



# SURF LIFE SAVING AUSTRALIA POLICY

<b>Title:</b>	Intellectual Property
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<b>Responsible Portfolio:</b>	General Counsel
<b>Authority</b>	This Policy is made under clause 39 of the SLSA Constitution. It is binding on all Members of SLSA and is to be interpreted in accordance with the SLSA Constitution.





## 1. PURPOSE

- a. The purpose of this Policy is to protect the Intellectual Property (IP) owned by Surf Life Saving Australia Limited (SLSA) and, in particular, the Surf Life Saving logo (roundel) and the red and yellow imagery associated with surf lifesaving flags, caps, uniforms and equipment (together 'SLS IP') against ambush marketing and unauthorised use, both within Surf Lifesaving (SLS) and also by external parties for commercial or political gain. The Policy is not expected to regulate sponsorship although it is expected that SLSA and State Centres will communicate and consult in good faith in respect of use of their respective intellectual property and/or sponsorship benefitting surf lifesaving. Unauthorised use of SLS IP, particularly for commercial gain devalues that property and the image and reputation of SLS as a whole. The SLS IP includes all SLSA trademarks and logos and names (registered and unregistered) as well as any images and data (however recorded and stored) and copyright in SLSA's rules, its confidential information, reputation and knowhow.
- b. The Policy defines certain arrangements within SLSA for identification, protection and exploitation of SLS IP. It does not deal with commercialisation of SLS IP. SLSA recognises that each Club, Branch and State Centre has its own particular intellectual property. This Policy does not confer on SLSA any rights of ownership, use or control in respect of any intellectual property owned by, or licensed to, a Club, Branch or State Centre, by a third party.
- c. A united approach to protecting and exploiting the SLS IP and other SLS imagery provides SLS with a unique opportunity to influence public perceptions of SLS and hopefully generate significant financial and in-kind support for SLS activities and programs across Australia.

## 2. SLS INTELLECTUAL PROPERTY

- a. SLSA acknowledges, but also wishes to demonstrate, the importance of the SLS IP. The red and yellow SLS imagery is a readily identifiable feature of the SLS movement and the valuable community service that SLSA's Clubs provide around Australia. This imagery is an integral component of the SLS movement and presents a positive picture to the community and the nation at large.

Example of SLSA IP

SLS LOGO	RED & YELLOW FLAGS	RED & YELLOW SKULL CAP	PATROL UNIFORM
			

- b. SLSA has taken many steps towards protecting the SLS IP, including trade mark registration, copyright and enforcement action against third parties using the SLS IP without SLSA's consent.
- c. Ongoing protection of the SLS IP will ensure that community, public and corporate perception of SLS remains positive whilst providing a basis for SLSA to secure much needed revenue to support SLS initiatives at all levels.
- d. It is in the interests of all SLS organisations seeking to use the SLS IP to abide by this Policy. Clubs, Branches and State Centres must apply and adhere to the following conditions when dealing with the SLS IP and should also consider applying similar principles to the development, protection and exploitation of their own intellectual property.

### 3. SLSA'S POLICY FOR THE USE OF SLS IP

#### 3.1 General Principles

- a. Subject to this Policy, no SLS IP should be used to sell, promote, endorse or approve any product, service or person without prior written authorisation from SLSA. Subject to this Policy, in the case of the use or exploitation of SLS IP by a State Centre within that State, SLSA shall not unreasonably withhold or delay its consent, but in all other cases (other than a proposed use by a State Centre) SLSA may withhold its consent without cause or reason.
- b. The SLS IP must only be used and portrayed in a positive light.
- c. The relevant SLS IP and SLS must be depicted accurately and fairly at all times.
- d. The SLS IP must not be varied or amended in any manner without the prior written consent of SLSA. In this sense and by way of examples only:
  - i. no names or logos shall appear on or be attached to the red and yellow flags;
  - ii. no names or logos shall appear on the red and yellow cap;
  - iii. sponsorship recognition on patrol uniforms may only be done in accordance with the SLSA Patrol Uniform Policy (Policy Number 1.5) and Uniform Brand

Guidelines and in accordance with the directions and approval of SLSA or a State Centre;

- iv. SLS equipment must at all times conform with SLSA standards and specifications, particularly in regard to the colour, size and nature of wording appearing on such equipment; and
- v. SLS roundel must be used in accordance with SLSA Brand Guidelines.
- e. The right to use the SLS IP must not be granted to any third party otherwise than in accordance with this Policy.
- f. SLSA recognises that difficulties may arise with SLS IP use across local, state and national boundaries. These difficulties should be minimised and managed through open consultation and communication between all relevant parties.
- g. SLSA and State Centres will communicate and consult with each other in good faith in respect of each and every use (actual or proposed) of their respective IP particularly but not only in the context of use of IP in the media.

### **3.2 SLSA**

- a. All rights in the SLS IP are owned by SLSA. SLSA is responsible for managing and controlling the use of the SLS IP on behalf of the SLS movement as a whole. As the owner of the SLS IP, SLSA has the exclusive legal right to exploit, use, license and/or sell the SLP IP.
- b. SLSA seeks to adopt and apply a consistent approach in respect of this use and in respect of issues which may arise from time to time.
- c. Where SLSA wishes to use the SLS IP nationally (across State boundaries) it will consult with each State Centre in respect of that proposed use to ensure the proposed use does not cause any conflicts or concerns for State Centres. SLSA must consult with State Centres prior to any cross State Boundary SLS IP usage. Should any State Centre disagree with a proposed use then the use will not proceed until agreement is reached. Any monies derived from a national use (whether consideration for use of SLS IP or otherwise) will be distributed as per the agreement governing that use. Any monies generated from a proposal to use SLS IP (other than a sponsorship) submitted by SLSA will be distributed as agreed with the State Centres.

### **3.3 State Centres**

- a. Inside State/Territory Boundaries

Subject to the SLSA Constitution and this Policy, and in consideration of each State Centre agreeing to be bound by this Policy, SLSA grants to each of the State Centres a royalty free, non-exclusive, terminable licence to:

- i. use and promote the SLS IP within its respective geographical area (State, region or local areas) in relation to the activities of the State Centre; and
- ii. use or display the SLS IP on its web site (even though the reach of this web site may transcend state and national borders), in accordance with this Policy.

- b. Outside State/Territory Boundaries
  - i. Where a State Centre wishes to use or exploit the SLS IP outside its geographical area (and in particular across State boundaries excluding the use or display on that entity's website) it must submit the proposed use to the CEO of SLSA and also to any other State Centres affected by the cross-boundary use for consideration.
  - ii. The CEO of SLSA will respond to the relevant State Centre within 30 days of receiving the proposal. Within that 30 day period the CEO of SLSA will consult with all affected State Centres in respect of the proposal to ensure there is no conflict or other issue.
  - iii. Should SLSA or any State Centre disagree with a proposed use under this clause then the use will not proceed until agreement is reached.
  - iv. Where a proposal is approved (either conditionally or unconditionally) the State Centre will be authorised to enter into a licence with relevant third parties in the proposal in respect to the use of the relevant SLS IP by those third parties. Any licence entered into under this paragraph must:
    - A. recognise SLSA's ownership of all rights in the SLS IP; and
    - B. permit SLSA to take any action it considers necessary to protect the SLS IP licensed under the licence; and
    - C. include such other conditions in respect to the SLS IP as SLSA may require from time to time.
- c. Any monies generated from a proposal submitted by a State Centre under this clause 3.3 will be distributed as agreed between SLSA and the State Centres.

### **3.4 Branches and Clubs**

- a. Subject to clauses 3.4(c) and (d), Branches and Clubs may use the SLS IP for agreed purposes which includes Branch/Club based fundraising, SLS Club member drives and SLS Branch/Club education. This use does not include providing access to third parties to leverage an association with SLS IP nor does it include the use of SLS IP (subject to clause 3.4(b)) with Branch/Club sponsor logos or for club/sponsor merchandise or other retail/revenue raising activities.
- b. Without limiting the generality of clause 3.4(a) SLSA grants to each SLS Club/Branch a non-commercial licence to use the generic SLS roundel in conjunction with the Club's logo. This licence is conditional in that the SLS roundel must appear with the Club's logo and never alone on Club materials. SLSA may terminate this licence with any particular Club at any time if it considers it necessary to do so.
- c. Where a Branch or Club wishes to use any SLS IP for an agreed purpose it must seek approval from its State Centre stating the nature, term and extent of the proposed use.
- d. State Centres may approve, reject or conditionally approve any application by a Branch or Club to use the SLS IP. In exercising its discretion whether or not to approve an application a State Centre will consider the nature and scope of the proposed use ensuring it does not conflict with a State or SLSA campaign.

## 4. UNAUTHORISED USE OF INTELLECTUAL PROPERTY

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- a. State Centres must report any use of the SLS IP which they suspect or consider may not be authorised in accordance with this Policy to SLSA.
- b. Branches and Clubs must not enter into any media activities with SLS IP that may result in promotion of a third party that has not been authorised by SLSA prior as outlined in clause 3.4.
- c. Any use of or dealing with the SLS IP by any State Centre, Branch or Club in contravention of this Policy will be considered a serious matter and may result in disciplinary proceedings being instituted under the SLSA Constitution and/or Regulations and/or legal action to recover damages or costs suffered by SLSA.

For enquiries please contact:

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