

RULES FOR COMPETITIONS

APPENDIX — FENCERS' PUBLICITY CODE

Application 1st Jan 2016 unless otherwise stated

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FENCERS' PUBLICITY CODE

CHAPTER I. GENERAL PRINCIPLES AND THE RELEVANT TEXTS

- p.1.** For all **Olympic and pre-Olympic competitions**, only the rules of the Olympic Charter are applicable, particularly Rules 26 and 53 and the texts on how they are to be applied.
- p.2.** This present code applies, under the terms of the IOC rules, to **all international fencing competitions**, whoever is responsible for the organising of them (FIE, national federation).
- p.3.** Advertising **in the places where fencing takes place** is the responsibility of the organisers.
It is permitted by the FIE to the extent that, in the opinion of the Directoire Technique, it does not inconvenience the fencers, the judges or the public.
Television requirements must be respected.

CHAPTER II. COLLECTIVE ADVERTISING CONTRACT

p.4. The parties

A collective advertising **contract** is agreed between:

1. **The sponsor**, a commercial, industrial or philanthropic concern which proposes to support, under certain conditions, a team, a group of fencers, a club, a regional organisation, a federation or the organiser of a tournament.
2. **A sports organisation** officially recognised according to the norms laid down by the FIE or a national federation.
 - a) A contract for the **exploitation of an image** (cf. p.11.1, below) may only be entered into by the FIE, the national Olympic Committee or the national federation of the team concerned (cf. Rule 26 of the IOC).
 - b) A contract for **publicity materials** to be worn (cf. p.12, below) may be entered into by the FIE, the national Olympic Committee or the national federation.
 - c) An organisation may only enter into a contract within its own competence. **In any case of conflict** between different contracts, the order of priority is the FIE, then the national federation. In the context of the Olympic Games, arrangements made by the International Olympic Committee take priority over those made by a national Olympic committee, the FIE and the national federation.
 - d) A sports organisation as organiser of a sporting event may invite any kind of sponsor to support the event, as long as its activity is not in contradiction with the FIE rules and the Olympic Charter.
3. **A fencer may only enter** into an individual advertising contract or receive payment relating to advertising if this is done with the agreement of his national federation, in accordance with the arrangements laid down in Chapter III, below.

p.5. Procedure

1. **The contract** must be drawn up in writing, signed by the parties and accepted by the fencers concerned.
2. **National federations** are responsible to their national Olympic Committees and to the FIE for seeing that contracts entered into by regions and by clubs are within the Rules, and may approve these contracts or lay down procedures for checking them.
3. **In any case of litigation** or breaking of the Rules, the FIE may demand all relevant details from the national federation, including the contract itself with the exception of the economic and financial clauses.

p.6. Position of the fencer

1. No fencer may be made to take part, **against his will**, in an advertising contract, even one in which there is an exclusivity clause.
2. No fencer may be **omitted** from selection or from a sporting activity solely because he does not wish to take part in any advertising activity.

3. A fencer may be **refused a share in a grant** (for travel, maintenance, equipment, etc.) which is financed by an advertising contract to which he does not wish to be party.
4. A fencer who has been selected **may not refuse** to wear and use uniform equipment specified by his Federation for the whole of the national team at any competition.

CHAPTER III. INDIVIDUAL CONTRACT

p.7. Principle

A fencer may **bind himself contractually** to a firm or an institution capable of helping him — including financially — in his preparation, but only with the specific written agreement of his federation.

p.8. Restrictions

The contract may only relate to the use of the **image of a fencer** and it may not contain any provision relating to the method of training of a fencer or to the choice of competitions in which he fences. To be approved by the national federation concerned, the contract must expressly mention that the demands of the federation or of the club **take priority systematically** and in all circumstances over those of the firm or the institution with whom the contract has been signed.

CHAPTER IV. SPECIFIC REGULATIONS

Marks

p.9. Definition

The **mark** is the name or badge which identifies the origin, the manufacturer or the seller of a particular piece of the fencer's equipment.

As soon as the mark exceeds the normal or authorised dimensions, it becomes **an advertisement** and comes under the jurisdiction of the regulation below (cf. p.12).

p.10. Position and sizes

1. The articles of the fencers' **equipment** may carry the following visible marks:
 - a) **Mask** One mark, maximum size **12.5 cm²**, on the rear of the spring
 - b) **Jacket** One mark at the bottom of the jacket on the hip on the side of the non-sword arm, maximum size **30 cm²**
 - c) **Trousers** One mark at the bottom of the **trouser leg**, on one side only, maximum size **30 cm²**
 - d) **Socks** One mark on each **sock**, maximum size **10 cm²**
 - e) **Shoes** The name of the brand on each shoe, maximum **10 cm²**, or the normal badge or insignia (e.g. bands)
 - f) **Glove** **One mark: maximum size: 10 cm². If the mark is fixed on the glove as a label (glued or sewn), it must be on the cuff.**
 - g) **Weapon** **Maximum size: 2.5 cm²**
 - h) **Electric Jacket** **One mark at the bottom of the jacket on the hip of the non-sword arm side. Maximum size: 30 cm².**
2. The article of equipment may not have any distinctive **mark** (band, design, border, etc.) other than those authorised above.
3. **Ancillary equipment** may carry the following manufacturer's marks:
 - a) **Tracksuit** The normal mark as it appears on all articles by the same manufacturer (e.g. bands for Adidas) and one badge, maximum size 10 cm x 10 cm, on the left-hand side of the chest or the name, maximum size 10 cm x 4 cm, on the left-hand side of the chest
 - b) **Fencing bag** No limitation
 - c) **Sports bag** No limitation

p.11. Exploitation of the fencer's image

1. Definition

This heading concerns advertising contracts which propose:

- a) exploitation of the **presence** of a fencer;
- b) exploitation of the **name** of a fencer;
- c) exploitation of the **picture** of a fencer;
- d) exploitation of **things said** by a fencer;

- e) exploitation of a fencer's **performance**;
- f) any other exploitation of the **image** or **fame** of a fencer for publicity purposes.

2. Regulations

The measures outlined above (cf. p.4, p.5, p.6) are **alone** applicable, as are Article 8.1.1 of the FIE Statutes and Rule 26 of the IOC.

p.12. Advertising which is worn or carried

1. Definition

- a) **Advertising worn or carried** refers to any name or badge other than the mark of the manufacturer or seller of the equipment in question (cf. p.9) which appears on a fencer's main or ancillary equipment.
- b) A mark which is larger than the sizes which are usual or laid down above (cf. p.10) constitutes **advertising**.
- c) All advertisements **contrary to the law** of the country in which the competition is taking place are forbidden.

2. Fencing clothing and equipment

- a) If a federation and/or a fencer have signed a **sponsorship contract** with a commercial or other company, the logo of that sponsorship partner, maximum 125 cm² in size, may be fixed at the top of the sleeve of the non-sword arm of the fencing jacket, on the side of the breeches (left or right) or on the socks. At sabre a logo may not be worn on the sleeve.

The sponsor's logo may be displayed on each side of the mask. Maximum size: 100 cm² on each side of the mask.

- b) A fencer may not display more than **five** such logos. The **total surface area** of all these logos added together must not exceed 500 cm².

3. Tracksuits and clothing

- a) **On national federation tracksuits** one advertisement is allowed, on the back between the shoulders:
 - i. either **one line**, not exceeding 10 cm in height;
 - ii. or **one badge**, not exceeding 15 cm x 15 cm.
- b) The **logo of the sponsorship partner** of the federation or chosen for the weapon concerned may furthermore be affixed horizontally on the front right-hand side of the tracksuit. The surface area of this logo may not exceed 50 cm².
- c) In addition, if a fencer has signed a sponsorship contract with a commercial or other company, the official tracksuit may display the **same logos** as the fencing clothing.
- d) At the World Championships, only **national federation tracksuits** may be worn (cf. p.12.3 a)).
- e) At **other competitions** (except on the podium at World Cup competitions), advertising on tracksuits, bath robes and any other clothing **is unrestricted** and is only limited by the consent of the national federation to which the fencer belongs.

4. Ancillary equipment

Advertising on fencing bags and sports bags is **allowed** without limitation.

5. Television

- a) When a competition is being **televised**, the requirements of the television company are paramount, within the limits of the regulations described above.

CHAPTER V. PENALTIES

p.14. Individual contract (cf. p.7, p.8)

In the case of **failure to observe** the rules relating to an individual contract the penalty is the suspension of the fencer concerned. Should the fencer, at the end of the period of suspension, again break these rules, he loses his amateur status and his licence is withdrawn. See the Disciplinary Code of the FIE (Chapter VII of the FIE Statutes).

p.15. Mark not conforming to the regulations (cf. p.10.1.a)–g))

Obligation to **change** immediately the article of equipment and **warning**, then **application of penalties** as provided for in Articles t.114, t.118, t.120/third group.

p.16. Advertising on clothing (cf. p.12.2.a)–b))

Obligation to **change** immediately the article of equipment; and **application of penalties** as provided for in Articles t.114, t.118, t.120/third group or t.108.

p.17. Advertising not conforming to the Rules or not authorised

(cf. p.12.3.a)–e))

1. Obligation to **remove** the offending article from view, and a **warning**.
2. In the case of a **repetition** of the offence during the competition, **application of penalties** as provided for in Articles t.114, t.118, t.120, third group.

p.18. Leg-bands and self-adhesive badges (cf. p.13.1, p.13.2)

1. A fencer who **refuses to wear** the leg-band or badge, when its wearing has been duly announced beforehand, will be excluded from the competition and will not appear in the overall classification of the event.
2. If the leg-bands or badges do not **conform with the rules**, the organisers must withdraw them; if they fail to do so, they are liable to a fine of \$500, payable to the national federation.
3. If it is a competition which counts towards the **World Cup** (Category A), the fine is US \$1500 to the FIE and the competition automatically loses its Category A status for the following year.
4. In the case of a **repetition** of the offence within the following five years, the fine is doubled and the competition will not appear on the International Calendar for three years.

p.19. Image advertising (cf. p.11)

Penalties

1. The **first offence** concerning exploitation of the fencer's image other than by a properly drawn up contract is penalised by a warning from the national federation or the FIE.
2. The **first repetition** is penalised by a suspension of six months.
3. The **second repetition** is penalised by a suspension of one year.
4. Any **subsequent repetitions** are penalised by a suspension of two years for each offence.

p.20. Offence

1. The fencer concerned is assumed to be at fault.
2. If the fencer **denies his responsibility** for the offence, he must give the FIE every authority to proceed with the necessary investigations and must cede to the FIE his rights to act against the party guilty of misuse of his image. If he does not, point 1 above automatically applies.

p.21. Competence and procedure

1. The Disciplinary Commission of the FIE is the body of the FIE competent to deal with these matters — see the Disciplinary Code of the FIE (Chapter VII of the FIE Statutes).
2. The FIE will notify the national federations of all penalties that have become definitive.