

LONDON CYCLE HIRE SCHEME AGREEMENT

Schedule 38 – 2012 Games – No Marketing Rights

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1 Introduction

This Schedule 38 sets out each Party's obligations in respect of the any form of marketing and/or publicity of the Games.

2 No Marketing Rights

2.1 TTL has no right to grant any rights in respect of the Protected Marks or any trade marks, trade names, logos or other intellectual property rights of the ODA (including for the avoidance of doubt the name, "**the Olympic Delivery Authority**", and the Service Provider hereby acknowledges that it shall not, by this Agreement, acquire any right, title or interest in the Protected Marks or any right to associate itself with the Games Bodies, the ODA or the Games (whether prior to, during or after the Games take place).

2.2 The Service Provider shall not:

- (a) undertake any form of Ambush Marketing;
- (b) use any trade marks, trade names or logos so resembling the Protected Marks as to be likely to cause confusion with the Protected Marks; or
- (c) cause or permit anything to be done which might damage or endanger the validity or distinctiveness of, or the goodwill in, the Protected Marks or other intellectual property rights of any Games Body.

2.3 The Service Provider shall not, and shall draw to the attention of Service Provider Personnel and Sub-Contractors that they shall not, without the prior written approval of LOCOG in each case:

- (a) represent, directly or indirectly, that any product or service provided has been endorsed or approved by or in any way associated with the Games or any Games Body; or
- (b) use in advertising, publicity or any other communication, whether written, electronic or any other means any Protected Mark, the name of any Games Body, or of any of its directors or employees.

2.4 In relation to any of the Service Provider's own suppliers, contractors or agents who provide goods or services in relation to this Agreement (each an "**Associated Party**"), the Service Provider shall take the following steps to prevent each Associated Party from carrying out any of the activities described in paragraphs 2.1 to 2.3 above (the "**Prohibited Activities**"):

- (a) draw the Prohibited Activities to the attention of each Associated Party;

- (b) diligently monitor the marketing and other activities of each Associated Party and immediately notify LOCOG, providing full written particulars, as soon as it becomes aware that an Associated Party is carrying out, has carried out or plans to carry out any of the Prohibited Activities;
- (c) if requested by TTL Personnel procure that the Associated Party signs a deed in favour of LOCOG in a form to be provided by TTL Personnel; and
- (d) subject to paragraph 2.5 below, provide such assistance as is reasonably required by LOCOG to help it prevent or stop an Associated Party from carrying out a Prohibited Activity.

2.5 Unless expressly instructed to do so under paragraph 2.4(d) above:

- (a) the Service Provider shall not bring any claim, proceedings or other action against an Associated Party in relation to the Prohibited Activities; and
- (b) LOCOG shall:
 - (i) have the conduct of all claims related to the Prohibited Activities; and
 - (ii) be entitled to retain any damages, expenses or other amounts awarded in respect of any such claim;

provided that the Parties agree that in no circumstances will LOCOG be obliged to bring or defend any such claim and LOCOG in its sole discretion may decide what action (if any) to take regarding any such claim.

2.6 LOCOG (and after its dissolution, an appropriate Games Body) shall have the right to enforce the terms of paragraphs 2.1 to 2.5 above and the Service Provider acknowledges the provisions therein are of such importance to LOCOG that damages may not be an adequate remedy for breach of paragraphs 2.1 to 2.5 above by the Service Provider and that injunctive relief may be a more appropriate remedy.

2.7 The Service Provider hereby acknowledges that all Games Venues must be clean of all advertising, marketing and other branded materials, other than such materials approved by LOCOG, and, to the extent that it is relevant to this Agreement, the Service Provider shall follow the reasonable instructions of LOCOG in this regard.

2.8 This Schedule 38 shall continue to apply after termination of the Agreement without limit of time (except in the case of paragraph 2.7 above which shall only apply until the end of the Games).

2.9 Notwithstanding Clause 74 (*Contracts (Rights of Third Parties) Act*), a Games Body may enforce the terms of this Schedule 38 in accordance with the Third Parties Act.