

## Licence for Event Certification

### Background

- A. The Licensor is the national sporting organisation for cycling in New Zealand.
- B. The Licensee wishes to run a sanctioned or recognised cycling event in New Zealand ('Named Event'). The Licensee wishes the Event to be certified by Cycling New Zealand under its Event Certification Program under a licence arrangement.
- C. This Licence records the terms and conditions that will apply in respect of the licence to use Cycling New Zealand's Event Certification. In addition to the terms under this Licence, the terms of the Event Certification Agreement apply to this Licence in full.

### The Parties Agree:

#### Interpretation

1.1. **Definitions:** In this Licence unless the context otherwise indicates:

**"Agreement"** means the Cycling New Zealand Event Certification Agreement.

**"Business Day"** means Monday to Friday excluding New Zealand public holidays.

**"Confidential Information"** means all information disclosed (whether in writing, orally or by another means and whether directly or indirectly) to the Licensee whether before, during or after the date of, and under this Licence, including, without limitation, documents, Intellectual Property, operations, know-how, market opportunities, technical, financial, administrative or commercial information or other material received from or relating to the business affairs of the Licensor.

**"Effective Date"** has the meaning in clause 2.1

**"Event Certification"** means the Cycling New Zealand Event Certification Mark awarded to an Event Organiser for the organiser's Named Event.

**"Fees"** means the charges payable by the Licensee to the Licensor for the provision of the Licence.

**"Intellectual Property Rights"** means any right to, and any interest in the Event Certification including any patent, design, trade mark, copyright, know-how, trade secret, business and domain names or any other proprietary right or form of intellectual property (whether protectable by registration or not), any technology, concept, idea, inventions, data, programme or other software (including without limitation, in source and object codes), specification, formula, drawing, programme, design, system, process, logo, mark, style or other matter or thing, existing or conceived, used, developed or produced by any person.

**"Licence"** comprises these terms and conditions including any relevant marketing material and means the non-exclusive right to represent the Licensee's event as certified by Cycling New Zealand during the Term of this Licence.

**"Licence Fee"** means the current Licence Fee payable that is detailed on <https://www.cyclingnewzealand.nz/event-certification-programme>

“**Named Event**” is the event this licence applies to.

“**Party**” or “**Parties**” are references to parties or a party to this Licence.

“**Term**” means the period of time from the date the application is accepted by Cycling New Zealand up to the date of the completion of the Named Event.

“**Third Party**” means an organisation or entity, other than the Licensor or the Licensee.

“**Use**” means to display the Cycling New Zealand Event Certification logo in the Licensee’s promotional and event material solely for, and related to, the Named Event.

1.2. **Interpretation:** In this Licence, unless the context otherwise requires:

- a. “**person**” includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, or any governmental authority, in each case whether or not having a separate legal personality;
- b. “**\$**” or “**dollars**” refers to New Zealand dollars and, unless otherwise specified, all amounts payable by a Party under this Licence are to be paid in New Zealand currency;
- c. unless a contrary indication appears, a reference to a **time of the day** is to New Zealand time;
- d. the **headings** are for ease of reference only and are to be ignored in the interpretation of this Licence;
- e. “**including**” and similar words do not imply any limitation;
- f. a Licence, representation or warranty:
  - i. given or entered into by two or more persons is given or entered into and binds them jointly and severally; and
  - ii. in favour of two or more persons is for the benefit of them **jointly and severally**;
- g. the **singular** includes the **plural** and vice versa;
- h. a **statute** or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether made before or after this Licence); and
- i. a reference to any **document** or **Licence** (including this Licence) includes a reference to that document or Licence, together with any schedules or annexures, as amended, novated or replaced from time to time.

## **2. Term**

- 2.1. The term of this Licence starts on the date of certification noted on the issued certificate (Effective Date) and will continue until 30 days post the conclusion of the Named Event unless cancelled earlier under Clause 8 below.

## **3. Intellectual Property Rights**

- 3.1 The Licensee acknowledges and agrees that Cycling New Zealand is the owner of the Cycling New Zealand Event Certification as well as all its existing Intellectual Property. All rights, title, property and interest in such Intellectual Property are vested in Cycling New Zealand.
- 3.2 The Licensee's rights to use the Event Certification do not extend beyond the Licence expressly granted in this Licence.
- 3.3 The Licensee shall not use any and all trademarks, trade names, service marks, logos or corporate names of the Licensor other than in accordance with this Licence.

## **4. Grant of Licence**

- 4.1. In consideration of the Fees, the Licensor grants to the Licensee a non-exclusive, non-transferable and renewable Licence for the Licensee to Use the Cycling New Zealand Event Certification during the Term of this Licence.
- 4.2. The Licensee may display the Event Certification mark in the Licensee's promotional and event material solely for, and related to, the Named Event.
- 4.3. The Licensee may not, without the Licensor's express prior written permission or as permitted by applicable laws:
- a. sell, license or distribute the Event Certification to third parties or use the Event Certification in whole or in part as a component of or as a basis for any material offered for sale, licence or distribution, other than for the Named Event; or
  - b. modify, alter, disassemble, de-compile, translate or convert into human readable form or reverse engineer all or any part of the Event Certification; or
  - c. remove, alter, circumvent or tamper with any trademarks, copyright notices, copyright protection devices, or other proprietary notices or legends from any Licensed materials provided under this Licence disclaimers or other legal notices on the Event Certification materials; or
  - d. in any other way reproduce, scrape, store, publish, transmit, re-transmit, transfer, communicate, disseminate, broadcast, circulate, sell, resell or otherwise use the Event Certification or any portion of the Event Certification in any form or by any means; or
  - e. assign its right to Use the Intellectual Property, or allow a third party to use the Intellectual Property in any way.
  - f. misrepresent authorisation to act on behalf of others or Cycling New Zealand;
  - g. transmit, input or store any data that breaches any third party right (including Intellectual Property rights and privacy rights);

- 4.4. The Licensor will have the right, at any time, to immediately suspend the Licensee's rights granted under the Licence at the Licensor's sole discretion or in the event any of the following occurs:
- a. the Licensor's Event Certification and or any other Intellectual Property is used by the Licensee in breach of this Licence; or
  - b. the Licensee operates in a way that it has the potential to damage, in any way, the Licensors' activities or reputation.

## 5. Fees

- 5.1 The fee payable for the Licence Fee is as set out on <https://www.cyclingnewzealand.nz/event-certification-programme> from time to time.
- 5.2 The Licence Fee paid to the Licensor are non-refundable and non-transferable.

## 6. Payment Terms

- 6.1. All fees payable under this Licence are payable within 20 Business Days of receipt of the invoice from the Licensor.
- 6.2. Unless otherwise expressly stated all fees or sums payable about this Licence are exclusive of any GST.

## 7. Rights and Obligations

### 7.1. The Licensee Obligations

- a. During the Term, the Licensee will:
  - i. **Act in Good Faith:** Not act in a manner which would adversely affect the reputation of the Licensor or the integrity of the Event Certification; and
  - ii. **Comply with Laws:** Comply with all laws, regulations and other requirements of any governmental or regulatory authority in New Zealand applicable to the Event Certification; and
  - iii. **Feedback:** Provide the Licensor with constructive feedback on the Event Certification if any issues are identified with it.

### 7.2. The Licensor Obligations

- a. During the Term, the Licensor will supply material for the Event Certification mark in electronic and hard copy form to the Licensee within 10 Business Days of the Effective Date.

## 8. Cancellation on Notice

8.1 The Licence may be cancelled before the Named Event:

- a. on any agreed date by written agreement between the Licensor and Licensee;
- b. at any time by the Licensor upon written notice with immediate effect to the Licensee if the Licensee:
  - (i) brings the Licensor or the Licensor's business into disrepute or discredit; or
  - (ii) fails to pay any fee within 30 Business Days following due date; or
  - (iii) is declared bankrupt or insolvent, or a receiver or liquidator is appointed to manage their business; ordoes not comply with the Licensor's requirements in this agreement, those of the terms and conditions and the requirements of the program.

8.2 In the event of cancellation of this Licence the Licensee will immediately, and at its expense:

- a. discontinue all Use of the Event Certification
- b. within 10 Business Days of the cancellation of this Licence, or immediately if this Licence is terminated at the sole option of the Licensor, permanently delete any electronically and/or digitally stored copy of all such Event Certifications from any media in or on which they are stored and shall certify in writing to the Licensor that they have been so deleted.

8.3 Cancellation of the Licence shall not operate to extinguish any rights the Licensor has (including the right to damages) which may have accrued prior to cancellation.

8.4 Cancellation of this Licence does not affect the rights of either Party against the other Party in respect of anything done or omitted to be done under this Licence before cancellation or regarding any sums or other claims outstanding at the time of cancellation. The provisions of Clauses 8, 15, and 16 will survive cancellation of this Licence.