

6.28 Sponsorship

Title:	Sponsorship
Document Number:	6.28
Last Review Date:	June 2024
Next Review Date:	June 2025
Responsible Portfolio:	Partnerships
Authority:	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 INTRODUCTION

This Policy seeks to set out principles to guide the development of sponsorships across the SLS organisation for both internal SLS Entities (SLSA, State Entities, Branches and Clubs) and external organisations who choose to work with SLS. It also aims to minimise and manage any conflicts between SLS Entities.

2 DEFINING SPONSORSHIP

Sponsorship is a commercial arrangement in which a sponsor provides a contribution in cash or value in kind (contra) to SLS in return for certain, agreed, benefits.

Sponsorship is not philanthropic. A sponsor expects to receive a reciprocal benefit or value beyond an acknowledgement.

3 REPUTATION

Considerable care must be taken in determining who is a suitable sponsor to protect the reputation and image of SLS.

Sponsors with whom SLS enters relationships must be reputable and hold good standing in the community. They should be commercially sound, be ethical in their business activities, operate in good faith, maintain good governance and disclosure procedures, have clear accounting procedures and strong balance sheets. Such organisations must reflect the vision, mission and values of SLS.

If a proposed sponsor does not reflect the vision, mission and values of SLS, then SLS will not enter into any sponsorship arrangement.

4 INTELLECTUAL PROPERTY

Sponsorship arrangements with external organisations may include SLSA (or other SLS Entity) granting benefits to the sponsor in respect to SLS IP rights.

All rights in SLS IP (as defined in SLS Policy 6.01) are owned by SLSA. SLSA is responsible for managing and controlling the use of SLS IP on behalf of the SLS movement as a whole. As the owner of SLS IP, but subject always to this Policy and Policy 6.01, SLSA has the exclusive legal right to exploit, use, license and/or sell SLS IP.

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 in respect of such use.

Where SLSA wishes to use SLS IP nationally (across State boundaries) it will consult with each State Entity in respect of that proposed use to ensure the proposed use does not cause any conflicts or concerns for State Entities. Should any State Entity disagree with a proposed use then the use will not proceed until agreement is reached. Any monies derived from a national sponsorship (whether consideration for use of SLS IP or otherwise) will be distributed as per the approved agreement in collaboration with State Entities.

5 TERRITORY

SLSA owns the rights to most SLS IP in Australia only. Certain SLSA trademarks have global protection.

6 ROLES AND RESPONSIBILITIES

The SLSA Executive Management Group (EMG) sets a list of agreed industries where partnerships and sponsorships cannot be entered into and what categories are considered National priority. This list is then submitted to the SLSA Board for endorsement. Once endorsed by the SLSA Board the list is attached as an appendix to this policy and made available to the State Entities through the Commercial Working Group and will be reviewed annually.

Any non-adherence must be escalated to the relevant entity for appropriate action (eg, termination or non-renewal of contract). The relevant entity for escalation for club or branch partnerships is the state entity. For state-wide partnerships, the relevant entity is SLSA via the Commercial Working Group.

7 GENERAL SPONSORSHIP

Each level of SLS: SLSA, State Entity, Branch and Club has its own suite of activities, events and programs which may attract sponsorship. Each SLS Entity must adhere to this Policy to maintain and protect the reputation of SLS.

- All national sponsorships will be managed by SLSA. SLSA secures and manages national partnerships in collaboration and with support from the State Entity.
- All State sponsorships will be managed by the relevant State Entity.
- All Branch sponsorships will be managed by the relevant Branch.
- All Club Sponsorships will be managed by the relevant Club.

SLSA, State Entities, Branches and Clubs must, in good faith, discuss and disclose to each other all sponsorships they hold to ensure:

- a. that sponsorships are in line with SLS vision, mission and values;
- b. there are no conflicting sponsorships;
- c. if there are conflicting sponsorships that these are managed by the parties; and
- d. that the sponsorships are leveraged to the maximum extent possible.

A Branch or Club must seek and obtain permission from the relevant State Entity's Chief Executive Officer prior to engaging in any sponsorship to ensure there are no conflicts, or the

potential to conflict, with any sponsor of a State or National Entity prior to entering into any such arrangement.

8 COMPETITION SPONSORSHIP

The below provides details around the promotion of sponsors at SLS Surf Sports events.

8.1 Team Events

A Team Event is contested by more than one competitor from the same club or lifesaving unit who may either complete an event or race together as a discrete unit or separately. This includes all national, state and branch championships and club carnivals.

8.2 Individual Events

An Individual Event shall be contested by a single competitor. There can be no substitution of individuals in an event or between rounds.

The rights associated with the above 2 categories are as follows:

- Sponsorship levels with different rights associated. For example:
 - Naming Rights;
 - Partner; and
 - Supporter/Sponsor;
- Competition lycras/clothing;
- Beach & water signage;
- Crowd Control banners, feathers, buoys, turning cans, tents, finish tape, finish arch, media backdrop;
- Officials clothing;
- Infrastructure at the event; and
- Activation opportunities.

8.3 Licensed Events

Only SLSA, and/or Surf Sports Australia operating under the authority of SLSA, can license/endorse events to be conducted and promoted at a national level.

A State Entity can license an event to be conducted and promoted within its State only. It is the responsibility of each licensing SLS authority to inform all other SLS entities in a timely manner of proposed and approved events. Events may be licensed if they meet the following conditions:

- adequate safety procedures are in place;
- proposed sponsors as per clause 3 of this policy;
- timing does not conflict with other major events in that State, unless approved by the relevant State Entity;
- adequate funds are provided to the host club as well as to SLSA and/or the relevant State Entity to help fund lifesaving programs. (As a guideline, around 15% of the total sponsorship or 25% of the prize money should go to surf lifesaving);
- the event will not harm SLS' reputation or image; and
- sponsors of licensed events can only have rights to and for that specific event.

8.4 Compliance Information

Any level of surf lifesaving which transgresses the principle related to defined marketing territories may be subject to disciplinary action in accordance with SLSA's judicial procedures.

All penalties related to competition will not affect an individual's ability to continue community service and patrol duties (ie, non-competitive activities).

8.5 Personal Sponsorships

Competitors must abide by the Personal Sponsorship guidelines that are associated with each individual event. This includes references to event sponsor categories (that may have exclusive rights within each event) and event sponsor branding required whilst competing. Personal Sponsorship guidelines are listed in the Event Entry circular relevant to each individual event.

8.6 National Athlete Sponsorships & Ambassadorships

Athletes that are considered to be Elite or National level Athletes (including IronMan and IronWomen competitors) are to declare any sponsorship or ambassadorship opportunities to SLSA prior to an agreement being entered into, specifically in relation to National Sporting Events or where SLSA IP is mentioned and included in any agreement.

Further, any use of SLSA Intellectual Property, branding, imagery or digital recordings **must** be approved by SLSA. Failure to obtain permission from SLSA can result in a breach of this policy.

9 BREACH OF CONTRACT

Any breach of a sponsorship agreement should be managed by the relevant contracting SLS Entity in accordance with the terms of the sponsorship agreement. If an SLS Entity becomes aware of a possible contract breach or infringement of SLS IP or other action by any third party which may prejudice the interests of SLS, it should notify SLSA or their State Centre as soon as practicable.

10 POLICY BREACH

SLSA encourages all Members to report any activity which is perceived to have breached this policy. If you believe there has been a breach of this policy, please report and submit details of the alleged breach by going to complaints.sls.com.au.

Concerns or queries with respect to this policy can be made to SLSA Media by submitting a complaint above or through email: media@slsa.asn.au.

11 RELATED DOCUMENTS

- 5.11 – Competition Manipulation and Wagering Policy
- 6.01 – Intellectual Property Policy
- 6.20 – Social Media Policy