In cases where the Athlete wishes to enter into a commercial agreement with a corporate sponsor the following General Principles shall apply:

General Principles

The following principles shall govern all individual athlete sponsorships or endorsements:

• CADA must approve all personal endorsements and has the right to disapprove any which may not be in the best interests of the Association, team or athlete. Such approval shall not be unreasonably withheld.

• CADA recognizes the rights of individual athletes to secure their futures through the use of personal endorsements and shall make all reasonable efforts to promote the endorsement potential of athletes within existing international and Canadian regulations.

• The eligibility of the athlete must never be jeopardized by any commercial involvement.

• The properties of CADA may not be used in any form of athlete personal endorsement without the prior approval of CADA.

• CADA has the right to define full or limited sponsor exclusivity and various rights of refusal associated with such agreements. This includes the right to reasonably assign such limitations to personal endorsement agreements.

• CADA has the unconditional and exclusive right to enter into overall sponsor, supplier or commercial agreements on behalf of Association teams, groups, events or programs.

• Athletes under CADA jurisdiction are required to abide by all overall Association or Team agreements, and may be prohibited or restricted from entering into private agreements with other commercial sponsors who may be deemed to be competitors with these Association sponsors.

• Athletes and/or their agents may not negotiate, sell or otherwise offer the use of any Association, team, event or program properties for the use of private commercial sponsors without the prior written consent of the CADA.

• CADA programs take precedence over all other activities including those which may be associated with personal endorsement contracts.

• CADA is not liable for any failure of the Athlete to perform his or her obligations contained in the specified athlete sponsorships or endorsements.

• Canada Customs and Revenue Agency rules regarding the issuance of tax receipts by charitable organizations preclude donations directed to individuals from eligibility for tax receipts.

• Monies earned by an Athlete in athlete-related activities may be administered by the CADA, at the Athlete’s discretion. Should an Athlete choose, monies to be received may sent to CADA, and made payable to the Athlete in care of CADA or paid directly to the Athlete.

Association, Team and Individual Properties

Individual Athlete Properties:

• When acting as an individual, the personality of an athlete has associated endorsement properties. These properties are the personal property of an individual athlete. CADA has no rights to market them except with the expressed consent of the athlete.

• The properties which are the exclusive right of an individual athlete, when not associated with the team under the circumstances noted include:

* name
* image
* photograph
* likeness
* autograph or signature
* verbal or written endorsement
* voice
* film or video image
* personal appearances

• Athletes may choose to negotiate agreements via a separate agent or other third party. In the absence of a separate agent or other third party, CADA will act as agent on behalf of the national team athletes.

• For any personal athlete endorsement wherein there is a request for any CADA properties to be involved, included in or displayed in any fashion, CADA has the right to charge a fee prior to authorizing the use of such properties.