

## Application to use Melbourne 2006 Commonwealth Games Intellectual Property

### 1: APPLICANT'S DETAILS

Name: \_\_\_\_\_

Type:

Government:  Business:  Non-Commercial Organisation:  Private Individual:

Other (please specify): \_\_\_\_\_

ABN/ACN NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DAY TIME TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

### 2: GAMES INTELLECTUAL PROPERTY

What Games IP do you seek authorisation to use? Please specify all indicia and images.

\_\_\_\_\_  
\_\_\_\_\_

### 3: PROPOSED USE

How will the Game's IP be used? To expedite the application process, please provide a detailed description, mock up or drawing of the proposed use. Attach a separate page if necessary.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4: PERIOD OF USE \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

5: FORMAT REQUIRED jpeg  eps  full colour  black & white

### 6: CONDITIONS OF USE

1. The applicant acknowledges that Games-related indicia and images ("Games IP") are owned by the Melbourne 2006 Commonwealth Games Corporation ("M2006"), and are protected under *the Commonwealth Games Arrangement act 2001 (Vic)* and *the Melbourne 2006 Commonwealth Games (Indicia and Images) Protection Act 2005 (Cth)*. Games IP may also be protected under trade mark law, design law or consumer protection law.
2. The applicant agrees to use only the Games IP expressly approved in writing by M2006, in the manner and for the purpose and period expressly approved in writing by M2006. No other use is permitted.
3. If requested by M2006, the applicant agrees to include an acknowledgement specified by M2006 that Games IP are used with the approval of M2006
4. M2006 reserves the right to withdraw approval if the applicant uses Games IP in a manner which is inconsistent with the approval granted by M2006, or if M2006 subsequently appoints a sponsor or other commercial partner whose interests conflict with those of the applicant. If approval is withdrawn, the applicant agrees immediately to cease the use of Games IP.
5. The applicant is solely responsible for the materials and goods on which Games IP are used, and agrees to take all steps to ensure those materials and goods do not infringe any legislation or the rights of any third party.

Agreed by the Applicant:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_