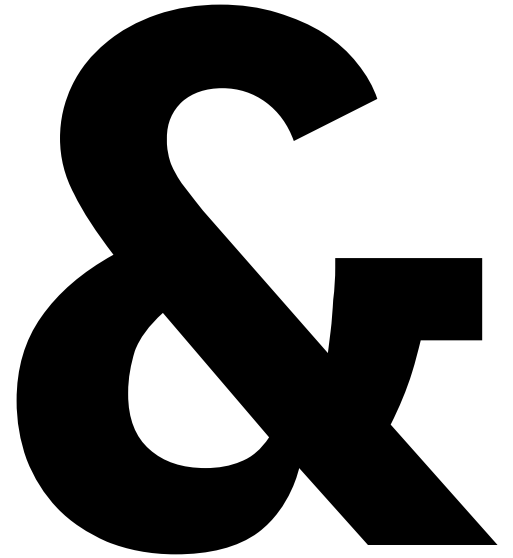
*NSW Office of Sport*

*SSO Professional Development Webinar*

**26 April 2023**

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**LANDER  
& ROGERS**



# AGENDA

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Introduction

No rights in a spectacle

Before you think about event rights

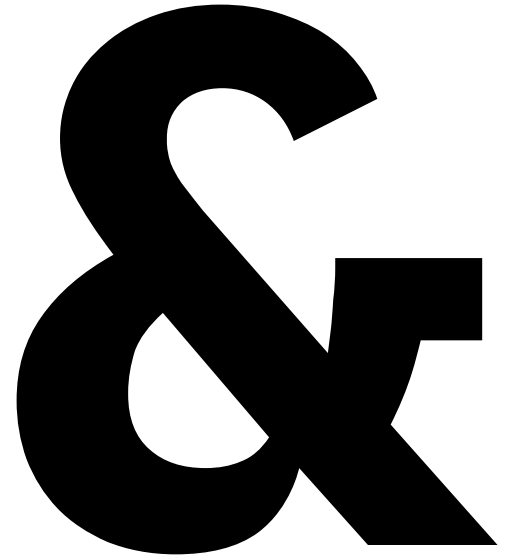
Categories of rights

What do I have and what can I exploit?

Where can it all go wrong?

After the event

Key takeaways



# INTRODUCTION

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*Events, whether large or small, are a fundamental part of the sporting landscape, from a participation, high performance and commercial perspective.*

*Revenue generated from sporting events is a key item on an SSO's annual profit and loss statement, as well as being critical to the ongoing viability of such events.*

*The generation of revenue from sporting events is directly linked to the exploitation of various rights attached to that event. Identifying the rights that arise, how to protect them and how to exploit them is a fundamental part of successfully staging an event.*

*In this webinar we will discuss legal issues relating to event rights, identify the various categories and analyse protection and exploitation methods.*

# NO RIGHTS IN A SPECTACLE

## One of the most famous sports law cases ...

- *Victoria Park Racing and Recreation Grounds Co Ltd v Taylor* (1937) 58 CLR 479
- The racecourse in Sydney was popular in the 1930s, and the owners erected a fence around the track to ensure only ticket buyers could watch the races and place bets
- The defendant, Mr Taylor, built a tower on his property and charged patrons to attend and peer over the fence, and also used a telephone to broadcast descriptions of the races on the radio
- High Court held (3 to 2 majority):
  - No property rights in a spectacle
  - No nuisance or interference
  - A person should not have to divert their eyes from something as you walk past
  - The plaintiffs could complain about diminished profits, but this was little different to Mr Taylor opening a track next door



Shows Production Building and Administrative Building in full use. Trial Races are still run on the course which will soon be built upon.

# NO RIGHTS IN A SPECTACLE



# BEFORE YOU THINK ABOUT EVENT RIGHTS

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## Who is the owner?

- Owner and operator the same?
- Has there been a bidding process?

## Operator

- Operated by the SSO? The NSO?
- Existing sporting body or an organising committee?
- New or existing entity?

## Business structure

- What is the business structure?
- Association, public company, private company, joint venture, other



# BEFORE YOU THINK ABOUT EVENT RIGHTS

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## Obligations in host agreement

- What undertakings have been given?
- How will you ensure the obligations are met?

## Funding

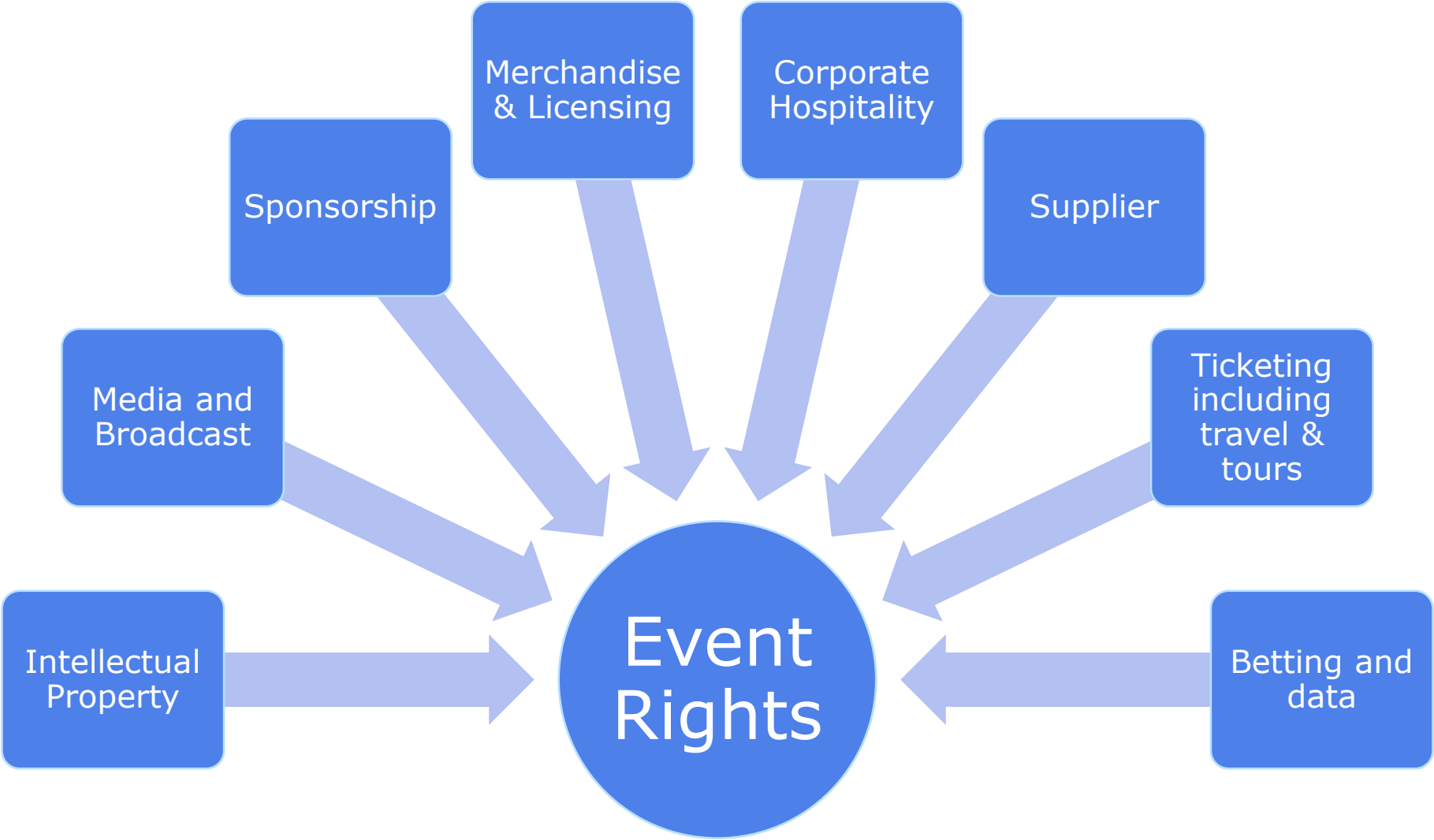
- Who will contribute to the cost of the event?
- Will one or more governments provide funding?
- What is the contractual structure?

## Venue

- Where will the event be held?
- How much control will you have over the venue?



# CATEGORIES OF RIGHTS







# INTELLECTUAL PROPERTY

## Types

- Trade marks
- Copyright
- Passing off / misleading or deceptive conduct

16	2245184	VICTORIA 2026	9, 14, 16, 18, 21, 24, 25, 26, 28, 30, 32, 35, 36, 38, 39, 41, 42, 43	Published: Under examination	
17	2245185	COMMONWEALTH GAMES 2026	9, 14, 16, 18, 21, 24, 25, 26, 28, 30, 32, 35, 36, 38, 39, 41, 42, 43	Registered: Registered/protected	

## Protection

- Why?
  - Sponsors pay \$\$\$ for exclusivity of association
  - Maintain value of sponsorship at future events
- How?
  - Registration (if required)
  - Cease and desist
  - Enforcement



# SPONSORSHIP

## Questions to ask

- What event assets can be commercialised?
- What sponsorship rights and activations can you offer?
- Which categories will you offer?
- Sponsor identity – which organisations will be granted rights?

## Issues to consider

- Do you have a template sponsorship agreement?
- Exclusive / non-exclusive categories and rights
- Hierarchy of sponsors
- Fees and value in kind



# MEDIA AND BROADCAST

## Questions to ask

- Will the event be broadcast on television, radio or via an online platform?
- Will streaming be used?
- What internet rights will be granted?

## Issues to consider

- New (and cheaper) broadcast methods
- Exclusivity and associated requirements
- Territory



# BETTING AND DATA

## Questions to ask

- Will you accept \$ from sports betting companies?
- Are markets offered for your sport / events?
- What data accumulates and who owns it?
- Is there a product fee and integrity agreement in place?

## Issues to consider

- NSO and IF requirements
- Reputation and goodwill
- Importance of data to the sport
- Integrity risks



# MERCHANDISE, SUPPLY, TICKETING AND HOSPITALITY

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## Merchandise

- Term the rights are granted for
- Restrictions regarding quality of product
- Fees and commission
- Exclusive or panel arrangement

## Ticketing

- Entry T&Cs and spectator agreement
- Closed or open venue
- Ticketing agency
- Scalping

## Supply

- Required goods and services
- In-kind or commercial rates
- Supply and sponsorship?
- Procurement and probity policies
- Process – RFPs, RFTs, evaluation, selection

## Hospitality

- Types of packages
- Applicable venue requirements
- Rights of purchasers

# WHERE CAN IT ALL GO WRONG?

## Major issues that might arise

- *Ambush marketing*
- *Force majeure – pandemic / weather / government*
- *Withdrawal of key athletes / teams / participants*

## Melbourne's US vs Australia basketball blockbuster under investigation by ACCC

By Freya Michie

Posted Fri 23 Aug 2019 at 5:21pm, updated Fri 23 Aug 2019 at 11:59pm

## AFL suspends season and cancels AFLW amid coronavirus crisis

- All matches called off until 31 May
- AFLW season ends without a premiership awarded
- NRL and A-League under pressure to follow
- [Follow the latest coronavirus updates here](#)

ABC

Indonesia dropped from hosting Under-20 soccer World Cup after Bali governor refuses to host Israeli team

Indonesian players and fans have been left dismayed after the country was dropped as host of the Under-20 soccer World Cup,...

3 weeks ago

Two Pints of Lager and a Packet of Controversy: is a marketing storm "brewing" in the run-up to Qatar?

[Global Advertising Lawyers Alliance \(GALA\)](#)

# AMBUSH MARKETING

## What is it?

*When an advertiser that is not an official sponsor of an event tries to associate itself with the event without paying any sponsorship fees*

## Why is it a critical issue?

- Protect existing sponsors and the value of their investment
- Avoid third parties leveraging the event without a quid pro quo
- Loss of control over image and reputation of event

## Types

- Unauthorised use of IP
- Aerial advertising – blimps / skywriting
- Advertising near venue
- Advertising campaign at time of event
- 'Congratulatory' advertising
- Selling/promoting merchandise relating to the event
- Can be extremely creative



# AMBUSH MARKETING

## How to combat it

- Exclusion zones
- Registration of necessary trade marks
- Use of cease and desist letters
- Appropriate ticketing terms and conditions
- Brief employees / volunteers about what to expect

## Tips

- Acknowledge you cannot prevent all ambush marketing
- Be proactive and undertake forward planning
- Consider your rights holders and competitors
- Be aware that enforcement action may be required
- Communication is key





# MAJOR EVENT LEGISLATION

## Major Events Act 2009 (NSW)

- Objects (among others):
  - *increase the benefits flowing from major events*
  - *to prevent unauthorised commercial exploitation of major events at the expense of event organisers and sponsors*
- Declaration of major events by statutory regulation
- Determination of which parts of the Act apply to the event
- Protections:
  - prohibition against sale of prescribed items in event area
  - prohibition against aerial advertising / advertising on buildings
- UCI Road World Championship, ICC Men's T20 World Cup
- Contrast with Victoria



New South Wales

## Major Events Act 2009 No 73

### Contents

	Page
<b>Part 1 Preliminary</b>	
1 Name of Act	2
2 Commencement	2
3 Objects of Act	2
4 Definitions	3
<b>Part 2 Major events</b>	
5 Declaration of major event	5
6 Designation of responsible authority	6
7 Appointment of advisory committees	6
<b>Part 3 Major event authorities</b>	
8 Constitution of major event authorities	7
9 Management of authorities	7
10 Major event authority boards	7

# AFTER THE EVENT

## Considerations moving forward

- Does your SSO retain the rights to ownership of the event?
- What is the legacy of the event?
- What worked and what did not?
- Which rights categories provided the most value?
- Did you fill all your product categories?



# KEY TAKEAWAYS

## Event rights – what you should think about

- Define the legal and commercial rights attached to your event
- Protect those rights
- Exploit those rights
- Implement a contracts register
- Review the success of your exploitation of event rights
- Feedback from sponsors, partners, broadcasters and stakeholders
- Continuous improvement



# QUESTIONS

This presentation cannot be regarded as legal advice. Although all care has been taken in preparing this presentation, readers must not alter their position or refrain from doing so in reliance on this presentation. In particular, the clauses included in this presentation are randomly selected from sample project documents and are not to be assumed to be drafting models. Where necessary, advice must be sought from competent legal practitioners. The author does not accept or undertake any duty of care relating to any part of this presentation.

# KEY CONTACTS

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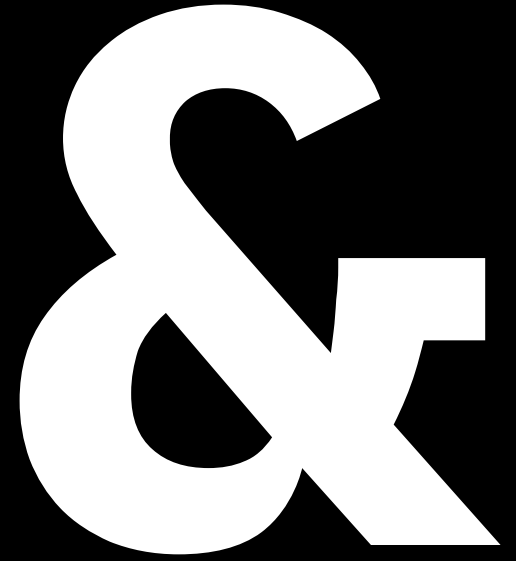
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**THANK YOU!**



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