

Manu World Champs – Participation Agreement (Grand Finalists)

This Participation Agreement (“Agreement”) is entered into by and between:

Manu World Champs Ltd (“Event Organiser”), and [Participant Name] (“Participant”),

collectively referred to as “the Parties.”

1. Purpose

The purpose of this Agreement is to govern the terms and conditions of the Participant’s involvement as a Grand Finalist in the Manu World Champs (the “Event”), which may from time to time include a sponsor naming right (e.g., “[Sponsor Name] Manu World Champs”). This Agreement safeguards the Event’s intellectual property and commercial integrity, and regulates the use of the Participant’s image, likeness, and association with the Event.

2. Grant of Image and Likeness Rights

2.1 The Participant hereby irrevocably grants to the Event Organiser the exclusive, royalty-free, worldwide right and licence to use their name, image, likeness, voice, and performance (the “Image Rights”) in connection with:

a. The promotion, marketing, and publicity of the Event (including any sponsor-named version of the Event), across all media now known or hereafter developed;

b. Sponsor and partner activations formally authorised by the Event Organiser.

2.2 Such licence shall extend in perpetuity for archival, historical, and promotional purposes directly related to the Event.

3. Restrictions on Participant Use of Event Intellectual Property

3.1 The Participant acknowledges and agrees that all rights, title, and interest in the Manu World Champs name, including any sponsor-attached naming rights, logos, trade marks, designs, and associated branding (“Event IP”) are the exclusive property of the Event Organiser.

3.2 The Participant shall not, without the prior written consent of the Event Organiser:

a. Use the Event IP in connection with any personal, commercial, or sponsorship activity;

b. Permit or authorise any third party to reference the Event IP in a manner that implies endorsement, partnership, or sponsorship;

c. Exploit their status as a Grand Finalist for commercial purposes in a way that may conflict with, or dilute the value of, the Event or its official sponsors/partners.

4. Representation and Compensation

4.1 Where the Participant is required by the Event Organiser to appear, perform, or otherwise participate in promotional, media, or commercial activities on behalf of the Event or its official sponsors/partners (“Approved Engagements”), the Participant shall be entitled to the following compensation:

a. NZD \$250 per half-day (up to four hours);

b. NZD \$500 per full day (over four hours).

4.2 In addition, the Event Organiser shall reasonably reimburse the Participant for travel expenses incurred in connection with such Approved Engagements.

4.3 Approved Engagements shall be scheduled with reasonable notice and undertaken in good faith by both Parties.

5. Protection of Official Sponsors

5.1 The Participant shall not, during the term of this Agreement, enter into any arrangement or agreement with third parties that conflicts with, or could reasonably be perceived to conflict with, the rights of the Event’s official sponsors.

5.2 Any personal sponsorship, endorsement, or promotional activity that references or associates with the Event must be expressly approved in writing by the Event Organiser.

6. Standards of Conduct

The Participant agrees to conduct themselves in a manner that upholds the integrity, reputation, and values of the Event, the Event Organiser, and its official sponsors, both during and after the Event.

7. Term and Survival

7.1 This Agreement shall take effect on the date of execution by both Parties and remain in force until 12 months after the conclusion of the Grand Final of the Event the Participant partook in.

7.2 Notwithstanding termination, the provisions relating to Image Rights, Event IP, compensation obligations, protection of sponsors, confidentiality, dispute resolution, and governing law shall survive.

8. Dispute Resolution

8.1 The Parties shall use their best endeavours to resolve any dispute, controversy, or claim arising out of or in connection with this Agreement by way of good faith negotiation.

8.2 If the matter remains unresolved after 30 days, the Parties shall submit the dispute to mediation under the rules of the Arbitration and Mediation Institute of New Zealand (AMINZ), or such equivalent body as agreed.

8.3 Should mediation fail, the dispute shall be finally settled by binding arbitration, with the decision of the arbitrator being final and enforceable in any court of competent jurisdiction.

8.4 Unless otherwise determined by the arbitrator, each Party shall bear its own legal costs, with the costs of mediation/arbitration shared equally.

9. Confidentiality

9.1 The Participant acknowledges that during the course of the Event they may receive access to information that is confidential or commercially sensitive, including but not limited to: sponsor arrangements, financial information, operational procedures, event strategies, and media plans ("Confidential Information").

9.2 The Participant agrees not to disclose, reproduce, or use Confidential Information for any purpose other than fulfilling their obligations under this Agreement, without the prior written consent of the Event Organiser.

9.3 The obligations in this clause shall survive the termination or expiry of this Agreement.

10. Termination

10.1 The Event Organiser reserves the right to terminate this Agreement immediately upon written notice if the Participant:

- a. Breaches any material term of this Agreement; or
- b. Engages in conduct which, in the reasonable opinion of the Event Organiser, brings the Event, its sponsors, or stakeholders into disrepute.

10.2 Upon termination, the Participant shall immediately cease any use of the Event IP and shall not hold themselves out as being associated with the Event.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of New Zealand, and the Parties submit to the exclusive jurisdiction of the courts of that jurisdiction for the enforcement of arbitral awards.