

Community Marketing Guidelines for the U.S. Olympic & Paralympic Movement

April 1, 2024

*Developed by athlete leaders, NGB leaders, and the USOPC for
use by all in the U.S. Olympic & Paralympic Community*

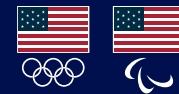


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Background/ Guiding Principles



I. BACKGROUND/GUIDING PRINCIPLES

A. Background

These Community Guidelines for the United States Olympic and Paralympic Movement (the “Community Guidelines”) serve as a guide for how each of the following can use their respective commercial and intellectual property rights and allow others to use those intellectual property rights:

MOVEMENT PARTNERS



- The United States Olympic & Paralympic Committee (the “USOPC”), including an affiliated entity or foundation as designated by the USOPC, and United States Olympic & Paralympic Properties (“USOPP”), or then-current joint venture (if any).
- Why USOPP? Because the USOPP will manage the Team USA commercial rights through 2028.
- National Governing Bodies, including affiliated entities and foundations as designated by the NGB (each an “NGB”)



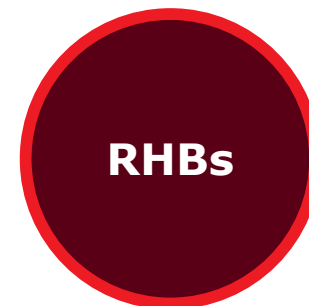
- An affiliated entity or foundation is defined as an Affiliate of, or an entity owned, operated by, or designated by the USOPC, USOPP, or an NGB for the purpose of fundraising or commercialization of rights for the benefit of the USOPC or NGB, respectively. For purposes of these Community Guidelines, an “Affiliate” is defined as an organization, entity, or business that is controlled by or otherwise directly associated with the USOPC or an NGB.



- Team USA athletes are those athletes who have participated in an Operation Gold or NGB Qualifying Competition (as defined in the USOPC Bylaws) in the last 24 months and have not declared themselves as retired. (collectively, the “Athletes”).
- The Movement Partners acknowledge that Team USA Athletes’ Commission does not have the ability to contractually bind athletes to the MOU or these Guidelines.

OFFICIAL BROADCAST/ DISTRIBUTION RIGHTS HOLDERS

NBCUniversal (“NBCU”) as the official broadcast/distribution rights holder specifically in the direct promotion of its broadcast and exhibition of the Games or other official broadcast/distribution rights holder specifically in the direct promotion of its broadcast and exhibition of a USOPC Event or an NGB Event (“RHB”).

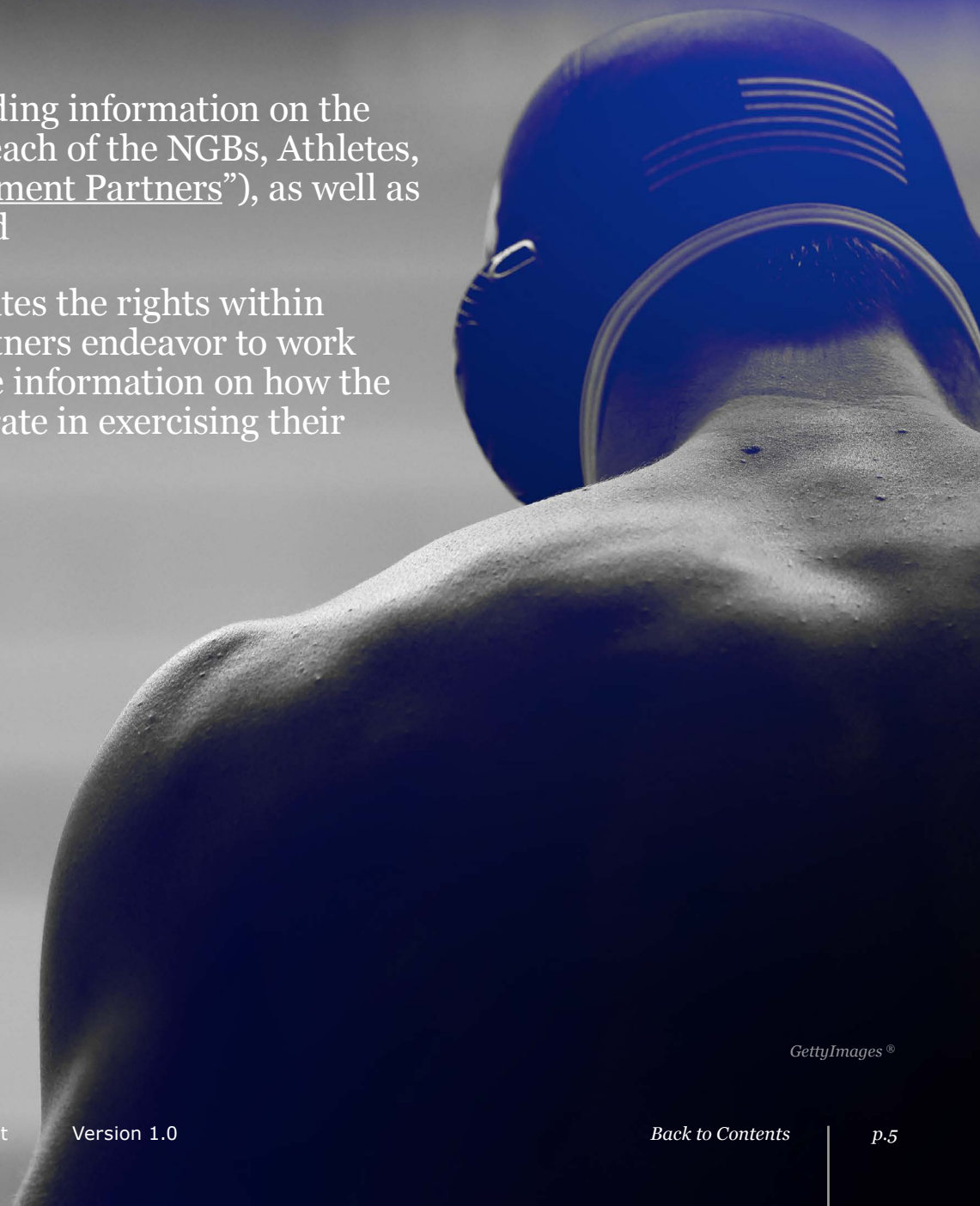




A. Background (*continued*)

These Guidelines will do two things:

1. Designate Running/Swim Lanes - by providing information on the various agreed-upon commercial rights of each of the NGBs, Athletes, and USOPC/USOPP (collectively the “Movement Partners”), as well as the rights afforded to NBCU and RHBs, and
2. Identify how each Movement Partner activates the rights within its own lane, or in the event Movement Partners endeavor to work together across identified lanes – to provide information on how the Movement Partners have agreed to collaborate in exercising their respective rights.



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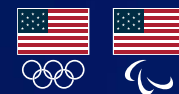


B. Principles

Backstop Principles:

1. Any rights of a Movement Partner not addressed in these Community Guidelines or not addressed in a separate agreement are specifically reserved to the rights holder.
2. Unless addressed in these Community Guidelines, one Movement Partner may not use the Agreed Upon Rights (as defined below) of another Movement Partner without the prior written consent of that other Movement Partner.





B. Principles *(continued)*

Guiding Principles:

1. While these Guidelines are intended to be wide-ranging, not all situations and questions may be addressed. In those situations, the Movement Partners will work together under the following Guiding Principles:
2. Movement Partners will respect each other's rights and spheres of influence;
3. The Agreed Upon Rights are defined to help each Movement Partner find collaborative and mutually beneficial solutions to issues that may arise;
4. Movement Partners will collaborate to sustain and grow revenue for the benefit of the Movement collectively, and
5. Movement Partners commit to opening a dialogue that examines how a nuance fits within the structure created by these Community Guidelines.

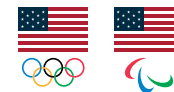


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II

Agreed Upon Rights of Each Movement Partner



II. AGREED UPON RIGHTS OF EACH MOVEMENT PARTNER

Each Movement Partner is the owner of its own distinct intellectual property and other commercial rights.

While not necessarily comprehensive, the following is a list of agreed-upon rights owned by each of the Movement Partners (the “Agreed Upon Rights”), recognizing that some uses may involve several Agreed Upon Rights owned by different Movement Partners.

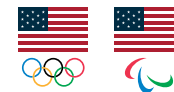


A. Each Athlete owns the intellectual property rights associated with:

1. Athlete’s name, image, and likeness as well as the Athlete’s signature, voice, trademarks, logos, and other legally protected elements unique to each Athlete, but not performance results (collectively, “Athlete NIL”).
2. Personal photographs of the Athlete which have either been taken by the Athlete or where the Athlete has acquired the rights in those photographs; and
3. The ability to use the term “Olympian”, “OLY”, “Paralympian,” or “PLY” as part of a balanced biographical reference.



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B. Each NGB owns the intellectual property rights associated with:

1. NGB events under its jurisdiction, including those that are owned, licensed, or controlled by the NGB (“NGB Events”), including but not limited to the name of the NGB Event, NGB Event Official results, images, footage, sponsorship, marketing, title, and naming rights to the NGB Event, and sounds from the NGB Event and related Event marks;
2. NGB trademarks (name, logos, symbols, etc.), including NGB Team marks and marks involving the U.S. National Team (“NGB Marks”);

Note: This includes the ability to use Athlete NIL solely as agreed to and as stated in the relevant Participation Agreement or other Delegation Forms, NGB Participation Form, and other legal agreements.



C. USOPC/USOPP own the intellectual property rights associated with:

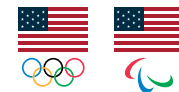
1. USOPC/USOPP owned and controlled events and programs (“USOPC/USOPP Events and Programs”), including the Olympic Trials, Paralympic Trials (even if managed by NGB/ Local Organizing Committee), and “tent pole events and programs” like the Hall of Fame, Assembly, White House Visit, Making Team USA, etc., the Olympic Games and marks as granted by the IOC in the U.S., and further including, but not limited to the name of the USOPC/USOPP event, and USOPC/USOPP event official results, images, footage, sponsorship, marketing, title, and naming rights to the USOPC/USOPP Event, sounds from the USOPC/USOPP event and related event marks;
2. Media content from USOPC/USOPP Events and Programs, and the right and ability to commercialize any and all content therefrom, so long as such commercialization does not promote a direct relationship between a third-party brand (and/or its services or products) and an Athlete, without the Athlete’s express written permission. This includes the right to extend such media content rights to official broadcast rights holders, so long as the broadcast rights holders abide by the same requirements set forth in this paragraph and provided that the content rights may only be used to promote the broadcast or distribution of the USOPC/USOPP Event and Program.
3. All rights to the U.S. Olympic and Paralympic Team and Youth Olympic Team, including the name “U.S. Olympic Team” and “U.S. Paralympic Team,” “Team USA,” “Youth Olympic Team,” or the terms “Olympic” and “Paralympic.”

Notes: This includes the ability to use Athlete NIL solely as agreed to and as stated in the relevant Participation Agreement (i.e., Delegation Forms, U.S. Olympic and Paralympic Trials Participation Form, other legal agreements)

4. All rights to the U.S. Pan Am Team, Para Pan Team, and Pan Am Youth Team, including the name “U.S. Pan Am Team,” “U.S. Para Pan Team,” and “Pan Am Youth Team.”
5. All Olympic Marks within the U.S. as described in Section 220506 of the Ted Stevens Olympic, Paralympic, and Amateur Sports Act.
6. Other USOPC-registered trademarks, including those held on behalf of the IOC, IPC, and/or LA28 (e.g., “Go For The Gold”).



3. The National Team Uniform, unless such uniform is provided by the USOPC (subject to Section VII Guidelines on Use of Team Uniform);
4. Any NGB-provided apparel or item that denotes an athlete as a member of the NGB National Team, including imagery of NGB National Team; and
5. Media content from NGB Events and other NGB-controlled activities, and the right and ability to commercialize any and all content therefrom, so long as such commercialization does not promote a direct relationship between a third-party brand (and/or its services or products) and an Athlete, without the Athlete’s express written permission. This includes the right to extend such media content rights to official broadcast rights holders, so long as the broadcast rights holders abide by the same requirements set forth in this paragraph and provided that the content rights may only be used to promote the broadcast or distribution of the NGB Event.



D. NBCU owns or controls

1. All rights to the U.S. Olympic and Paralympic Games Broadcast during the relevant exclusive period, after which time all footage licensing rights shall shift to USOPC for Olympic Games and the IPC for Paralympic Games.
2. NBC Olympics Marks.
3. Promotion of NBC's broadcast of the Games.



Official RHB owns or controls

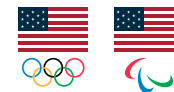
1. All rights granted by the Event owner during the relevant exclusive period, if any.
2. RHB Marks developed for a particular NGB Event or USOPC Event, if any.
3. The right to promote their distribution of the NGB Event or USOPC Event.





III

Distinction between Commercial Uses and Non-Commercial Uses



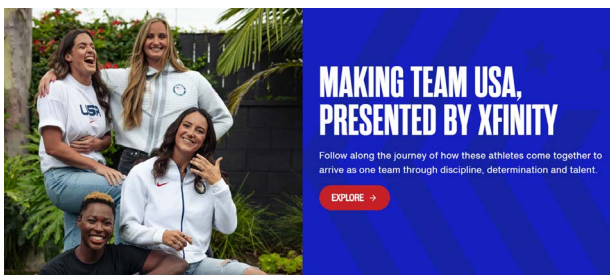
III. DISTINCTION BETWEEN COMMERCIAL USES AND NON-COMMERCIAL USES

The terms Non-Commercial Uses and Commercial Uses will have the following definitions for the purposes of these Guidelines:

A. Non-Commercial Uses

1. Definition. “Non-Commercial Use” refers to the use of another Movement Partner’s Agreed Upon Rights in a way that does not promote a direct relationship between a third-party brand (and/or its services or products) and the Movement Partner. The term Non-Commercial Use expressly includes the use of Agreed Upon Rights for the promotion of: (1) any Movement Partner, (2) NGB Events and/or USOPC/USOPP Events, and (3) the broadcast/distribution of NGB Events and/or USOPC/USOPP Events by official broadcast rights holders.

For clarity, the use of three (3) or more Athlete’s NIL in substantially equal prominence (“Group Featuring”) from existing owned or licensed content will be deemed Non-Commercial so long as it creates a connection to the Movement Partner or the Movement Partner Event and does not promote a direct relationship between a third-party brand (and/or its services or products) and the Athlete.



2. No Consideration for Participation in a Non-Commercial Use:

- a) Because Non-Commercial Use to promote the Movement is not intended to imply any association between featured athletes and the commercial partners of an event or Movement Partner, compensation is not required for Non-Commercial Uses as the aim is to raise awareness for the sport, the NGB, and event or the Movement.
- b) In compliance with the USOPC NGB Athlete Agreement Policy, NGBs and the USOPC may require that Athletes participate in Non-Commercial Use events, or as a condition of participation in membership, events, teams, or programs/competitions (“Participation Agreements”). This is permitted so long as the required services remain Non-Commercial in nature, and the NGB or USOPC reasonably respects the Athlete’s privacy, time constraints, prior professional commitments, and training and competitive schedule.
- c) Participation Agreements may include a general media release that grants to the NGB, RHB, USOPC, or USOPP (and other Olympic/Paralympic family members) the use of the Athlete’s Agreed Upon Rights in media without additional compensation solely for Non-Commercial Uses (subject to the [USOPC NGB Athlete Agreement Policy](#)).

3. Non-Commercial Use Examples.

- a) The use of Agreed Upon Rights for educational programs, research, studies, promotion of NGB Events, and/or USOPC/USOPP Events and Programs.
- b) An Athlete is asked to attend a local youth event to provide a clinic/instruction and/or to talk about their NGB’s programming and opportunities.
- c) An Affiliate Entity creates materials to promote their athlete safety reporting line and includes the image of a current athlete. However, due to the sensitive nature of this use, an athlete must consent to this use.
- d) An NGB Affiliate Entity creates fundraising materials for the benefit of the NGB that includes the likeness of four (4) different athletes in substantially equal prominence. This qualifies as a Group-Featuring use for an NGB fundraiser and is considered a Non-Commercial Use so long as it complies with the rules on Group-Featuring images and does not create a direct relationship between a third-party brand (and/or its services or products) and an athlete.



A. Non-Commercial Uses *(continued)*

3. Non-Commercial Use Examples. *(continued)*



Note: Group-Featuring is three (3) or more athletes shown in substantially equal prominence.

e) The USOPF creates fundraising materials for the benefit of the USOPC that includes the likeness of four different athletes, as this is for the benefit of the USOPC, not NGB fundraising, the USOPC is required to compensate each athlete for use of their likeness.



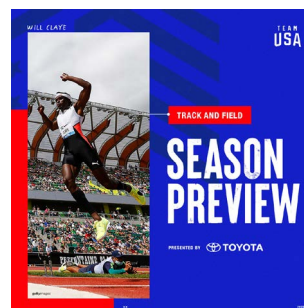
f) An NGB is hosting tryouts in Boston, MA on Wednesday through Friday, with the full current team in attendance. Team travel is scheduled for that Saturday morning. The NGB will host a fundraiser on that Friday.

- (1) The NGB may ask the current team athletes to attend without additional compensation if they have built this type of appearance into the Participation Agreement and have provided the Athletes with funding.
- (2) Alternatively, the NGB may ask the current team athletes to attend without additional compensation if this type of appearance was not built into the Participation Agreement but has been built into the terms of a Commercial Terms or Marketing Agreement.

(3) If this type of appearance has not been built into either of those types of agreements, then the Athlete may seek compensation for such appearance under a one-off Commercial Terms Agreement or Fundraising Agreement.

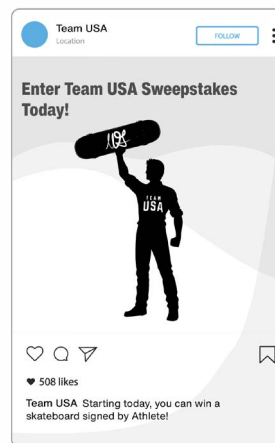
(4) In every scenario, the athlete may choose to donate their time and waive compensation.

g) A Movement Partner creates a social media post that promotes the “Team USA Season Preview presented by Toyota” with images of the athletes competing.



Note: No issue with an athlete reposting the above example so long as the athlete does not separately tag an additional sponsor for commercial purposes.

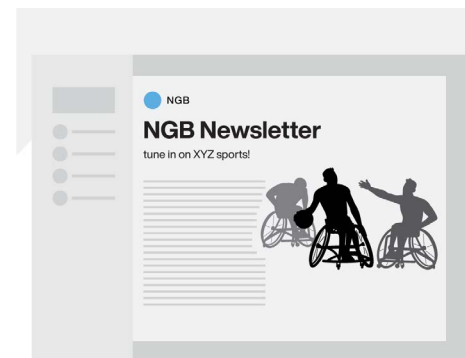
h) An Athlete comes on site for the USOPC for a photo shoot to promote the Games and the USOPC. While there, he signs a skateboard, which the USOPC then uses as part of a sweepstakes promotion. If the sweepstakes does not include a third party and promotes the Games, then it is a Non-Commercial Use.



i) An Athlete agrees to attend a media opportunity which includes a photo shoot to promote an NGB event and the NGB. While there, she signs a reasonable number of items, and the NGB Affiliate discloses that it will list the items for auction online, and all proceeds will benefit the NGB. The NGB may use existing Athlete NIL content for the promotion of this fundraiser without additional compensation to the athlete.



j) An NGB sends a newsletter to its membership promoting the next national competition using images of some of the athletes who will compete. This is a Non-Commercial Use.



A. Non-Commercial Uses *(continued)*

4. NGB Fundraising.

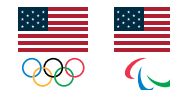
- a) The Movement Partners agree to the following with respect to NGB fundraising using the likeness of less than three (3) Athletes:
 - (1) An NGB may include, in its Participation Agreement, a requirement that an Athlete make fundraising appearances (which may include a photo shoot) on behalf of the NGB and/or its Foundation if the NGB provides funding to the Athlete as part of the Participation Agreement. For purposes of this paragraph, “funding” means direct, reasonable financial support to the Athlete in consideration for the Athlete’s participation in the NGB’s programs; reimbursement of expenses and/or payment of a per diem while participating in NGB activities will not, by themselves, be considered reasonable funding; OR
 - (2) If an NGB does not include a requirement for an Athlete to make fundraising appearances as part of its Participation Agreement as provided in paragraph 1 above, then the NGB may include a requirement that an Athlete make fundraising appearances as part of its Commercial Terms Agreement or a comparable Marketing Agreement, which the Athlete is free to sign or not sign; OR
 - (3) NGBs may enter into an agreement with their Athletes focusing on fundraising appearances as determined between the NGB and their respective Team USA Athletes’ Commission (“Fundraising Agreement”); OR
 - (4) If an Athlete has not signed the NGB’s Participation Agreement for any reason, entered into a Commercial Terms Agreement, or entered into an agreement focusing on fundraising appearances, then the following will apply:

- (a) An NGB may use Athlete NIL from existing owned or licensed content, for fundraising as long as the NGB does not rely too heavily on the same athletes in materials and does not promote a direct relationship between the Athlete and a third party, such as a sponsor of the fundraising event, or other Commercial Use as defined in these Guidelines;
- (b) An Athlete is not required to make an appearance for a fundraising event unless the NGB and Athlete enter into a separate agreement addressing that appearance. An Athlete may make the appearance contingent on receipt of compensation, conversely, an Athlete may also volunteer their time for such appearance.
- (c) An Athlete is always free, but is not required, to volunteer to make appearances for NGB fundraisers.

- b) The Movement Partners further agree to the following with respect to NGB fundraising using the likeness of three (3) or more Athletes: An NGB’s use of three (3) or more Athlete’s NIL in substantially equal prominence (“Group Featuring”) from existing owned or licensed content is permitted regardless of whether the use is Commercial or non-Commercial so long as it creates a connection to the NGB or the NGB Event.

5. **USOPC Fundraising.** The above only applies to NGB Fundraising. Because the USOPC, or its affiliates, do not have the same relationship with Athletes that NGBs have, the USOPC, or its affiliate, is required to compensate athletes for use of their likeness for fundraising. An Athlete may always elect to waive compensation.
6. **USOPC Fundraising.** If the use of the Athlete’s NIL promotes a direct relationship between the Athlete and a third-party, such as a sponsor of the fundraising event, or other Commercial Use as defined in these Guidelines, then it shall be considered a Commercial Use of the Athlete’s NIL and subject to the provisions of Section B on page 16.





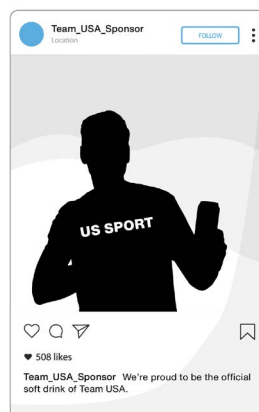
B. Commercial Uses

1. Definition. “Commercial Use” refers to the use of another Movement Partner’s Agreed Upon Rights in a way that promotes a direct relationship between a third-party brand (and/or its services or products) and the Movement Partner.
2. Consideration for Participation in a Commercial Use.
 - a) Because Commercial Use directly implies that the athlete promotes the commercial partner or their products and/or services, compensation is required.
 - b) Consistent with the USOPC Policy regarding NGB Athlete Agreements Compensation for Commercial Uses must be:
 - (1) in a separate agreement from the Participation Agreement; and
 - (2) Voluntary. Declining to sign a Commercial Uses Agreement cannot impact the Athlete’s opportunity to participate in competitions, including NGB Events and USOPC Events.
3. Examples. Sponsorships, endorsement agreements, and merchandise sales involving Agreed Upon Rights.

a) An Athlete is asked to attend an autograph signing at an NGB commercial partner’s location. The Athlete should be compensated for this appearance as negotiated in a separate commercial agreement.

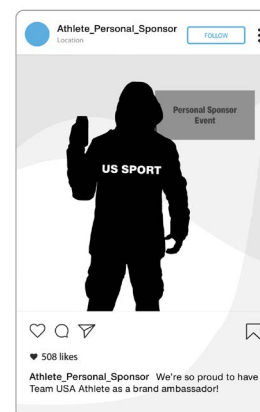


b) A Team USA sponsor wishes to create a social media post that shows athletes in NGB attire. The Athlete should be compensated for this use and the NGB must provide consent for use of their marks and may seek compensation for such use.



NGB must approve use of NGB IP (attire in this example)

b



Athlete may wear jacket if NGB consent is obtained.

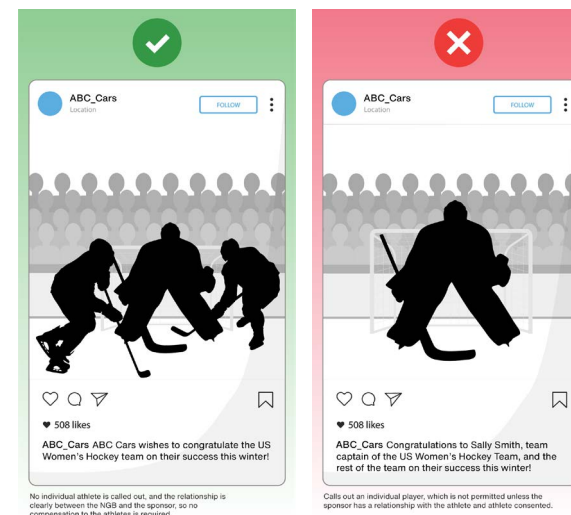
c

- c) Athlete wishes to wear his national team warm-up jacket during an appearance for a personal sponsor. The Athlete must have the NGB’s consent to wear NGB gear.
- d) The USOPC and its partner create trading cards or other consumer products using a photo of an Athlete in her team uniform at the Games. Athletes should be compensated for this use.



e) Athlete authored or authorized book deals with NGB gear on the book cover or promotion of the book. The NGB’s consent to use their intellectual property is required for this use which may require compensation to the NGB.

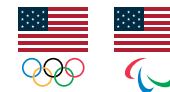
4. The USOPC or NGB may use Athlete NIL, contained in content or images they own, for Commercial Use in a Group Featuring manner, without compensation to the Athletes, so long as the use of the Athlete NIL does not promote a direct relationship between a third-party brand (and/or its services or products) and any individual Athlete.
5. The use of a photo of the women’s ice hockey team (or multiple players in a Group-Featuring manner) as part of a commercial promotion congratulating the team on their medal) maybe leveraged for Commercial Use without compensation to the Athletes.



No individual athlete is called out, and the relationship is clearly between the NGB and the sponsor, so no compensation to the athletes is required.

Calls out an individual player, which is not permitted unless the sponsor has a relationship with the athlete and athlete consented.

6. Athletes may re-share or repost a USOPC or NGB post on social media so long as the athlete does not add commercial language, copy, or other elements to the re-share or repost.



C. Resources

1. For assistance in determining if an opportunity is Commercial or Non-Commercial, Athletes may contact:
 - a) Team USA website: [athlete commercial guidelines](#)
 - b) Athlete Ombud
 - c) Athlete Services
 - d) Team USA AC representative/Team USA AC staff
 - e) Marketing Director or other applicable representative at Athlete's NGB,
 - f) Marketing Director at USOPC
2. Use of Olympic IP – For assistance on the use of Olympic Intellectual Property, Athletes may consult the USOPC's [Brand Usage Guidelines](#)

The screenshot shows the 'Athlete Commercial Guidelines' webpage. At the top, there is a navigation bar with links for 'About Us', 'Our Impact', 'For Athletes', 'People & Careers', 'For NGBs', 'News', 'Donate', and 'Team USA'. Below the navigation bar, the main heading reads 'ATHLETE COMMERCIAL GUIDELINES'. A large image of a female athlete running is featured. Below the image, there is a paragraph explaining that funding comes from U.S. Olympic & Paralympic Sponsors (USOPC Sponsors), and that these sponsors are granted rights to use Olympic and Paralympic trademarks and/or imagery (Marks) for promotion and advertising. The USOPC does not allow unaffiliated third parties (those who have no official relationship with the USOPC or Team USA) to use its Marks commercially. These guidelines are intended to assist athletes in understanding how they may work with commercial entities without giving Non-USOPC Sponsors the improper commercial benefit of associating with the USOPC, Team USA, or the Olympic or Paralympic Games.

DATES EFFECTIVE

The USOPC's Olympic and Paralympic Athlete Commercial Guidelines are effective at all times.

U.S. OLYMPIC & PARALYMPIC TRIALS PARTICIPANT RULES: COMMERCIAL MARKINGS

The U.S. Olympic & Paralympic Trials Participant Rules – Commercial Markings codify USOPC policies and practices related to the use or display of commercial marks at domestic Trials events, and clarify the roles, responsibilities and processes for commercial related grievances. The policy and protocols are designed to prioritize the athlete experience and right to compete at Trials.

While these rules establish clear review processes, they do not determine criteria or procedures for team selection and qualification, which are defined by the NGB and vary by sport. Athletes who are seeking independent and confidential advice may contact the Office of the Athlete Ombuds at ombudsman@usolympic.org.

• [FAQ for Trials Participant Rules – Commercial Markings](#)

GUIDELINES

These Olympic and Paralympic athlete commercial guidelines may be updated by the USOPC at any time. The guidelines were last updated November of 2023.

- A. Commercial use of Marks by USOPC Sponsors and Non-USOPC Sponsors
- B. Olympic and Paralympic Footage
- C. Compliance with Athlete Advertising during Games Blackout Period
- D. Athlete Apparel at Official USOPC functions
- E. Specialized Equipment
- F. Fundraising
- G. Philanthropy
- H. Websites

The cover of the 'United States Olympic & Paralympic Committee Brand Guidebook' is red. It features the USOPC logo at the top left. The title 'UNITED STATES OLYMPIC & PARALYMPIC COMMITTEE' is written in large, white, bold, sans-serif font. Below the title, it says 'BRAND GUIDEBOOK VERSION 1.0 | NOVEMBER 16, 2022'.

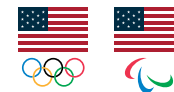
The 'Who We Are' section features a collage of images showing athletes in various sports. A central text block reads: 'We empower Team USA athletes and champion the power of sport.' Below this, another text block states: 'We serve athletes by fostering their well-being and competitive excellence, promoting a culture of inclusiveness, safety, and fairness; in sport and engaging partners to support our athletes and further our movement.'

The 'Brand Idea' section features a photograph of athletes celebrating. The text reads: 'Together with National Governing Bodies, partner brands and donors WE ARE THE TEAM BEHIND THE TEAM.' At the bottom right, there is a 'BACK TO CONTENTS' link.



IV

USOPC Trials/ Tent Pole Event and Program Guidelines



IV. USOPC TRIALS/TENT POLE EVENT AND PROGRAM GUIDELINES

A. USOPC/USOPP Events

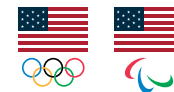
The USOPC/USOPP owns all rights to USOPC/USOPP Events, and any media content captured at these USOPC/USOPP Events and Programs. USOPC/USOPP owned and controlled events (“USOPC/USOPP Events and Programs”), including the Olympic Trials, Paralympic Trials (even if managed by NGB/Local Organizing Committee), and “tent pole events” like the Hall of Fame, Assembly, White House Visit, etc., the Olympic Games and marks as granted by the IOC in the U.S.

Each Athlete will be provided with a Participation Agreement which will include a general media release in order to participate in the USOPC/USOPP Events and Programs. The Participation Agreement will provide that the USOPC/USOPP is free to use Athlete NIL for Non-Commercial Uses, as well as for Commercial Uses, but excluding any use that promotes a direct relationship between a third-party brand and its services or products and any individual athlete unless the USOPC/USOPP first obtains the Athlete’s consent.

B. Venue Requirements

Unless otherwise agreed, NGBs are required to secure Clean Venues if managing a USOPC/USOPP Event on the USOPC’s behalf. For purposes of these Community Guidelines, a “Clean Venue” is a venue in which non-permanent signage within the area of visibility to television cameras is covered or replaced with USOPC/USOPP Event and Program sponsors or event signage, unless otherwise excepted. Any remaining permanent signage is subject to review and approval.





C. Consumer Products Sales at USOPC/USOPP Events

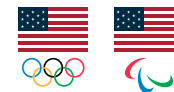
1. The USOPC's merchandise partner, Fanatics, Inc. ("Fanatics") will receive the first right of refusal to operate retail store(s) at the USOPC U.S. Olympic or Paralympic Trials in which case the USOPC/USOPP will retain all revenue from retail sales at the U.S. Trials. This will include the purchase of NGB merchandise from NGB licensees and offering them for sale at the USOPC/USOPP Event.
2. If Fanatics elects not to operate any store at such U.S. Olympic or Paralympic Trials, then NGB may operate an NGB-Branded retail store and make product offerings, and revenues will be shared as follows:
 - a) All merchandise for retail sales on site including Team USA Marks (Team USA Only and Team USA Trials) products must be ordered from USOPC/USOPP Licensees, in which case the NGB will retain all revenue from sales at the U.S. Trials.
 - b) If an NGB has opted into a revenue share separately with a third party, the NGB will receive the revenue share as per that arrangement.
 - c) For NGB-specific items, the NGB will retain all revenue from sales of those items at the U.S. Trials.
3. Consumer Product offerings
 - a) Official USOPC Trials/Event merchandise – produced exclusively by USOPC/USOPP licensee.
 - b) NGB merchandise from NGB Licensee – produced exclusively by NGB licensee.
 - c) Co-branded Team USA – NGB merchandise – produced exclusively by USOPC/USOPP licensee for NGBs that have opted-in (e.g., U.S. Olympic Trials merchandise that includes NGB and USOPC IP).
 - d) Team USA – Athlete-named merchandise – produced exclusively by USOPC/USOPP licensee (for Athletes that have opted-in).
 - e) NGBs may enter into agreements with licensees to produce NGB merchandise or products using NGB Agreed Upon Rights.
 - f) Incorporation of another Movement Partner's Agreed Upon Rights into NGB merchandise requires that other Movement Partner's consent.
 - g) USOPC/USOPP will continue to grow licensing and merchandise opportunities with NGBs and athletes.



D. Cross Promotional Opportunities

The Movement Partners will, where appropriate, explore and discuss opportunities to promote the other Movement Partners and incorporate their Agreed Upon Rights. The Movement Partners will create a promotional calendar (administered and kept up-to-date by USOPC) and collaborate on the promotion of key events. The Movement Partners understand that this cross-promotion effort will not create a direct commercial relationship between the event being promoted and the promoting Movement Partner's commercial sponsor, unless the commercial sponsor enters into a separate agreement. Cross-promotional opportunities can include:

1. Sponsorships
Encouraging sponsors to engage with other Movement Partners
2. Websites
Ad inventory
News/info
3. Social media
e.g., Team USA promotes that an individual athlete is appearing on Dancing with the Stars
e.g., Team USA promotes the next FIS major competition
4. Broadcast
e.g., Tune-in for another Movement Partner's events
e.g., On-air mentions



E. Use of USOPC Event IP by other Movement Party

1. NGBs

- a) Subject to USOPC/USOPP approval (including as permitted under NGB brand extension guidelines), NGBs may use official names and #hashtags to promote the USOPC/USOPP Event, the NGB's involvement with the USOPC/USOPP Event, and other Non-Commercial Uses.
- b) NGBs may not use USOPC/USOPP Agreed Upon Rights from the USOPC/USOPP Event/Program for Commercial Uses except with written approval of the USOPC/USOPP, and the USOPC/USOPP will consider those requests in good faith. The USOPC/USOPP may charge a fee for the use of these USOPC/USOPP Agreed Upon Rights. Any commercial uses of USOPC Event/Program IP must clearly promote the NGB and avoid uses that create an association with the USOPC, Team USA or Team USA sponsors (i.e., a consumer would not be confused and believe it is a Team USA association, as opposed to an NGB association.)
- c) If an NGB elects to provide Athletes with a uniform for use at a USOPC/USOPP Event or the Olympic/Paralympic Games, the USOPC/USOPP may use the NGB provided uniform at the USOPC/USOPP Event both for Commercial Uses and Non-Commercial Uses, subject to the requirements of Section VII of these Guidelines. The USPOC will ensure that all commercial uses clearly promote Team USA, the USOPC, and/or the Olympic & Paralympic Movement and avoid uses that create an association with the NGB or their sponsors (i.e a consumer would not be confused and believe it is an NGB association, as opposed to a Team USA association.)

2. Athletes

- a) Subject to USOPC/USOPP approval Athletes may use official Event names and #hashtags to promote the USOPC/USOPP Event/Program and their involvement in the USOPC/USOPP Event/Program on a Non-Commercial basis.
- b) Athletes may use USOPC-provided imagery from USOPC/USOPP Events and Programs for Non-Commercial Uses so long as:
 - (1) Athletes do not tag any personal sponsors, licensees, or third parties on social posts (except for official Team USA sponsors);
 - (2) Athletes do not authorize any third-party the right to use the images (Note: posting of the image by the Athlete on their own social media page(s) without the addition of a commercial mention does not violate this requirement); and
 - (3) Without the Athlete's consent, Sponsors are not authorized to repost an athlete's post or otherwise imply a commercial association with the athlete through the post (the USOPC will demand it be taken down).
- c) Any Commercial Use of the USOPC/USOPP Event/Program IP requires the written approval of the USOPC/USOPP, which the USOPC/USOPP will consider in good faith and may require a fee. Any commercial uses must clearly promote the Athlete and avoid uses that create an association with the USOPC, Team USA or Team USA sponsors (i.e., a consumer would not be confused and believe it is a Team USA association, as opposed to an Athlete association).

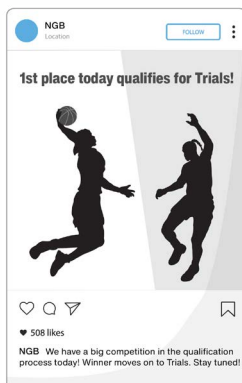


NGB Commercial Guidelines

V. NGB COMMERCIAL GUIDELINES

A. Guidelines

1. Each NGB is encouraged to draft commercial guidelines for NGB Events, NGB sponsorships, and other Agreed Upon Rights, and for the promotion of NGBs and their programs and activities.
2. NGBs will provide Athletes with a Participation Agreement. The Participation Agreement will comply with the [USOPC NGB Athlete Agreement Policy](#) and may include a general media release in order to participate in the NGB Events.
3. The Participation Agreement may state that the NGB will be free to use Athlete NIL for Non-Commercial Uses, as well as for Commercial Uses but excluding any use that promotes a direct relationship between a third-party brand and its services or products and the Athlete NIL unless the NGB first obtains the Athlete's consent.
4. NGBs may also use USOPC/USOPP Agreed Upon Rights for Non-Commercial Uses in connection with the promotion of NGB Events (for example, "Athletes who finish first at this event qualify for the Olympic Trials") and the promotion of the NGB.
5. Athletes must comply with their obligations under NGB commercial guidelines or NGB commercial rights agreements before granting Agreed Upon Rights to a third party.



B. Cross Promotional Opportunities

1. USOPC/USOPP
 - a) NGBs will work in good faith to create cross-promotional opportunities with NGB Events for the USOPC/USOPP, and Team USA sponsors.
2. Athletes
 - a) NGBs will work in good faith to create cross-promotional opportunities with NGB Events for Athletes.



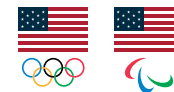
C. Use of NGB Event IP by other Movement Parties

1. The USOPC and USOPP may use NGB Agreed Upon Rights from NGB Events for Commercial Uses only with the prior written approval of the NGB, and the NGBs will consider those requests in good faith. NGBs may charge the USOPC and/or USOPP a fee for the use of these NGB Agreed Upon Rights.
2. Athletes may use NGB Agreed Upon Rights, including but not limited to rights from NGB Events, for Commercial Uses only with the prior written approval of the NGB, and the NGBs will consider those requests in good faith. NGBs may charge the Athlete or the Athlete's sponsor a fee for the use of these NGB Agreed Upon Rights.
3. Any commercial uses of NGB Event IP must clearly promote the other Movement Partner and avoid uses that create an association with the NGB or NGB Event IP (i.e., a consumer would not be confused and believe it is an NGB Event association, as opposed to an association with the other Movement Partner.)



VI

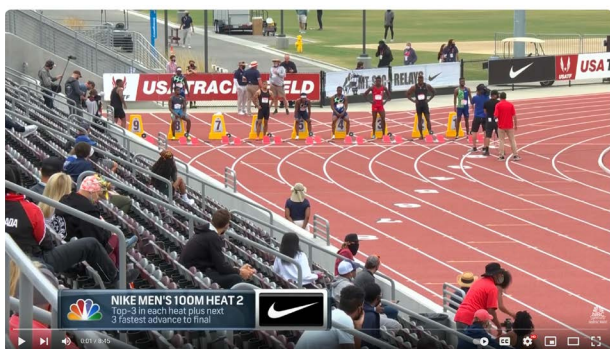
Media



VI. MEDIA

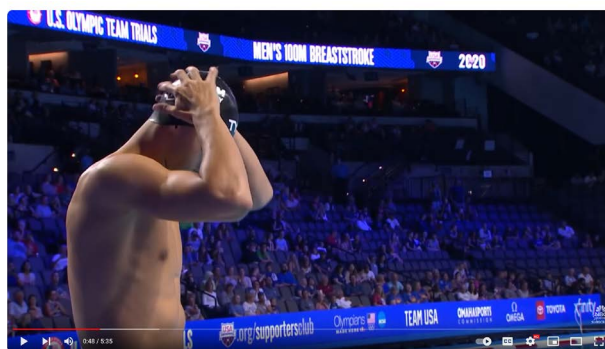
A. USOPC Event Television/Footage

1. NBCU is, as of the date of these Community Guidelines, the USOPC's official broadcast partner for Olympic Games, Paralympic Games, and Trials. The IOC is the owner of Olympic Games footage; the IPC is the owner of Paralympic Games footage; the USOPC is the owner of Trials footage.
2. Access to footage
 - a) USOPC – The USOPC is the exclusive licensee of archival Olympic footage in the United States. Footage licensing requests should be submitted to: Tamera.Reub@usopc.org.
 - b) Olympic Games/Paralympic Games/Trials/USOPC/USOPP Event footage cannot be used by non-Team USA Sponsors for Commercial Uses.
3. The USOPC will authorize NGBs to use Trials footage for Non-Commercial Uses in good faith at no cost, use of Olympic footage is subject to the terms set forth by the IOC. NGBs will be required to submit a formal request. Although the USOPC can waive its share of IOC-determined fees for use of Olympic footage, whether the IOC charges the NGB its share of such Olympic footage fees is at the IOC's discretion.



B. NGB Event Television/Footage

1. NGBs have individual distribution agreements with different broadcasters for NGB Events. A comprehensive list of current distribution partners can usually be found on the NGB's website or by contacting the NGB directly.
2. NGBs own the media rights to NGB Events.
3. The Movement Partners may use footage from an NGB Event for Non-Commercial Uses only, subject to NGB approval. Any use of footage from an NGB Event for Commercial Uses requires written approval of the NGB, and the NGB will consider such requests in good faith. The NGB may charge a fee for the Commercial Use of these NGB Agreed Upon Rights. Any commercial uses of NGB Event IP must clearly promote the other Movement Partner and avoid uses that create an association with the NGB Event IP (i.e., a consumer would not be confused and believe it is an NGB Event association, as opposed to an association with the other Movement Partner.)



C. Olympic-Themed Programming and Blackout Period

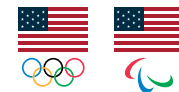
During the Blackout Period, the USOPC will not authorize or license the broadcast and exhibition of any Olympic Themed Programming in the United States by any third party other than by a) National Olympic Committees and International Sports Federations and b) OCOGs, in each case, solely for broadcast and exhibition on their respective owned and/or operated platforms. The Blackout Period begins three (3) weeks before the commencement of the Games and concludes thirty (30) days following the conclusion of each of the Olympic Games/Olympic Winter Games.





VII

Guidelines on Use of Team Uniforms



VII. GUIDELINES ON USE OF TEAM UNIFORMS

A. Development and Ownership Team Uniforms

1. Under the Olympic Charter, the USOPC is responsible for developing team uniforms to be worn during the Olympic and Paralympic Games. Likewise, the USOPC is responsible for developing team uniforms to be worn during the Pan Am and Para Pan Am Games.
2. The USOPC grants the first option to develop the Team Uniforms for a particular sport to the NGB for that sport.
 - a) If an NGB exercises this option, the uniform will be referred to as the NGB Developed Uniform, and the NGB will be:
 - (1) Responsible for the design, development, production, and distribution of the NGB Developed Uniform for that sport worn at events including the Olympics, Paralympics, and Pan Am Games.
 - (2) Responsible for all costs associated with the NGB Developed Uniform for that sport.
 - b) If an NGB declines this option by no later than 18 months prior to the Games, then the USOPC will produce the uniform, it will be referred to as the NOC Developed Uniform, and the USOPC will be:
 - (1) Responsible for the design, development, production, and distribution of the NOC Developed Uniform for that sport.
 - (2) Responsible for all costs associated with the NOC Developed Uniform for that sport.
 - (3) Entitled to retain all revenues generated in connection with the NOC Developed Uniform for that sport.

- (4) An NOC uniform cannot be used by the Athlete or an NGB for commercial purposes without the USOPC consent.

Example: An NGB may invite an athlete to speak at an NGB fundraiser. The NGB cannot promote the fundraiser with the image of the athlete in an NOC Developed Uniform without the USOPC's consent, and athletes should be provided attire guidelines that do not include articles from the NOC Developed Uniform.





B. Team USA Sponsor/Licensee Use of NGB Developed Uniform at Olympic and Paralympic Games or USOPC/USOPP Events and Programs

1. Official Olympic Games images.
 - a) Under the IOC Charter and other IOC Guidelines, the USOPC/USOPP is entitled to grant Team USA sponsors the right to use images from the Olympic and Paralympic Games for Commercial Uses; however, any use that creates a direct commercial association between the Athlete and any product or service requires approval from the Athlete(s) who appear in the images.
 - b) NGBs who have exercised their option to develop the Team Uniform grant the USOPC/USOPP the royalty-free right to use images that include the NGB Developed Uniform appearing in Olympic Games images. For clarity, this means that NGBs will not receive compensation from the Team USA sponsors or approval rights for the use of these images, including in consumer goods.
2. USOPC Event images.
 - a) If an NGB elects to provide Athletes with a uniform for use at a USOPC/USOPP Event, the USOPC/USOPP may use content captured at the USOPC/USOPP Event which may contain the NGB Developed Uniform at the USOPC/USOPP Event both for Commercial Uses and Non-Commercial Uses.
 - b) For clarity, this means that NGBs will not receive compensation from Team USA sponsors or approval rights for the use of these images, including in consumer goods.
 - c) The USOPC will ensure that all commercial uses clearly promote Team USA, the USOPC, and/or the Olympic & Paralympic Movement and avoid uses that create an association with the NGB or their sponsors (i.e. a consumer would not be confused and believe it is an NGB association, as opposed to a Team USA association.)
3. Creating or Re-Creating Images of the Games.
 - a) Under IOC Guidelines, Team USA sponsors may not alter images from the Olympic Games. For this reason, Team USA sponsors from time-to-time desire to recreate images from the Olympic Games.
 - b) The NGBs recognize that USOPC/USOPP and their sponsors may recreate images from the Olympic or Paralympic Games using NGB Developed Uniforms with no fee due to the NGBs, provided that the images closely resemble actual images of the Games such that the average consumer is likely to believe the images were taken at the Games.
 - c) When a sponsor exercises rights under subparagraphs a) or b) above, the USOPC will notify the NGB in advance when it is aware in the ordinary course of business, provided that inadvertent failure to do so shall not be considered a violation of these Guidelines.





B. Team USA Sponsor/Licensee Use of NGB Developed Uniform at Olympic and Paralympic Games or USOPC/USOPP Events *(continued)*

4. Use of Competition Imagery Other than USOPC/USOPP Events.

a) In the event that a Team USA sponsor desires to use any imagery other than from a USOPC/USOPP Event that includes the display of NGB Developed Uniforms, the Team USA sponsor must first receive approval from the NGB that owns the rights to such NGB Developed Uniforms, which approval will be in the NGB's discretion and may require consideration to be paid to the NGB. The Team USA sponsor must acquire rights to such imagery from the owner of that imagery.

b) In obtaining this approval from the NGB, the USOPC and USOPP will facilitate a process that encourages a relationship between the Team USA Sponsor and the NGB.

(1) The most preferred relationship involves the USOPC/USOPP encouraging the Team USA sponsor to become a sponsor of the NGB, which would include the right

to use images involving the NGB Developed Uniform or another NGB uniform. The USOPC will encourage a USOPC/USOPP sponsor to become an NGB sponsor and to promote this option over the other two options set forth below.

(2) In the event that a USOPC/USOPP sponsor does not enter into sponsorship of the NGB, then the second most preferred option will involve paying a one-time licensing fee for a predetermined term to the NGB in return for the right to use and display images involving the NGB Developed Uniform or another NGB uniform. The USOPC and USOPP will promote this option over the third option below.

(3) In the event that the USOPC/USOPP does not reach an agreement with a sponsor to pay an NGB a one-time licensing fee, then the sponsor may use a Generic Uniform Option discussed in subsection c) below. The parties agree, however, that the Generic Uniform Option may not be used in connection with

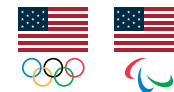
an image from an NGB Event unless otherwise agreed in writing by the NGB.

(4) In the event that the USOPC/USOPP does not reach an agreement with a sponsor to pay an NGB a sponsor fee nor a one-time licensing fee, and the sponsor also does not wish to use the Generic Uniform Option discussed in subsection c) below, a sponsor may create a uniform using one of the USOPC/USOPP identified vendors. The Movement Partners recognize that this fourth option is the least preferred option. The USOPC/USOPP will notify the NGB when a sponsor chooses to use this fourth option and the NGB's feedback will be considered in good faith before the USOPC/USOPP approves the production of such apparel.

c) **Generic Uniform Option.** The purpose of a generic uniform option is to avoid ambush marketing of an NGB's Agreed Upon Rights while allowing the USOPC/USOPP partner and the Athlete to highlight their Team USA association (the "Generic Uniform Option"). The Generic Uniform Option must include the following elements:

- (1) Use the same graphical design across all sports;
- (2) Use of "Team USA" and not solely "USA" on the Generic Uniform;
- (3) Can be basic colors (can use Red/White/Blue);
- (4) Will not look substantially similar to the most recent NGB Games Developed Uniform, other current NGB Uniforms, or any iconic uniform for a particular sport that is widely recognized by fans of that sport (for example, without limitation, this would include the hockey jersey for the 1980 Olympic Hockey Team, the 1992 Dream Team, etc.), (collectively the "Protected NGB Uniform");





B. Team USA Sponsor/Licensee Use of NGB Developed Uniform at Olympic and Paralympic Games or USOPC/USOPP Events *(continued)*

- (5) The USOPC/USOPP will not approve the re-creation of a specific NGB event with the use of the Generic Uniform Option. For clarity, the re-creation of a sporting event that does not include a similar look and feel of the NGB event but is generally identifiable as a sporting event in that discipline, will not constitute a violation of this section.
- (6) The USOPC/USOPP will develop a “Look Book” that incorporates the proposed Generic Uniform Option that Team USA sponsors may use. In developing the Look Book, NGBs will have the opportunity to review and comment on the proposed Generic Uniform Option a reasonable amount of time prior to publication of the Look Book to sponsors, and the USOPC/USOPP will review all comments in good faith and make updates as needed. In addition, the USOPC/USOPP will not update the Look Book or make material changes to the Generic Uniform Option in the Look Book without giving NGBs the opportunity to review and comment on the proposed update or changes according to the process described above.
- d) As an alternative to the Generic Uniform Option, a Sponsor may create its own uniform to be worn by an Athlete (“Sponsor Uniform”). The Sponsor Uniform remains subject to USOPC/USOPP approval. Sponsor will be required to submit physical samples to the USOPC/USOPP for review and USOPC/USOPP will provide notification to relevant NGB(s). If the proposed Sponsor Uniform design is too similar to a Protected NGB Uniform (i.e., the consumer is likely to be confused as to the source or origin of the uniform), then the USOPC/USOPP will reject the proposed Sponsor Uniform.
- e) Recourse for NGBs. In the event that an NGB does not agree with the USOPC/USOPP’s approval of a Sponsor Uniform, the NGB will notify the USOPC/USOPP of the disagreement, and these Movement Partners will communicate on possible solutions and cooperate in working out a resolution to the NGB’s objections.
- (1) If a Sponsor does not obtain USOPC/USOPP approval, or if the Sponsor does not comply with the terms, conditions, and elements required by the USOPC as part of its approval (for example, the Sponsor uses USA and not Team USA on the Sponsor Uniform), then the USOPC, USOPP and/or the NGB may enforce their Agreed Upon Rights under intellectual property laws, and the USOPC, USOPP, and the NGB will reasonably cooperate in this enforcement.
- f) Athletes may use Personal Performance Gear (“PPG”) of their choice while in the field of play, in accordance with USOPC Guidelines. However, the USOPC Guidelines do not apply to the look of the PPG, and Athletes must comply with these Commercial Guidelines where the PPG is part of a National Team Uniform.

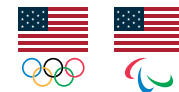


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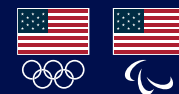
VIII

Annual Meetings



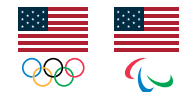
VIII. ANNUAL MEETINGS

- A. Representatives of the Movement Partners will meet at least once per year and hold other meetings as requested by one or more of the Movement Partners. The representatives at these meetings will include two or three representatives from NGBs, and representatives from each of the USOPC, the USOPP, and the Team USA Athletes' Commission. USOPC will administer such meetings.
- B. The agenda for such a meeting will be as agreed upon by the Movement Partners.
- C. Annual Partner Summits/Meetings. USOPP will include NGBs in Partner Summit events and facilitate introductions to Team USA partners.



IX

Enforcement of These Community Guidelines



IX. ENFORCEMENT OF THESE COMMUNITY GUIDELINES

- A. The Movement Partners will cooperate to enforce the rights identified in these Community Guidelines against third parties.
- B. Where a Movement Partner has violated these Community Guidelines, the Movement Partners will cooperate with each other in good faith to find a resolution that honors the Guiding Principles and the Community Guidelines.
- C. The Movement Partners will work together to prevent ambush marketing of the other Movement Partners, as such marketing can adversely impact the entire Movement.
- D. The Movement Partners acknowledge Team USA AC does not represent all Team USA Athletes and does not have the ability to contractually bind all Athletes to these Community Guidelines. The Movement Partners will work together on how to inform all athletes of their rights and those of the other Movement Partners.



Educational Programs



X. EDUCATIONAL PROGRAMS

The Movement Partners will work together to develop materials and deliver educational programs to help all Movement Partners understand these Community Guidelines.