

DIRECTIONS

9.7. I agree to comply with all reasonable directions given by the Team Medical Director concerning medical matters.

10. GAMBLING, ALCOHOL, TOBACCO AND IMMORAL BUSINESSES

10.1. I agree that:

- 1) I will not appear in, participate in or permit my Image to be used for or in connection with the endorsement, promotion or marketing of any betting or gambling agency or the endorsement, promotion or marketing of any alcohol, tobacco, prohibited substances, pornographic or immoral businesses that relates to the Games;
- 2) I will not participate or assist in any betting or gambling activities associated with the staging of the Games or any performances at the Games (including by disclosing inside information); and
- 3) in the event that any fundraising scheme, betting or gambling agency, alcohol, tobacco, prohibited substance, pornographic or immoral business uses my Image without my consent, in a manner contemplated in this clause, then the AOC has the sole right to determine whether any claim should be made in respect of such misuse or unauthorised use and I appoint the CEO or his/her nominee to act as my representative, agent and attorney for that purpose, provided that the AOC indemnifies me and keeps me indemnified against any loss arising from that representation.

11. MEDIA REQUIREMENTS

- 11.1. I will comply with and be bound by the Media Guidelines, attached at Schedule 5, as supplemented, amended or varied from time to time by the AOC or the Chef de Mission.
- 11.2. Nothing in clause 11.1 will prevent me from factually representing that I was involved in the Olympic Games as an Olympian as that term is used in the *Olympic Insignia Protection Act 1987* (Cth), provided that during the Games Period I do not use or permit the use of my membership of the Team for advertising, marketing or other commercial purposes.
- 11.3. The AOC assumes no legal liability for anything posted on a social media site by an athlete or any other Team Member other than the Chef de Mission or his/her designated spokesperson.

12. MARKETING AND SPONSORSHIP

- 12.1. Except as permitted under the IOC's "Commercial opportunities for Participants during the Tokyo 2020 Olympic Games" incorporating the AOC's supplementary guidelines or otherwise by the CEO, I will not allow my person, name, picture or sports performances to be used for advertising purposes during the Games Period.
- 12.2. Except to the extent that My Sponsors compete with any of the Team Sponsors, I agree to:
 - 1) assist and co-operate with the AOC and the Team Sponsors to enable the Team Sponsors to maximise the promotional benefits from their sponsorship of or supply to the AOC and the Team; and
 - 2) comply with all reasonable directions of the AOC or its authorised nominees in assisting the AOC and the Team Sponsors, including, but without limitation, ensuring that any Marks of Team Sponsors receive the widest possible exposure.
- 12.3. If I am selected as the Flagbearer, clause 12.2 will not apply and, rather, -

~~notwithstanding 12.2 that My Sponsors compete with any of the Team Sponsor~~ I agree to:

- 1) assist and co-operate with the AOC and the Team Sponsors to enable the Team Sponsors to maximise the promotional benefits from their sponsorship of or supply to the AOC and the Team; and
- 2) comply with all reasonable directions of the AOC or its authorised nominees in assisting the AOC and the Team Sponsors, including, but without limitation, ensuring that any Marks of Team Sponsors receive the widest possible exposure.

12.4. I agree that:

- 1) the Team Sponsors may use my Image to promote Australia's participation in the Games and in their advertising, promotion or marketing activities, provided that the use of my Image is limited to being part of the Team as a whole, unless I am the Flagbearer, in which case Team Sponsors may use my Image on its own to promote Australia's participation in the Games and in their advertising, promotion or marketing activities. This obligation applies even if a Team Sponsor competes with one of My Sponsors. Further, if selected as the Flagbearer, I will not allow my Image as Flagbearer to be used in any advertising, promotion or marketing activities of My Sponsors unless they are also a Team Sponsor;
- 2) the Team Sponsors may use my Image in congratulatory advertising which will be solely for the purpose of congratulating me for my performance at the Games and will not contain or imply any endorsement by me of the Team Sponsor involved or its products or services;
- 3) I will not obscure, or attempt to obscure or damage any Marks of Team Sponsors, including suppliers of the Team Uniform;
- 4) I will not appear or participate in, or permit my Image to be used for any fundraising activities for or on behalf of, or purportedly for and on behalf of, the AOC, the Team or members of the Team without the prior written consent of the AOC;
- 5) unless specifically approved by the AOC, I will not appear or participate in, or permit my Image or performance at the Games to be used for or in connection with the endorsement, promotion or marketing of any Reward scheme; and
- 6) in the event that any fundraising or Reward scheme uses my Image without my consent, in a manner contemplated in this clause, then the AOC has the sole right to determine whether any claim should be made in respect of such misuse or unauthorised use and I appoint the CEO or his/her nominee to act as my representative, agent and attorney for that purpose, provided that the AOC indemnifies me and keeps me indemnified against any loss arising from that representation.

12.5. I agree to be filmed, video taped and photographed and to have my name, Image, picture, likeness, voice and biographical information otherwise recorded, in any media, before, during or after the Games, by the AOC, the AOC's official photographer(s), film crew(s), video crew(s) and by any other entity authorised by the AOC, whether under conditions specified by the AOC, the IOC or ~~PI~~OCOG (the **Footage**).

12.6. I hereby grant the AOC the irrevocable, perpetual, worldwide right and license to use, and to authorise third parties to use, in all media, the Footage for:

- 1) news and information purposes;
- 2) promotion of the Games and the specific competition(s) in which I compete;