



BULLETIN 2019-02

Subject: Commercial Rights, On-Board Video and Awards rule changes

Issue Date: April 8, 2019

Effective date: Immediate

Rule Change 1: Changes to clarify commercial rights; introduce rules for live broadcast of on-board video and define properties.

3.10 Advertising and Promotion of Events

All advertising or promotional material used in connection with competitions must state that the event is sanctioned by the Canadian Association of Rallysport and, if applicable, by the FIA.

Advertising material must be in good taste and must not be misleading or untruthful. The words "International", "National", "Championship", etc., when used to describe an event or used in the title of an event must be approved by CARS.

Any competitor or other person or body advertising publishing, posting or broadcasting the results of a competition, a series, or a championship must state that the competition was sanctioned by the Canadian Association of Rallysport, the exact conditions of the performance referred to, the nature of the competition, the category and the class of vehicle, and the position or results obtained, or such additional information as CARS may require. All advertisements that are published prior to the issuance of Official Results by the Promoter(s) or organiser(s) must contain the words "Subject to Official Confirmation".

The publication of an advertisement relating to the results of a competition that is drawn up in such a way which could mislead the public, or the infraction of this Rule (whether by way of omission from or addition to the particulars required to be stated) shall render the person(s) or body by whose authority or on whose behalf the advertisement is published or issued liable to the penalties provided by these GCRs and may entail the infliction of a penalty on the person(s) responsible for authorising the advertisement.

Publication under this Rule shall be construed to mean any or all of the following:

- (a) The airing of commercial message by means of radio, television film or electronic formats;
- (b) The publication of printed advertisements in newspapers, magazines other periodicals or electronic formats;
- (c) The publication of brochures, booklets, forms, signs or displays.
- (d) Social media posts.

Competitors who allow their names or photographs to be used in connection with misleading advertising shall be liable to disciplinary action from CARS.

3.11 Third party Commercial Rights at CARS sanctioned events

CARS is the sole holder of the commercial rights for visual images, ~~and filming or~~ video and audio recordings of rallies run under its sanction.

Every person, body, group of persons, etc., organizing a competition or taking part therein shall by doing so or by and upon applying for an organizing permit or by and upon applying for a licence from CARS or by and upon entering a competition, be deemed to have and recognize that they:

- (a) Recognize that commercial rights from sanctioned events belong to CARS;
- (b) Agree that CARS may release or use particulars concerning participants in any of the events including images of the participants for commercial purposes by CARS;
- (c) Agree that CARS may access and use these images ~~or film~~ video or audio as part of its grievance and disciplinary proceedings as well as in determining violation/compliance of its sporting regulations.

~~Competitors may install in-car cameras and film/record their participation in the event subject to the above regulations.~~

3.12 Promotional use of images, video or audio

Events and teams can promote themselves as they see fit and can generate promotional content for their own use in any way. There is no intent to limit normal use of social media. Series, event, and team sponsors are expected to be using various online and social media channels to promote their involvement with the sport.

Once an event or team sponsor wants to create promotional materials for their use then a Commercial Rights agreement with CARS needs to be negotiated.

3.13 Commercial Use of images, video or audio

A sponsor that creates their own event coverage is required to have a commercial rights agreement with CARS in place before posting online, publishing, or broadcasting. The sponsor remains responsible for collecting releases from teams and individuals as required. An event may offer to work as an intermediary for these releases.

3.14 Onboard video and/or audio

Competitors may install onboard cameras to record their participation in the event subject to these regulations.

Competitors may use the onboard video and/or audio of their participation for their own promotional purposes. Any use of onboard video and/or audio for 3rd party commercial purposes requires CARS approval and the 3rd party is to negotiate a commercial rights agreement with CARS.

Live broadcast or online streaming of onboard video and/or audio during a rally stage by anyone other than CARS or a CARS contractor/designate, is prohibited. Live broadcast or online streaming is considered to be the transmission of a video and/or audio feed directly from the recording device while recording.

Footage of any incident involving a 3rd party, or emergency response activity, may not be released to the public without prior permission from CARS.

3.15 Properties

CARS recognizes the importance of teams and events being able to use their involvement in the CRC to generate sponsorship income to support their efforts. This section intends to set out the division of properties and the working relationship between CARS, the events, the teams and each of their sponsors.

3.15.1 Team Properties

Team properties include their cars except reserved areas per 12.4.1, service area and clothing. Events can only require teams to carry branding in the 5cm h x 15cm w location reserved for events on the CARS number backer panel.

However, events can ask teams to carry additional branding and ask that it be placed in a specific location. Teams are encouraged to comply with event requests, as they are often important deliverables for event sponsorship. Events can consider differential entry fees based on the teams carrying event advertising or not, but should be cautious in taking this route and be willing to accommodate team conflicts, concerns, and needs.

3.15.2 Event Properties

Event properties comprise all properties directly involved in the event with the exception of individual team service areas, the podia, and other space as indicated in the Event MOU with the sanctioning body.

3.16 Penalties

Failure to comply will be considered a breach of the GCR's

Rule Change 2: Eliminates 4th and 5th place keeper awards from Overall and 2WD championships

24.2.1 The Fidler Trophy was created in memory of the late Jack Fidler of Kingston, Ontario. He was one of the enthusiasts who hosted the inaugural meeting of the CASC and was a founding member of the St. Lawrence Automobile Club. First prize shall be the Fidler Trophy and award. Keeper awards will be made to ~~fifth~~ third place.

24.3.1 This bronze sculpture is the work of Ed Deak, an active navigator himself for many years. The donation of this award is his way of honouring Canada's best rally navigators and co-drivers; to keep their names remembered as long as sportsmen take to the backroads of this great country in search of competition and adventure. Awards will be the Deak Trophy and award for first place, plus keeper awards will be made to ~~fifth~~ third place. ~~by CARS.~~

24.5.1 This overall two wheel drive (2WD) Driver championship recognises those who are competing in the Canadian Rally Championship in a 2WD vehicle. Awards will be the Ross Wood Trophy for first place, plus keeper awards to ~~fifth~~ third place.

- 24.6.1 This overall two wheel drive (2WD) Co-Driver championship recognizes those who are competing in the Canadian Rally Championship in a 2WD vehicle. Awards will be the Terry & Linda Epp Trophy for first place, plus keeper awards to ~~fffh~~ third place.