



*licensing
operational
guidelines*

AFL/AFLPA

***licensing operational
guidelines***



AUSTRALIAN FOOTBALL LEAGUE

AND

**AUSTRALIAN FOOTBALL LEAGUE PLAYERS'
ASSOCIATION INCORPORATED**

**LICENSING
OPERATIONAL
GUIDELINES**

AFL/AFLPA LICENSING OPERATIONAL GUIDELINES

CONTENTS

CONTENTS

| | | | |
|------------------------------------------------------------------------------------------------|----|---------------------|----|
| Introduction | 55 | Attachments | |
| Schedule C: AFL/AFLPA Licensing Operational Guidelines | 56 | Attachment 1 | 67 |
| Part A — General Principles | 56 | Attachment 2 | 68 |
| Part B — Definitions | 57 | Attachment 3 | 69 |
| Part C — General Arrangements .. | 58 | Attachment 4 | 70 |
| Appendix A: Sample AFL/AFLPA Player Consent Form | 63 | Attachment 5 | 71 |
| Appendix B: AFL Licensing Categories | 64 | Attachment 6 | 72 |
| Appendix C: AFL Memorabilia AFL Player signing fee scale | 65 | Attachment 7 | 74 |
| Appendix D: AFL/AFLPA Player request for use of AFL intellectual property | 66 | Attachment 8 | 76 |
| | | Attachment 9 | 77 |
| | | Attachment 10 | 78 |
| | | Attachment 11 | 79 |
| | | Attachment 12 | 80 |
| | | Attachment 13 | 81 |
| | | Attachment 14 | 82 |
| | | Attachment 15 | 83 |
| | | Attachment 16 | 84 |

INTRODUCTION

The AFL and the AFL Players' Association are pleased to have completed a significant industry benchmark with the latest Collective Bargaining Agreement. Forming an appendix to the Collective Bargaining Agreement, is this document entitled AFL Licensing Operational Guidelines. This document details the policies and procedures which relate to both the commercial and non-commercial application of player images and AFL intellectual property.

The increasingly important areas of intellectual property and licensing have been covered in detail. Each organisation recognises and respects the property rights of the other.

As part of the Agreement the AFLPA has assigned the Licensing rights of the players to the AFL. In return the AFL will provide direct financial return, as well as a percentage increase of AFL profit. This system is designed to develop and enhance the game with a greater share of rewards for all parties involved.

This document is designed to provide an understanding for players, officials, AFL licensees, sponsors and others as to the working guidelines for implementing the Agreement.

Should you have any questions please contact AFL Licensing on (03) 9643 1940 or the AFLPA on (03) 9620 7201.

SCHEDULE C

AFL/AFLPA LICENSING OPERATIONAL GUIDELINES

PART A — GENERAL PRINCIPLES

- 1. All Licensing Activities remain centralised through the AFL Licensing Department**
- 2. A “user pays” system will apply to pass on revenue from the AFL Licensing Activities to the AFLPA and ultimately to the Players**
This arrangement provides the opportunity for all Players to participate in AFL Licensing/Marketing
- 3. The number of Club ‘protected’ sponsors will be raised from 2 to 4**
- 4. The rights of the players and the AFL in relation to Licensing Activities and other promotional activities will be recognised under the CBA and the Standard Playing Contract**

PART B — DEFINITIONS

For the purposes of these Guidelines, the following words have the meanings set out below:

Product means any product which is produced by an AFL Licensee and sold through retail channels.

Promotions means any third party association that relates to endorsement, advertising or sales promotion. This also applies to any AFL or AFL Club nominated Protected Sponsors.

Promotion of the Game means any usage by the AFL or AFLPA that enhances or develops the game without an outside party receiving any benefit.

Intellectual Property means in relation to the:

AFL all playing uniforms, on field uniforms, AFL Club shield logos, AFL Club caricature logos, club nicknames, all AFL logos, all photographs taken under AFL media accreditation; and

AFLPA All Player images (excluding uniforms), likenesses, signatures, nicknames, reputations.

Featured Player means the Player who is the predominant or central focus. Refer Attachment 3, the featured player is Stephen Silvagni.

CBA means the Collective Bargaining Agreement between the AFL and the AFLPA.

Licensing Activities means all AFL product sales, sales promotions, advertising and endorsement arrangements.

Image includes a player's name, photograph, likeness, reputation and identity.

Player means an AFL Player who is also a member of the AFLPA.

PART C — GENERAL ARRANGEMENTS

(A) GENERAL

1. The AFL may use a Player's Image for AFL Licensing Activities provided that the AFL has obtained the approval of the Player for each such Licensing Activity in accordance with (B) below.
2. A Player shall not unreasonably refuse to grant approval for the use of his Image in an AFL Licensing Activity.
3. A Player shall make himself available for up to 5 promotional activities per annum for the AFL and up to 12 promotional activities per annum for his AFL Club. The promotional activities for a Player's AFL Club will not be part of the AFL Licensing Activity program.
4. A Player may use his own Image for personal promotional activities in accordance with Part (E) below.

(B) PLAYER APPROVALS

5. Automatic approval

A Player is deemed to have given his approval for the use of his Image on the following range of AFL products: *trading cards, stickers, posters, greeting cards, badges, mugs, videos, computer games and others as agreed from time to time.*

Should new products be released approval to use a Player's Image will be sought as per the following procedure.

For any third party association consent will also be sought.

6. Other Approvals

- (a) All approvals to the use of a Player's Image in AFL Licensing Activities will be co-ordinated by the AFL Licensing Department and forwarded to the AFLPA using the attached standard form (Appendix "A").
The key contact at the AFL Licensing Department will be the Licensing Administration Manager to deal with Player related approvals, payments and communication.
- (b) Approvals will be sought via the AFLPA and it will be the AFLPA's responsibility to contact either agents/managers, AFL Clubs or Players to obtain consents. Players have no more than 7 business days to grant or refuse approval to the use of their Image. This will be done from the date the request is sent from the AFL to the AFLPA. Should a response not be received by this time approval will be deemed to have been given and the AFL shall proceed without further notice.

*Note Clause 5:
Refer to
Attachment 1
for examples*



- (c) A Player cannot unreasonably withhold his approval to the use of his Image in AFL Licensing Activities. The typical instances where consent will be deemed to have been withheld reasonably are where the promotional activity relates to tobacco, drugs, alcohol, race or religious purposes or existing personal arrangements that have been documented to the AFLPA.
- (d) Records of all approvals will be kept on file by the AFL for payment.
- (e) Six or more Players from the same team equally represented constitutes a team and will not be paid individually or sought for approval, instead reverting to the category of “AFL team images”, (i.e. AFL Club calendar) (refer Appendix B for a breakdown of AFL Licensing Categories).
If 6 or more Players represented are from different teams this is part of the “multiple player image programs”, (i.e. individual recipe cards).
- (f) Where the AFL seeks approval for the use of the Images of 6 or more Players from different teams to be used together in an AFL Licensing Activity, the AFL will seek approval under the Multiple Player Image Program, (i.e. individual recipe cards).
- (g) The AFL will only seek approval for “featured” Players and not surrounding Players in a Multiple Player Image Program. A “featured” Player is a Player who is central or significant to the relevant Licensing Activity.

(C) FINANCES

- 7. The AFL Licensing Department will pay Players for the use of their Images as set out in Appendix B — Breakdown of AFL Licensing Categories. The forecast amounts will be detailed in the request for approval form. This will encourage a “user pays” system, as compared to a flat fee structure. Payments to Players will be managed by the AFLPA.
- 8. Reports to Players will be sent to the AFLPA quarterly for disbursement. Disbursement will also be made quarterly.
- 9. Payments to the AFLPA under these programs will be paid quarterly.
- 10. The AFL will pay the AFLPA for all Player activity.
- 11. The AFL will only pay for the featured Player/s and not surrounding Players in a Multiple Player Image Program.
- 12. There will be no payment to Players for any activities defined as “promotion of the game”.

(D) OTHER

- 13. The AFL Licensing Department will make available all Players for requests for Licensing Activities and other promotional activities.

**SCHEDULE A
PART C**

*Note Clause 6(e):
Refer to
Attachment 2
for an example*

*Note Clauses
6(f) and (g):
Refer to
Attachment 3
for an example*

*Note Clause 11:
Refer to
Attachment 3
for example*

*Note Clause 12:
Refer to
Attachment 3
for example*

14. The 5 compulsory AFL promotional activities will include all appearances and activities aimed at the promotion/development of the game, including increasing game attendance, increasing AFL Club membership and building and improving community relations. That is, promotional activities in which there is no third party benefit other than AFL Sponsors. Such appearances and activities may include attendance at AFL functions, the AFLPA Most Valuable Player Awards, publications, launches and promotions and media appearances.
15. All requests for a Player to participate in such promotional activities will be forwarded to the Player via the AFLPA.
16. Footwear is not included in the policy, however existing AFL Club or Player arrangements remain in force. Approval will not be granted for any non-Club On Field licensee for individuals.

(E) PLAYER PROMOTIONS

17. A Player may use his own Image for personal promotional activities, provided that those activities do not conflict with AFL Protected Sponsors or AFL Club protected sponsors and where activities will require the use of AFL property, those activities do not conflict with an AFL licensee which spends \$100,000 or more in advertising with AFL Licensing, provided always that those activities are not prejudicial to the game of Australian football.
18. Each AFL Club may have up to 4 protected sponsors.
19. Players must comply with Part (E) in relation to their personal promotional activities.
20. Players shall not use any AFL property (in particular, playing and On Field uniforms and other items within the AFL On Field policy) or AFL intellectual property (logos, designs etc) in any promotional activity without the consent of the AFL.
For example, Players shall not make any public or media appearance using or wearing any AFL uniform, that is not connected to an AFL Licensing Activity or promotional activity.
AFL Club sponsors requesting to use Players for promotional activities must follow these guidelines and the AFL Marketing Guidelines in relation to the use of AFL property and intellectual property.
21. Players shall not “pass off” their association with their AFL Club in their personal promotional activities.
22. Players do not need to seek AFL consent for personal promotional activities in accordance with the CBA where AFL property or intellectual property is not used. Attachments 7, 8 and 9 set out examples of personal promotional activities where a Player does not need to seek AFL consent.

*Note Clause 20:
Refer to
Attachments 5, 6
and 10 for
examples of
incorrect usage*

*Refer to
Attachment 10
for an example
where AFL
approval is
required*

*Note Clause 21:
Refer to
Attachment 11
for example of
incorrect usage*

*Note Clause 22:
Refer to
Attachments 7, 8
& 9 for examples*

23. If a Player seeks consent from the AFL to use AFL property or intellectual property in the Player's personal promotional activities, a written request for consent shall be forwarded to the AFL Licensing Manager in the form set out in Appendix D.
 - The AFL will negotiate with the Player or their representative a fee to be payable to the AFL. The AFL reserves the right to reject the request.
 - Approvals will be required at each stage by all parties. The AFL reserves the right to reject materials submitted.
 - Only individuals can be included and there can be no association or branding by any non-AFL player group.
 - The association can only be made between the Player and the advertisers and not the AFL, AFL Club or competition.
 - 7 day approvals will apply.
 - Payment will be required in advance of media appearance and will be for a defined time. AFL Player uniforms will not be able to be used by companies competing with AFL or AFL Club protected sponsors or AFL licensees contributing over \$100,000 per year plus the category of footballs.
 - Consent will need to be received in writing by the AFL and cannot conflict with any AFL or AFL Club protected sponsor or AFL licensee.
24. Players will assign any copyright they may hold in or in connection with any AFL Licensing Activity or promotional activity to the AFL.
25. No airbrushing of uniforms or "dusting" of photographs used in AFL Licensing Activities or promotional activities will be permitted.
26. Player signatures will be covered as follows:
 - (a) Promotion of the game — no charge
 - (b) Memorabilia — as per attached scale (Refer to Appendix C)
 - (c) Original signature (including fax or scanned signature or any other such reproduction) — as per attached scale (Refer to Appendix C).
27. Past Players will receive an allocation of funds in the AFLPA Past Players Trust Fund as agreed between the AFL and the AFLPA.
28. A regular meeting comprising representatives from the AFL, AFLPA and AFL Clubs will be organised to review these guidelines.