

# Sponsorship Policy for Master Licence Agreement Licensees



## Operating Policy

### Purpose

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The purpose of this policy is to provide the terms which a Licensee may promote and activate its sponsor relationships during its hiring period.

This is to ensure clear guidelines that strike a balance between the needs of our Licensees to acknowledge their own sponsors at their events and the exclusive rights of Arts Centre Melbourne's Partners.

### Scope

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This policy applies to all licensees of an Arts Centre Melbourne Master Licence Agreement (MLA).

### Procedure

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#### 1 Guiding Principles

- 1.1 As a heritage building and a performing arts centre of international significance, Arts Centre Melbourne must maintain certain standards of presentation at the site.
- 1.2 In order to manage the expectations of all parties, Licensees must clearly outline with their sponsors the scope and extent of their sponsorship rights.
- 1.3 While resident at Arts Centre Melbourne, Licensees may grant sponsorship rights for their own artistic content, their own performers and all elements of their own brand within the confines of their event/production and Licensed Area.
- 1.4 At all times the Licensee or any of its sponsors must not by words or conduct represent that it is a sponsor of Arts Centre Melbourne in any way.
- 1.5 Licensees must acknowledge that:
  - 1.5.1 Arts Centre Melbourne has its own Partners who are granted exclusive rights in respect of the building, the site, any artistic content produced or presented by the Arts Centre Melbourne and all elements relating to the Arts Centre Melbourne brand;
  - 1.5.2 Arts Centre Melbourne Partners are the only organisations who are given the right to commercially leverage their association with Arts Centre Melbourne by use of its intellectual property, brand and image;
  - 1.5.3 Sponsorship rights do not extend to naming rights for any space within Arts Centre Melbourne or its site on either a long term or temporary basis;
  - 1.5.4 Acknowledgement of Licensees is to be associated/integrated with the Licensee performance or event only, and is to be geographically contained to the area hired for the presentation of such sponsored performance or event;
  - 1.5.5 Logo/text acknowledgement of Licensees does not extend to Arts Centre Melbourne corporate publications;
- 1.6 Licensee rights do not extend to commercial or corporate filming on site unless otherwise agreed by separate license.

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- 1.7 All Arts Centre Melbourne Intellectual Property remains in the ownership and copyright of Arts Centre Melbourne.

### **2 Sponsorship Activity**

- 2.1 Prior to execution of the MLA, where practicable, the Licensee must advise Arts Centre Melbourne of all existing or proposed sponsorship arrangements for the Event.

### **3 Location of Sponsorship Activity**

- 3.1 A Licensee may promote and activate its sponsorships within the Licensed Areas, subject to item 4.1 of this Policy.
- 3.2 Sponsorship promotion and activation by, or on behalf of, the Licensee will not be permitted in any Arts Centre Melbourne spaces (i.e. all spaces under the control of Arts Centre Melbourne, be they public or private spaces located in either indoor or outdoor areas at the Centre) that do not form part of the Licensed Areas.
- 3.3 Arts Centre Melbourne can promote and activate its Partners and/or trade in any spaces outside of the Licensed Areas at any time.
- 3.4 All Arts Centre Melbourne Owned and Controlled Advertising and Marketing Channels will not carry any Licensee corporate sponsor logo or promotion where the sponsor is conflicting to Arts Centre Melbourne's Partners.

### **4 Approvals**

- 4.1 The Licensee must ensure that:
- 4.1.1 All proposed sponsorship promotions, publicity displays, signage or activations are approved by Arts Centre Melbourne in accordance with MLA requirements.
- 4.2 Arts Centre Melbourne reserves the right to decline approval of the sponsor promotion or activation activity for reasons which include but are not limited to:
- i It will prejudice the interests of Arts Centre Melbourne or any of Arts Centre Melbourne's Partners;
  - ii It will call into question or cause detriment to the reputation of Arts Centre Melbourne or any of Arts Centre Melbourne's Partners;
  - iii It will cause a nuisance, impede traffic flow or otherwise impact the safe and efficient day to day operations of Arts Centre Melbourne;
  - iv Contains offensive material or is likely to cause danger or harm to persons;
  - v It will obstruct any piece of art work, signage or other material or item displayed at Arts Centre Melbourne; or
  - vi It does not comply with the terms of the MLA
- 4.3 Any promotion to patrons in public spaces, of any Licensee sponsor product is not permitted except with prior Arts Centre Melbourne Approval.
- 4.4 Arts Centre Melbourne Approval of any promotion of Licensee sponsor product shall be subject to compliance with the following conditions:
- i Any promotion must be geographically contained to the area where sponsored property is being presented and occur within a defined timeframe;
  - ii the sponsor must not be a competitor of an Arts Centre Melbourne Partner;

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- iii Any promotion must be integrated with the sponsored property; and
  - iv Any promotion must not negatively affect the Arts Centre Melbourne customer experience.
- 4.5 Licensee sponsor mascots for both internal and external venues are not permitted.

### **5 On-site Signage**

- 5.1 Arts Centre Melbourne has the right to approve all Licensee signage featuring a sponsor acknowledgement (including the content design and artwork, location and size) to ensure compliance with these guidelines.
- 5.2 Acknowledgment of Licensees sponsors on any signage is to be associated and integrated with the Licensee brand and the event, and not with Arts Centre Melbourne.
- 5.3 Subject to Arts Centre Melbourne Approval under 4.1 above, Licensees may erect independently branded sponsor signage (not integrated) at closed functions for invited guests only. Unless approval has specifically been granted by Arts Centre Melbourne, this sponsor acknowledgement or promotion must not extend to areas open to the public, including foyers. In some cases this signage may have to face inwards.

### **6 Printed Marketing and Promotional Collateral**

- 6.1 Licensee sponsor logos, product and/or company information may be included in integrated printed marketing and promotional collateral to be distributed onsite at the Arts Centre Melbourne, provided that:
- i distribution methods are approved by the Arts Centre Melbourne; and
  - ii distribution of printed material does not impede patron access or egress.

### **7 Sponsor Acknowledgement on Tickets**

- 7.1 Arts Centre Melbourne will not carry Licensee sponsor logos on any Arts Centre Melbourne produced tickets or tickets produced by Arts Centre Melbourne's contracted third party ticketing agencies.
- 7.2 Arts Centre Melbourne will not carry Licensee sponsor line credits on any Arts Centre Melbourne produced tickets or tickets produced by Arts Centre Melbourne's contracted third party ticketing agencies, except where a Licensee sponsor has naming rights for an event and the event name includes the sponsor name. In such cases the Licensee sponsor credit can appear in the event 'title' text line only.
- 7.3 The tickets referred to in points 7.1 and 7.2 include ticket stock, customer self-printed, virtual/mobile tickets and any other form of ticket produced by Arts Centre Melbourne or Arts Centre Melbourne's contracted third party ticketing agencies.

### **8 General**

Unless expressly stated otherwise, any capitalised terms used in this policy have the meaning given to those terms in the Master Licence Agreement for the respective Event.

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## Operating Policy

### Attachment A – Definitions

Key Term	Definition
<b>Activation</b>	Any activity related to the promotion of a sponsor including strategies to generate awareness of a sponsor brand.
<b>Arts Centre Melbourne Owned and Controlled Advertising and Marketing Channels</b>	Includes owned, produced and controlled marketing services and collateral including, but not limited to, promotion through the following channels: <ul style="list-style-type: none"> <li>– On-site signage approved and installed at the Centre at the direction of Arts Centre Melbourne employees, or contractors engaged directly by Arts Centre Melbourne, including backlit posters, digital screens, flags and banners</li> <li>– Arts Centre Melbourne printed publications</li> <li>– Arts Centre Melbourne Website</li> <li>– Arts Centre Melbourne Social Media</li> <li>– Arts Centre Melbourne electronic direct mail</li> <li>– Tickets produced directly or on behalf of Arts Centre Melbourne.</li> </ul>
<b>Arts Centre Melbourne Partners</b>	Arts Centre Melbourne is supported by Corporate Partners, Strategic Alliances and Sponsors.
<b>Chief Executive Officer (CEO)</b>	The Chief Executive Officer of Arts Centre Melbourne.
<b>Director</b>	A member of ACM Management who reports directly to an Executive director or the Chief Executive Officer and has responsibility for leading a Business Unit.
<b>Executive Director</b>	A member of the Executive management team and a direct report to the Chief Executive Officer.
<b>Licensed Areas</b>	The Venue, the Additional Areas, the Additional Facilities and the Function Rooms specified in the Details section of the Licensee's MLA
<b>Licensee</b>	The MLA contracting party who is the entity or individual taking the majority of entrepreneurial risk in mounting an Event. May also be referred to as Hirer, Promoter or Presenter.
<b>Manager</b>	A senior employee who directs the work of other Arts Centre Melbourne team members within a specific segment or unit of the business.
<b>Promotion</b>	Promotion refers to raising customer awareness of a product or brand, generating sales, and creating brand loyalty. This includes all promotion through Arts Centre Melbourne Owned and Controlled Advertising and Marketing Channels. Promotion activity includes, but is not limited to, advertising through the

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	<p>following mediums:</p> <ul style="list-style-type: none"> <li>- Tickets</li> <li>- Wall posters, backlit posters, pull-up banners, and other signage</li> <li>- Websites, digital communications, social media and other digital platforms</li> <li>- Marketing collateral including print and digital and other media to support the sales of a product or brand.</li> </ul>
<b>RMAC</b>	The Risk Management and Audit Committee, established as a subcommittee of the Victorian Arts Centre Trust in terms of Section 13(3) of the Act.
<b>Sponsors</b>	An organisation that provides funds or support for a particular project or activity carried out by another organisation.
<b>Sponsorship Activation</b>	Sponsorship activation is the intention of independently promote and advertise, from a sponsors' point of view, towards a specific marketing opportunity. Such process is formed by the tactical activities that the sponsors devise to exploit to the fullest and by the marketing rights derived from the sponsorship.
<b>Team member</b>	An individual who is: <ul style="list-style-type: none"> <li>a) employed directly by ACM;</li> <li>b) indirectly employed through ACM (including by way of a consultancy, agreement or contract) such as through funds administered by ACM; or</li> <li>c) a Temporary Employee</li> </ul>
<b>Temporary employee</b>	A person who is approved to use the facilities of ACM for a temporary assignment, observation or research or a short term consultancy agreement. Types of temporary workers who fall into this category include volunteers, visiting research fellows and students.
<b>Trust</b>	The Victorian Arts Centre Trust.

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### Supporting Documentation

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#### a) Forms and Records Management

Forms or records that are generated by the policy are as follows:

Form	Retention Period	Location

#### b) Related Policies and Procedures

Policy or Procedure
Arts Centre Melbourne's Master Licence Agreement
Arts Centre Melbourne's Non Performance Licence Agreement
Arts Centre Melbourne Marketing Policy
Arts Centre Melbourne Ticketing Policy
Arts Centre Melbourne Event Safety Policy

#### c) Compliance Assurance Activities

Activities related to assuring compliance with this policy are as follows:

Task	Documentation method	Reference

### Governance

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#### a) Responsibility

<b>Policy Owner</b>	Associate Director, Strategic Partnerships
<b>Approving Body</b>	Executive Director, External Engagement

#### b) Version Control and Change History

Version Number	Approval Date	Approved by	Amendment
1.0	June 2007	Trust	Original Document
2.0	August 2008	Heather Walker	Policy Review and Update
3.0	April 2009	Heather Walker	Policy Review and Update
4.0	June 2013	Louise Georgeson	Policy Review and Update
5.0	August 2015	Executive Director, Development and Audience Engagement	Marketing Channels, Arts Centre Melbourne Principal Partner and Promotion Section
6.0	March 2017	Executive Director, Development and	Reviewed – no changes.

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7.0	August 2019	Audience Engagement Executive Director, External Engagement	Policy Review and Update
<b>Post Implementation Review</b>			
Due Date			August 2021