

FIE - FENCERS' PUBLICITY CODE

The Publicity Code was adopted by the 64th Ordinary Congress of the FIE on 21 May 1983, under the presidency of Mr. Gian Carlo Brusati. MH. The proposed text, drawn up by Mr. Jacques Hochstaetter, President of the Special Committee on Publicity, had previously been submitted for approval to the IOC. The latter, in its letter of approval of 12 April 1983, confirmed that the FIE Publicity Code conformed to the existing rules on amateurism.

CHAPTER I. GENERAL PRINCIPLES AND THE RELEVANT TEXTS

1. For all Olympic and pre-Olympic competitions, only the rules of the Olympic Charter are applicable, particularly Rules 26 and 53.

2. This present code applies, under the term of the IOC rules, to all fencing competitions, whoever is responsible for the organizing of them (FIE, national federation, region or club).

3. Advertising in the places where fencing takes place is the responsibility of the organizers.

It is permitted 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.

4. This code has nothing to do with the naming of a tournament.

5. The IOC has reiterated that, according to the rules of the EEC, no penalties can be imposed on a fencer who refuses to take part in an advertising contract entered into by his national federation.

CHAPTER II. COLLECTIVE ADVERTISING CONTRACT

A. 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 organization, a federation or the organizer of a tournament.

2. A group of *sportsmen* officially recognized according to the norms laid down by the FIE or a national federation.

(a) A contract for the exploitation of an image (cf. Chapter IV, section B, below) may only be entered into by the FIE, the national Olympic committee or the national federation of the team concerned (cf. Article 93 of the Statutes and Rule 26 of the IOC).

(b) A contract for publicity materials to be worn (cf. Chapter IV, section C. below) may only be entered into by the FIE, the national Olympic Committee, the national federation, the regional organization or the club of the team concerned.

(c) An organization may only enter into a contract within its own competence.

In any case of conflict between different contracts, the order of priority is as follows: FIE, national federation, region, club, group or team. In the context of the Olympic Games and their preparation, arrangements made by a national Olympic Committee take priority over those made by a national federation, a region, or a club.

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 Article 93.2 (b) of the Statutes and in Chapter III, below.

B. Procedure

1. The contract must be drawn up in writing and 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 lay down procedures for checking or approving these contracts.
3. In any case of litigation or breaking of the Rules, the FIE, or its Central Office on its behalf, may demand from the national federation, region or club all relevant details, including the contract itself with the exception of the economic and financial clauses.

C. Position or the fencer

1. No fencer may receive personally any remuneration relating to an advertising contract entered into by a group of which he is a member.
2. No fencer may be made to take part, against his will, in an advertising contract, even one in which there is an exclusivity clause.
3. 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.
4. 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.
5. A fencer who has been selected may not refuse to wear and use uniform or equipment as laid down by his national federation for the whole of a national team for a particular competition.

CHAPTER III. INDIVIDUAL CONTRACT

A. 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.

B. Restrictions

The contract may only relate to the use of the image of a fencer. In particular, 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 he has signed the contract.

It is obligatory that any sums of money intended for the fencer must pass through the hands of the national federation.

CHAPTER IV. SPECIFIC REGULATIONS

A. Marks

(a) 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 authorized dimensions, it becomes an advertisement and comes under the jurisdiction of the regulation below (cf. Chapter IV. section C).

Marks may assume non-rectangular shapes but their areas may not exceed those equivalent to the dimensions below.

(b) Position and sizes

- I. The articles of the fencers' equipment may carry the following visible marks:

Mask	One mark, maximum size 6.0 cm x 5.5 cm, on the rear of the spring
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Jacket	One mark at the bottom of the jacket on the hip on the side of the non-sword arm, maximum size 4.5 cm x 2 cm
Breeches	One mark at the bottom of the leg of the breeches, on one side only, maximum size 4.5 cm x 2 cm
Stockings	One mark on each stocking, maximum size 4.5 cm x 2 cm
Shoes	The name of the brand on each shoe, maximum size 4.5 cm x 2 cm <i>or</i> the normal badge or insignia (e.g. bands)
Gloves	No mark
Weapon	No mark visible from any distance

The article of equipment may not have any distinctive mark (band, design, border, etc.) other than those authorized above.

2. Ancillary equipment may carry the following manufacturer's marks:

Tracksuit	The normal non-verbal 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 <i>or</i> the name, maximum size 10 cm x 4 cm, on the left-hand side of the chest
Fencing bag	No limitation
Sports bag	No limitation

B. Exploitation of the fencer's image

(a) Definition

This heading concerns advertising contracts, which propose:

- exploitation of the presence of a fencer;
- exploitation of the name of a fencer;
- exploitation of the picture of a fencer;
- exploitation of things said by a fencer;
- exploitation of a fencer's performance;
- any other exploitation of the image or fame of a fencer for publicity purposes.

(b) Regulations

The measures outlined above (in Chapter II) are alone applicable, as are Article 93 of the FIE Statutes and Rule 26 of the IOC.

C. Advertising which is worn or carried

(a) Definition

1. Advertising worn or carried refers to any name or badge other than the mark (cf. Chapter IV, section A) which appears on a fencer's main equipment or ancillary equipment and which comes from a firm other than the manufacturer or distributor of the equipment in question.

2. A mark which is larger than the sizes which are usual or laid down above (cf. Chapter IV, section A) constitutes advertising.

3. All advertisements for alcoholic drinks, tobacco, and any others against the sporting ethos are forbidden.

(b) Fencing clothing and equipment

No advertising is permitted either on the clothing or the equipment of a fencer (weapon, mask, etc.) nor any other display (badge, name, etc.), other than as authorized above (cf. Chapter IV, section A), except on the mask, where the self-adhesive badge of the competition taking place must be worn, if the organizers so require (see below).

Nevertheless, on condition that fencers precisely observe the regulations relating to electrical material and the equipment of fencers, they must display their name and their nationality, written in dark blue

capital letters no more than 10 cm high, on the back, or on the front of the thigh on the side of the non-sword arm.

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 50 cm² in size, may be affixed 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.

A fencer may not display more than four such logos (which may be identical). The total surface area of all these logos added together must not exceed 200 cm².

(c) Tracksuits and clothing

1. On national federation tracksuits one advertisement is allowed, on the back between the shoulders:
 - either one sign, not exceeding 10 cm in height;
 - or one badge, not exceeding 15 cm x 15 cm.

Furthermore, the logo of the sponsorship partner chosen by the federation or by the weapon concerned may be affixed horizontally on the front right-hand side of the tracksuit. The surface area of this logo may not exceed 50 cm²,

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.

2. At the World Championships, only national federation tracksuits may be worn (cf. point 1 above).

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.

3. At the World Championships and World Cup competitions, when the fencers are presented and when the prizes are awarded, the fencers must present themselves on the podium wearing either fencing clothing or their countries' complete official tracksuit (jacket and trousers) (cf. point 1 above). The jacket must be kept closed throughout the official ceremony.

On the piste, the fencer must present himself exclusively in fencing clothing, complete and done up.

(d) Fencing bags and sports bags

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

(e) Television

When a competition is being televised, the requirements of the Television Company are paramount, and the organizers must make clear, if appropriate, in the conditions of entry for the competition, the way in which advertising material worn or carried by the fencers will be permitted.

D. Leg-band or self-adhesive notice

(a) Principles

1. The organizers of a competition may identify the fencers by issuing them with a number on a leg-band or on a self-adhesive badge.
2. In such a case, the wearing of this band or badge is obligatory for the fencers.
3. The self-adhesive badge must be of a rough material, which will not cause the point to slip.
4. The leg-band or self-adhesive badge may have on it advertising material within the limitations of the rules below.
5. The circular announcing the details of the competition must make clear what bands or badges the fencers are to wear, and what publicity will be on them.

Entering the competition implies an acceptance by the fencer of the obligation to wear the band or badge **in question.**

(b) Position and size

1. The leg-band must be fixed to the thigh on the side of the non-sword arm.

The maximum size of the leg-band is 20 cm x 20 cm. The fencer's number must be at least 10 cm high and 15 cm in width.

2. The self-adhesive badges must be fixed to both sides of the mask, on the side mesh. The maximum size of the badges must be 10 cm wide by 15 cm high. The fencer's number must be at least 8 cm high by 8 cm wide. At foil and epee only the self-adhesive badge of the competition-taking place must be worn.
3. In both cases, the advertising, words or badge, must be placed below the number and must not exceed 35 mm in height.

(c) General

The self-adhesive badge on the mask or the leg-band does not need to include a number and may be used only for advertising.

CHAPTER V. PENALTIES

A. Individual contract (cf. Chapter III, sections A and B)

In the case of failure to observe the rules relating to an individual contract the penalty is the suspension of the fencer concerned according to Article 87 of the FIE Statutes. Should the fencer, at the end of the period of suspension, once again break these rules, he loses his amateur status and his license is withdrawn.

B. Mark not conforming to the regulations (cf. Chapter IV, section A (b) I)

- Obligation to change immediately the article of equipment; and
- application of penalties as provided for in Articles t.1 14, t.118, t I 20/3rd group.

C. Advertising on clothing (cf. Chapter IV, section C (b))

- Obligation to change immediately the article of equipment; and
- application of penalties as provided for in Articles t.1 14, t.1 18, t.120/3rd group (on the piste) or t.118 (off the piste).

D. Advertising not conforming to the Rules or not authorized (cf. Chapter IV, section C (c))

- Obligation to remove the offending article from view and application of penalties as provided for in Articles t114, t.118, t.120.

E. Leg-bands and self-adhesive badges (cf. Chapter IV, section D)

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 to the rules, the organizers must withdraw them; if they fail to do so, they are liable to a fine of \$500, payable to the national federation. 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.

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.

F. Image advertising (cf. Chapter IV, section B)

(a) Penalties

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

(b) 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.

(c) Competence and procedure

1. The Central Office of the FIE is the body of the FIE competent to deal with these matters.
2. The parties concerned have a period of 30 days, dating from reception of conformation of the decision, during which they may appeal to the Executive Committee. There can be no appeal against a decision by the Executive Committee (cf. Article t.9S, paragraph a).

Parties do have the right to an ultimate appeal to the Congress, but this does not suspend the decision (cf. Article t.95, paragraphs b-d).

3. The suspension is effective from the time the decision is made definitive.
4. The FIE has the right to look into and punish any offence on its own initiative.
5. The FIE will notify the national federations of all decisions which have become definitive.