

EUROPEAN JURIDICAL FORUM ON SNOW

Bormio, 23 November 2007

Sponsoring Contracts for sports on snow

**In particular, applications in the skiing sphere
and recent important cases**

Prof. Attorney Lucio Colantuoni

- Assigned University professor in “Sport Law and sport contracts” at the Civil Law Institution, Faculty of Jurisprudence, “*Università degli Studi*”, Milan
- Coordinator of the Specialisation Course in “Sport Law and sport justice” at the Civil Law Institution, Faculty of Jurisprudence, “*Università degli Studi*”, Milan
 - President of Sports Law Comm. in UIA, Un. Int. Advocats
 - Board Member in IASL, Int. Ass. Sports Law

INDEX

- 1 The evolution of professional sport
- 2 The sport-sponsoring contract
- 3 The forms and levels of sport sponsoring in general.
- 4 Sponsoring in winter sports. The ski case.
 - 4.1 Sponsoring in the FIS international circuit contests: the FIS Regulation on the subject of sponsoring
 - 4.2 The FIS Operative Regulation on the subject of Sponsoring: the “Title Sponsor Guide” for the Ski World Cup
 - 4.3 Ski sponsoring in Italy
- 5 The Winter Sport Italian Federation sponsoring. The relation FIS/Pool Sci Italia
- 6 Sponsoring of the skier. The Giorgio Rocca case
- 7 Sponsoring and the public bodies
 - 7.1 The FIS/Piedmont Region case
 - 7.2. From a territorial body to a sponsor company. The Trentino Region case
- 8 Conclusions

1 The evolution of the professional sport and the commercial contracts in the sport sphere

During the last years, the professional sport sector was characterised by a deep transformation that lead sports clubs to develop, side by side with the traditional sport activity, the activities connected into exploiting their image and their brand.

Originally, the sport economical component was expressed in the form of the so-called sport patronage, centred on the figure of the entrepreneur-fan who, initially driver by emotional and passionate reasons, searches in sport to increase his fame and therefore hiss business.

The thrust towards professionalism, accompanied by the transformation of sports clubs in real company businesses, has oriented the companies themselves in finding new forms of financing and this has made it necessary for an important modification of the organisational structure of the clubs, having become marketing oriented.

Historically, in Italy the first discipline to become oriented towards marketing was basketball, whose 1st division League organised matches with sponsors and carried out market researches on the public present in the sport palaces. This was followed by volleyball with the creation with a real marketing office within the League and which at present, according to a research, is the major marketing-oriented sport.

Adoption of a sports marketing policy allowed professional sports clubs to diversify the activities and therefore the sources of income that can hence be explained as follows:

- sale of tickets and subscriptions
- temporary or permanent transfer of players,
- achievement of awards, connected to sport results, at national or international level,
- transfer of radio-television rights whether in clear or cryptic,
- sponsoring,
- contributions by the National League of Professionals,
- transfer of advertising spaces,
- merchandising,
- management of the stadium,
- management of a television channel dedicated to the team.

To be effective, marketing activities must be coordinated among them, so that each one may move in the desired direction and in a manner to create effect synergies with respect to the type of identified market (so-called marketing mix).

Sports clubs mainly turn to two great markets with different requirements and needs: the receivers of their performances (spectators, fans) and those that supply the financial means (sponsors, media). Therefore, they find themselves operating on markets with extremely differentiated characteristics; in fact on one hand it must be oriented towards a high number of persons (mass marketing), and on the other hand it must be operated with a market characterised by a request not expressed by individuals but by companies (business-marketing”).

This is an exclusive peculiarity of sports clubs, for which it must be taken into consideration in creating of the marketing plans, by trying to establish a profitable collaboration between the marketing function and the technical function, from the point of view of pacific coexistence between sporting culture and company culture.

What is certain is that the great economic, technological and managerial accelerations, that influenced sport in the last years, forced the main subjects involved (sporting clubs, athletes, etc.) to provide them of a managerial component that is able to cover all the potential markets of reference.

To better understand the way which sporting clubs should move in the market, it could be useful to define the concept of marketing mix, mentioned just now, which indicates the combination (mix) of controllable variables (decisional levers) of marketing that companies use for reaching their objectives.

The variables that traditionally are included in marketing mix are the 4P:

- product
- price
- place
- promotion

In the broadest sense of company-communicating for sponsoring, it is intended an extreme form, sophisticated and indirect of communication that substantiates in an activity that tends to avail itself of the fame and/or image associable to certain events, phenomena, sports events, to temporarily couple the name of a company, of a product or of a trade mark for the

purpose of benefiting by indirect effect of the positive value that such coupling may determine and by so doing stimulate an active interest in definite consumer groups

Presently, in Italy, although sponsoring has become, for sporting subjects, a tested instrument of commercial exploitation, it cannot be considered that all the capacities innate to this contractual typology have been fully exploited.

Under this profile, it must be stressed that the majority of the Italian sporting clubs, contrary to the associations in the United States, use sponsoring in the broadest sense as prevalingly individualistic, to the extent that they aim to guarantee an economic base for facing the sporting year.

A greater and well-founded synergy between the sporting club and the sponsor company would enable improving the relative sponsorship relation with benefits both for the sporting association that could increase their incomes through consolidation in time of the contract relation, and for the sponsor who, by virtue of the company cooperation of the sponsored, could increase its exposure on the market.

In substance, the sporting club should cooperate not only with the sponsor, but also for the sponsor, to the extent that it should, on one hand, offer to the latter a customised sponsoring packet that takes into consideration the real commercial requirements of the partner and, on the other hand, during the drafting phase of the contract, cooperate actively with the sponsor for checking whether the programmed objectives have been reached.

2 *The sport Sponsoring*

Since now it must be stressed how, even today, it cannot be checkable in none of the European or Extra-European juridical regulation an official and unitary definition of sponsoring since, by such term, in its modern explanation, as much in the common language as in the technical language, reference is made to a phenomenon so complex and changing to drive the most shrewd authors of talking of “sponsoring” not in the singular and in the generic sense but rather in the plural in the meaning of single forms and contracts of sponsoring referred to specific fields of application.

In fact, under the complexity aspect, sponsoring represents a juridical – economic – communicational phenomén, and therefore with the consequence, thaty the expression under

examination is used not only for defining the juristic act that exists between the contracting Parties, the sponsor and the sponsored, but also for indicating the advertising communication form of which it is the resultant, and the means or the advertising support through which this particular form of communication is accomplished.

Sponsoring, in general terms, may be defined as the approach, against compensation, of the name, the brand, the logo of a company to someone else's name, activity or event, for obtaining an advertising return.

Sponsoring is placed in this accession, from the juridical point of view as commercial transaction and under the company profile as an autonomous advertising communication instrument and therefore represents, a modern phenomenon, typical of the industrial – consumer society that in general gives privilege to the image itself of the marketed products rather than their real quality.

Sponsoring presents itself as a multiform phenomenon that assumes different characteristic features depending on the sectors in which it is inserted and that varies, within each one of these, based on the specific situations, in relation to the requirements, economic capacities and to the purposes of the Parties that, by influencing the content of the contract, determine the specific obligations deduced therein. In fact, from simple placing of the sponsor's name on the shirt of an athlete, to the use of its image to make advertising spots, as well as from the mere use of advertising spaces during the sponsored sport event it is possible to reach organising and the creation of the event itself.

The doctrine of juridical level, instead, concerned, in a particular manner, of the study of the phenomenon from the contractual point of view, aims to underline essentially the main feature, the synallagmatic manner, and the commercial aim, image return, of such agreements. Consequently, sponsoring is defined as “the agreement by which the sponsored subject is obliged to act as a vehicle for the brand or of other messages of the sponsor against payment of a compensation”, or as “the synallagmatic contract by which the sponsor supplies services in money or in kind to the sponsored subject against the possibility to associate its brand or its image to the activity, to the name or the image of the sponsored subject for the purpose of obtaining commercial advantages, directly or indirectly”.

3 *The forms and the levels of sport sponsoring in general*

Sport offers to sponsor companies a vast series of “forms” or communicational vehicles, as well as different subjects to sponsor.

In a procedure directed towards drawing up of contracts always more specific, various levels of sponsoring may be found. Each of these levels is characterised by a certain type of service, having in common the same end of linking the brand of the sponsor subject to the activity of the sponsored subject, and corresponding to as many levels of financial commitment by the company, which decides using sponsoring as a communicational instrument.

Usually it is distinguished among the following:

a) *The sole sponsor*

It represents the solution to the possible confusions among the various levels of sponsoring. It concerns a contractual agreement into which merge the image of the means, the sponsored event and the sponsor, in all the exploitable spaces during the course of the sporting activity, without any distinction among those directly linkable to the sporting practice and those that are linked indirectly with the brand/event link.

However, this figure is in decline and is bound to be superseded by the sponsor *pool* and by the other levels of sponsoring, about which it shall be better explained herein.

b) *The main sponsor*

This is the primary sponsoring form at the disposal of a sporting club; it is the contract for which the sponsored subject offers to the sponsor greater exposure in terms of spaces and opportunity of advertising return.

In case it concerns sponsoring a club, the main sponsor may expose its marking or its name on all the material necessary for the agonistic activity: game jerseys, sportswear and for relaxing.

In case of sponsoring an event, it is what is associated to the name of the sports event or that is indicated as subject thanks to which financing it was possible to accomplish the sports event itself.

c) *The secondary sponsor*

It is secondary since it is economically committed to lower extent with respect to the primary and consequently enjoys minor spaces and opportunities. In fact, it never appears on game uniforms and nor near the name of the sports event. At most, it can accomplish

promotional-advertising initiatives in which it can use images and symbols of the club, of the athlete or of the event.

d) *The technical sponsor*

Between primary and secondary sponsor there is this other form of agreement, drawn up with a company that supplies the clothing and the material for carrying out of the sporting activity. The technical-sport sponsoring may be defined as the company activity that wishes to exploit the potential fame of determined subjects, organisations, sports events or other events, for exhibiting a product, objectively linkable to the sponsored activity, for stimulating, in determined sectors of the public, an active interest with respect of certain qualitative characteristics of the production¹.

Instead, as far as regards the subjects it is a common practice to distinguish among:

a) *Team*

Sponsoring of a sporting association undoubtedly represents the most common and most probably the most known form of sponsoring.

By sponsoring a team, firstly the sponsor can guarantee for himself, the possibility of placing his marking on the uniform of the athletes. This commercial activity allows the investing company to reach hi levels of circulation of its brand since television broadcasting, photographs published on newspapers, posters and the picture cards of the team or of one of its single components shall inevitably display also its logo printed on the jerseys. In addition, it must not be forgotten that for the fan the uniform of the fan's team represents a real object of cult that is strictly bought at the start of each sport season and worn not only for going to the stadium but also during free time, thus transforming the fan in an as much unaware as very effective instrument of circulation of the brand of the sponsor company.

Ever more often, based on accurate contractual agreements, the name of the sponsor company is inserted in more and more spaces, among which it is worth mentioning the transport means, the advertising posters at the edge of the sporting grounds, the roof of the team's benches, the backdrops during interviews, the pre-competition posters and sport event bills, the entry coupons for the sport event.

At the same time, in the sponsoring under examination, it is becoming more and more frequent to grant the sponsor the possibility of exploiting the team's images and its symbol for

¹ F. ASCANI, *Sport e sponsor* (Sport and sponsors), Milan, p. 138, Idem, *Management e gestione dello sport* (Administration and management of sport), Milan, 2005, p. 455 and successive modifications

promotional-advertising and/or merchandising reasons. Sponsoring of a team, by offering several sub-vehicles of communication and several promotional opportunities, allows the sponsor to receive a vast exposure and therefore, a large image return, the positive or negative aspects of which, nevertheless, being directly proportional to the image of the team being sponsored, depends from factors such as the obtained results on the sporting grounds and the sport, and also possibly other, events which concern it, which are independent and uncontrollable by the sponsor.

An additional connotation of these contracts may be the obligation for the sponsored party to guarantee to the sponsor an exclusive treatment, which may mean both (absolute) prohibition to stipulate other sponsoring contracts with any whatsoever company, and (relative) prohibition to be sponsored by companies that produce goods in competition with the sponsor's products. In this second case, the sporting association could have more sponsors on condition that the latter belong to different market sectors.

b) The single athlete

Sponsoring a single athlete is certainly a more complex and articulated phenomenon than that of sponsoring a team.

With this form of sponsoring the sponsor company supplies to the athlete the sporting material bearing the former's marking necessary for carrying out the activity, such as the uniform, shoes, skis or racket. With this peculiar form of partnership, the investing company obtains the same effects of indirect circulation and the same possibilities of contractual stipulation by assuming the same relative risks that may be accomplished by sponsoring a team, even if it must be underlined that, while in the first case, the sponsor's logo is generally of more reduced dimensions, the image return, since it concerns only of a single athlete, depends not only from its sporting results but, particularly from the athlete's personality, sympathy and particular communications force.

c) The sporting Federations

By this sponsoring form the sponsor company obtains the right to be acknowledged as the official partner of a Federation and the possibility of availing for itself of such qualification for promotional-advertising purposes. This type of partnership, materialises in sponsoring the national team of the related sporting Federation, with respect to the former, it therefore enjoys

of a minor exposure at quantitative level but, even from the temporary point of view, given the scarce and concentrated commitments of the national teams, nevertheless compensated by the particularity and above all by the prestige of the sponsored subject. In addition, generally speaking, in sponsoring a Federation, especially recently, it does not participate any longer a single sponsor as it occurred in the nineties in soccer with the association between FIGC (the Italian Football Federation) and IP, but rather a plurality of partners often organised in the so-called pool.

d) The sport events

In this case, the sponsor has the possibility of obtaining and using for advertising purposes the qualification of official partner of the sport event in addition of being able to enter into an agreement for the presence of its marking on specific elements linked to the event, such as posters, sport event bills and tickets and during sport events such as poster boards, maxi-screen and audio announcements.

In addition, recently and always more frequently, the sponsor of the event is also allowed, on the guideline of coupling with a team, to add its name to the denomination of the sport event, as it occurred, for example, in England with “Gillette Marathon” or in Italy with *Coppa Italia* and *Serie A TIM*.

Sponsoring of a sport event, on one hand, eliminates or reduces in a significant manner those typical risks of partnership of a team or of an athlete, and allows the sponsor, in the more important sport events, of receiving an exposure at international level; and on the other hand, nevertheless, meets a substantial limit in the brief duration and in the low frequency of the event itself. In fact, also in the so-called world sport events represented by the summer Olympic Games, soccer World Championships, Formula 1 Championship, National Basketball Association (NBA) Championship and Champions League, they are, with respect to the high costs due for their sponsoring, evident and different communicational limits.

In detail, the Olympic games is the only event able to attract attention of equal intensity in all continents, however, the communicative value of such a sport event is strongly limited by its low frequency (these games occur only every four years) and by the prohibition of exhibiting the markings on the place where the competitions are carried out; whereas the soccer World Cups allow the so-called poster exhibiting at the edge of the soccer grounds but, still show a scarce penetration capacity in Asia and in North America, for the improvement of

which the 1994 edition was organised in the united States of America and that of 2002 in Japan and South Korea; Formula 1, compared to these events, has a high frequency but, is connoted by a mass media covering considerably lower, by a scarce penetration in the American continent, where the interest for Formula CART prevails, and by the crowding of the markings; the NBA Championship, the Champions League and, to a greater extent, the various national tournaments, instead, notwithstanding the high frequency, show a communicational force still of regional dimension.

In addition, just like for sponsoring a Federation, it is always increasing more and more the tendency for constituting of a sponsor company pool, especially in cases of important sport events.

Finally, it must be reminded that in sponsoring the event, the sponsor may not only limit itself to be an official partner of an already existing event, but it is possible that it actively collaborates to its organisation just as for the creation of a sport event to which associate its own image.

4 *Sponsoring winter sports. The case of ski*

In relation to winter sport and in particular to the ski sector, which constitutes the specific object of the present contribution, a net distinction must be made between sponsoring between sponsoring related to international sport events of the FIS circuit (World Cup) and those with a national character of the FISI competence, such as for example the Italian championships of specialities.

4.1 Sponsoring in the FIS international circuit competitions: the FIS Rule on the subject of sponsoring

The organisation and the participation to FIS international competitions are subject to a licence that allows the organiser to host in its location the event (for example downhill run or any other speciality) and the athlete to participate in the competition as a competitor since the latter is holder of a membership card of a national Federation associated to FIS itself.

The previously mentioned subjects are also obliged by this licence to follow a series of prescriptions and regulations issued by FIS itself, regarding both the aspects strictly inherent with the sporting event (slope rules, disciplinary aspects, doping, etc.) and those that concern typically the commercial sphere, such as for example the subject of sponsoring, brand exposure and communication.

Within the “International Ski Competition Rules” approved by the 44th International FIS Congress in Miami in 2004, there is a series of prescriptions at general level on the subject of sponsors, which is worth to be underlined.

In principle, as ratified by art. 205 and successive modifications of the aforementioned Rule, the single national Federations and the competitors that have obtained a valid FIS license are subject to respect the guidelines established in its rules.

Before examining closely the analysis of the single provisions issued by FIS, it is worthwhile to carry out a brief juridical overview of the international sport Federations. As known, the latter pursue the aim of encouraging and facilitating the practice of their specific sport, acknowledge and confirm the pertinent world records, eventually organise directly the competitions and, above all, promulgate the rules on the subject of sport that bind the associated organisations.

The International Federations have, in fact, the responsibility for managing and controlling the respective sport rules. For each sport comprised in the Olympic Games programme, and for all the competitions that are carried out under the support of the Olympic International Committee (C.I.O), the technical preparation and the actual carrying out of the competitions fall within the responsibility of the International Federations which preside over the relative sport.

The purpose of dictating binding rules for the single disciplines is translated into an exclusive function of regulatory character, typical and essential of the International Federations.

As far as the fundamental principle of obligatory character of these rules is concerned, it resides “on the commitment assumed by the National Federations, at the time of admission within the International Federation in the capacity of members and reproduced exactly in the national Statutes“.

It therefore concerns of rules negotiated since the national bodies adhere to such summit organisations through contractual agreements and to determined conditions. By virtue of such a nature, these provisions “must be deemed incorporated in the Statutes of the various national

Sport Federations, which deal with the same sport by virtue of a return“ and “the general principles that regulate the interpretations of the agreements must be considered applicable for what concerns their interpretation“.

The FIS is an organisation founded in 1924 to promote the practice of the various ski specialities and to coordinate its international sporting activity. It is an association of national Federations with headquarters at Oberhofen am Thunersee in Switzerland and is delegated to the official organiser world championships and World Cups of all ski specialities.

Getting now into what regards our specific close examination, the subject of sponsoring is subject of specific provisions of the international Federal rule, often of extreme practical detail more than juridical contents, which can be explained as follows:

- a national Federation or its ski pool has the power to stipulate sponsoring, supply of equipment or advertising contracts with a commercial firm or an organisation, if such a firm or organisation is accepted as official supplier or as sponsor of the national Federation in question,
- it is prohibited to advertise with material which represents or mentions the FIS competitors together with other non qualified persons in accordance with the FIS rules or the CIO rules;
- any payment in compliance with such contracts must be effected exclusively to the ski national Federation or to its ski pool, which receives and manages these payments on behalf of the competitor in accordance with the respective rules of the ski national Federation. No competitor may receive directly part of such payments;
- it is prohibited to competitors, under penalty of disqualification, to take off the skis before getting over the red line clearly marked by the organiser in the finish area;
- on occasion of the world Championships and for all Alpine and Nordic skiing competitions comprised in the FIS calendar, the competitor is not allowed to attend with the skis, official ceremonies with national anthems and/or when the flags are being hoisted. However, it is allowed to keep the skis on the winners stand before and after the official awarding ceremony for press photographs, etc.;
- the markings or model names indicated on hardware products (skis, ski poles, ski fastenings, footwear and helmets) cannot be applied on starting gate pectorals and on competition clothing, unless the name corresponds to the actual producer of the corresponding competition clothing.
- all decisions regarding the position of the commercial markings is the national Federations' concern. However, it is foreseen by law that:

- a) the total surface of all the commercial markings on the clothing of a person must not exceed 300 square centimetres;
 - b) the total surface of a commercial marking must not exceed 100 square centimetres;
 - c) the commercial markings of the same sponsor cannot be located neither one above the other nor one near the other;
- advertising with the athletes is allowed subject to authorisation by the concerned national Federation. Authorisation by the relative national Federation is always required so that the names, title and photographs of the athletes may be used for commercial purposes. Advertising with athletes is not allowed in the following cases:
- a) any kind of advertising with alcohol, tobacco and drugs;
 - b) use of names, images and titles of skiers for the denomination of products or models of products;
 - c) any direct discrimination or active presentation of the product;
 - d) any racial or religious discrimination;
- sponsoring with companies that operate in the tobacco, alcohol and medicine fields are prohibited but so are commercial contracts (partnerships) or of supply of goods (suppliers) that are not accounted for by the National Sport Federations (FSN) participating as official companies or suppliers of the national team. Instead, sponsoring of company markings that are competitors of the sponsors of the FIS itself are not prohibited, as long as the latter follow the spaces and the dimensions granted by the operative FIS Rule in such a way as not to cover the brand of the FIS commercial partner. For example, for the 2007/2008 season the FIS World Cup is sponsored by the well-known marking of the AUDI motorcar company. The United States of America ski national team, which among its members counts the champion in charge Bode Miller, exhibits on the track suits the marking of the “Chevrolet” motorcar company;
- FIS imposes that on the equipment and on the materials used are not reproduced obscene symbols, but only markings and symbols authorised by the FSN itself and in compliance with the provisions dictated by the FIS, both from the operative and technical point of view comprised in the Specifications for Competition Equipment and Commercial Markings”;
- in relation to the typically technical aspects on the use of the materials (weight, shapes, etc.), the FIS makes express reference (art. 207) to the specific rule which is drafted on this subject every year during the spring period that precedes start of the sporting season;

- the FIS has the power of protecting the damaged athlete by an improper use of the latter's name or image by third parties, by means of a legal action subject to a release of a proxy by the athlete in person;
- the FIS Rule on the subject of Sponsorship and Advertising is concluded with the provision of sanctions in case of violation of the regulations on this subject, which is punished with the suspension or withdrawal of the FIS licence to the FSN associate that has broken them. The competent Body for such decision is the FIS Council, namely the supreme body of the International Federation.

4.2. The FIS Operative Rule on the subject of Sponsoring: the "Title Sponsor Guide" for the Ski World Cup

The federal provisions examined previously aim to impose, on the subject of sponsoring, determined commitments involving the sponsors and the single participants during sport events of the international circuit.

Attention shall now be given, instead, to whoever organises on behalf of the FIS the single events, which represent, as a whole, the so-called "World Cup".

The organiser of the single competition of the World Cup must guarantee, besides the good operation condition of the ski slope and the necessary plants for the sport event, also a whole set of plants and locations necessary in order to give exposure to sponsors, whether its own or of the FIS itself.

In fact, for some years now, the Ski World Cup is sponsored by a company, which, as it is now common practice in the most practiced and followed sports, allows its own brand name to be coupled to the sport event itself.

For the current 2007/2008 sporting season, the World Cup is coupled to the brand name of its main sponsor calling itself "Audi FIS Ski World Cup".

It is therefore evident that, as far as image level is concerned, this brand shall have a greater importance and exposure during all the competitions of the previously mentioned sport event.

Use of other brands and therefore drawing up of further sponsoring contracts with other companies by the local organiser (so-called Local Organization) of the World Cup competition

must take into account the guidelines given by the FIS with respect to the use of the sponsors during the World Cup competitions.

The organiser to whom is granted the licence for using the FIS markings and those of its sponsors for the purposes of the competition organised by himself, is obliged to follow the special provisions comprised in the so-called “*Sponsor Guide*” that the FIS creates for each local committee of organisers for the purpose of regulating the use of the markings, both of the sponsors and of the advertising materials in the World Cup competitions, and which we shall illustrate briefly below.

Competition infrastructures

Great importance is given to the structures that are used for carrying out the competition such as the athletes’ starting and exit boxes and the banner at the finishing line since they are associable to the most important moments (starting and finishing) of the entire competition, which are consequently those most exploitable by television and therefore commercially.

The so-called “starting gate” may be sponsored only in the special spaces called “*Event Sponsor*”, namely with the marking or the logo of the company that sponsors the entire event. Near it, in a predefined position, the markings of the FIS, the main sponsor. This is valid also for the finishing line and the athletes’ *Exit Gate* where, however, there is no more space for the sponsor of the event but only the logo of the host location.

Post competition infrastructures

Just as it happens with other sports, the final moments of a competition are in any case important for the purpose of the athletes’ exposure and hence of the sponsors.

In fact, ever more often, based on the careful contractual agreements, the name of the sponsor company is inserted on additional spaces, among which it is worthwhile mentioning the transport means, the advertising posters at the edge of the sporting grounds, the roof of the team’s benches, the backdrops during interviews, the pre-competition posters and sport event bills, the entry coupons for the sport event.

Concerning the event under examination, use of the sponsors is disciplined on some of the aforementioned structures and in particular in the so-called *leadeboard* where one or more sponsors may be inserted by the organiser as long as the dimensions and the granted spaces are met, also with respect to the main FIS sponsor.

On the winners stand and on the video screen, instead, none of the organiser's sponsor can be inserted, while in the so-called backdrops for the interviews there is the possibility of inserting other commercial sponsors and logos of the host territorial body always on compliance with the provisions on the subject of space and dimensions.

Competition materials

By competition material it is not referred to those used by the single athletes (of which it has already been mentioned in previous paragraph 4.1.), but rather on the pectorals worn by the competitors during the aforementioned competitions.

The FIS has brought about, at sponsoring level, a difference on the subject of granting spaces and has introduced a distinction between the so-called "branding" of the pectorals of all the participating athletes (Starting bib) with respect to that of the Leader of the classification (Leader bib) who shall obviously have greater media mass exposure compared to the first.

In accordance with the Federal rule, on the bib reserved for the normal competitors, the Event Sponsor finds great exposure with respect to the main FIS sponsor. This relation is inverted, instead, with respect to the pectoral used by the Leader of the classification where the main FIS sponsor has greater space and exposure with respect to the Event Sponsor.

4.3 *Ski sponsoring in Italy*

In Italy ski sponsoring is going through an important and delicate moment due to several factors, among which, the most important, is surely linked to the shortage of sport results and fall of fans and of those practicing the sport.

The FIS, recently out of a stormy period of administration by external commissioners, is set into relaunching, with the recent election of Chairman Giovanni Morzenti, the image and the interest of the discipline, not only among those practicing the sport, but also among companies that may invest in this sport².

In Accordance with the FIS rule and Statute, there are no specific regulations on the subject of sponsoring contracts, but a generic reference to all FIS regulations and therefore to those on the subject of sponsoring *ut supra* analysed.

² The first successes on the subject of sponsoring were the renewal of the contract with the FILA and the new agreement with AUDI, as previously seen the main sponsor of the World Cup.

However, recently, maybe to obviate such a “gap”, the FISU, by an internal circular has provided a sponsoring contract model between a sporting association and a sponsor company, the contents of which may be analysed briefly.

The FISU pays special attention to the obligations involving the Parties that are defined in a precise manner, for reducing to the utmost the hypotheses of conflicts on the interpretation of the agreement.

Even if the advertising aim pursued by the sponsor does not represent the reason of the contract, it is self-evident that the sporting association must adopt all those necessary behaviours for the achievement of the aims that the sponsor has set for himself.

To this end, at contractual level, on principle, the following clauses are envisaged:

- the sponsor’s brand, in compliance with the specimen delivered by to the association by the company-sponsor, shall be placed, at the care and expense of the sponsor itself, on the jacket back side and breast side of the tracksuit of athletes and masseurs, during the presentation of the athlete as well as on the competition uniform and bags used by the same;

- during the competition, said tracksuit shall be worn by the other athletes of the same association not engaged in the competition and also by the masseurs;

- the sponsor’s brand shall be placed on both sides of the bags containing the sport equipment used by the athletes;

- the sponsor’s brand shall be placed on the various articles of clothing, according to what is indicated in the previous point, even during training and withdrawal at the training camps;

- the sport association shall place the sponsor’s brand on its letter head sheets and on every communication activity it could carry out, on the sides of the bus used by the club for the transfers of the athletes and on the access titles of the possible shows organised by the club;

- a sponsor announcement shall be read by the official speaker of the events that could be organised by the club;

In order to eliminate or in any case reduce what can be defined as the normal economical risk of the contract, the contracting Parties expect ever more frequently the introduction, in the sponsoring agreement, of specific preventive protection clauses concerning those hypotheses and situations of non *appearance* of the sponsored Party and/or negative image interference, which effectively entail lower and/or negative advertising feedbacks.

On this matter, it is interesting to mention the provision, more widely formulated even in skiing, which imposes the Parties to forbid its managers (representatives and holders of membership cards) to express opinions and release statements that could in any case harm the prestige of the Parties themselves.

However, according to the current practice followed in other sports, even in skiing, the protection of the sponsor cannot be extended to comprise cases in which the non-achievement of certain sport goals by the association had negative repercussions on the sponsor's profits. To this effect, significant is the clause according to which "the technical-sport management is completely unrelated to the sponsor", which therefore cannot object in case a series of defeats of the sponsored subject resulted in negative economical repercussions for the sponsor itself.

Nevertheless, let us see in more detail the FISI case.

5 Sponsoring by FISI, the Italian Winter Sports Federation, (Federazione Italiana Sport Invernali). The relation FISI/Pool Sci Italia

This form of sponsoring does not substantially differ from the club or sport association sponsoring: in fact, the spreading of the message, as it was arranged by the sponsor, occurs through the national teams. Basically the difference lies in the fact that the subjects of this contract can alternatively be the Federation and the single sponsors or the Federation and the sponsor consortium, which in practice is called "pool".

This term indicates exactly the union that is created among the several companies manufacturing clothes or specific equipment proper to the sport sector in which operates the concerned Federation.

In fact, this allows the sponsor companies the possibility to boast the title of "Official Supplier" of the national team for different sport events, to avail themselves for their products of a common brand, duly registered, "as symbol of quality and prestige" and to use for advertising purposes the name and results achieved in the competitions by their own holders of membership cards.

The "pool" obligation, in turn, is to supply consumption materials, both free of charge and at low prices, and to provide financial contributions in return of considerable promotion-advertising advantages, and in particular those that are technical, that they receive from the

agreement, in the sense that companies can contractually rely on the continuous cooperation of the athletes to improve the production quality and quantity.

Therefore, it is essentially a matter of a technical or of a “supply” sponsoring.

The first example of “pool”, historically established in sport, is exactly that created by the *Federazione Italiana Sport Invernali* (FISI), the Italian Winter Sports Federation, which produced undeniable economic effects in the entire ski sector, contributing decisively to the victories of the national team.

Until 1969, the athletes of the national team had direct relationships exclusively with the single companies, and this situation common to other sports too, ended up by splitting the communication between the company and the single athletes preventing the keeping of homogeneous contacts with the sport world.

On the political and practical plane, the proposal of forming a “pool” made up of companies intent in supplying to the *azzurri*, the Italian national team athletes with specific sport equipment, meant to depersonalise the sponsor relationship with respect to the athlete, and therefore interpret it in a new manner.

The relationships among the FISI and the sponsor-companies are based on the so-called Protocol and on the contracts entered into in every single sporting season.

In general, the Protocol disciplines the activity of the contracting Parties, by governing:

- the relationship between the FISI and the Consortium, which contracts in the name and on behalf of the associated companies the commitments related to the supply of equipment and the payment of the quotas linked to sport results, while it assumes on itself the obligations regarding the payment of the overall yearly contribution to the FISI;
- the procedure for determining the money contributions and the necessary equipment;
- the admission of new companies;
- the correct use of the POOL-FISI brand;
- the advertising, public statements and control on the associated companies, which are committed to the observance of a statute and a technical consortium rule and, finally, the exclusion of these companies.

On the contrary, with the single contracts, always with reference to the Protocol, for which what is not expressly provided, is determined the concrete content of the respective obligations for each sport year. In particular, the sponsor has specific limitations included in the contract concerning the right to boast the title of “Official supplier of the team”, the

contract duration and the prohibition to use, after expiry of the contract, qualifications such as “former supplier of the team or sport Federation”.

Moreover, the right of the sponsor on the image of the team or athletes to use official group photos or single athlete photos for advertising purposes, is limited, provided that they are taken during competitions and clearly indicating their names. Likewise, the right to use the athlete’s image for the so-called “active” advertising, that is to say, outside sport competitions to extol exclusively the quality of the product, is excluded. In this case, the specific approval of the sponsored Federation and the consent of the involved athlete to use his image, are required.

The Consortium *Pool Sci Italia* officially exists as such since 16 October 1974 and belongs to the “Ski Racing Supplier Association” (SRS) which represents more than 50 brands of companies supplying equipment to Alpine and Nordic skiing, freestyle and snowboard national teams.

The Consortium is made up of a pool of companies, which through the consortium statute, have determined “the increase and spreading of the skiing practice, but also, obviously, the increase in value of the products linked to the winter sport practice”. In this way, the Pool allows the national teams to be strengthened thanks to quality equipment. Better the results, greater the commercial and tourist benefits. The involved companies are both Italian and foreign, but, in any case, they are present on our territory and all of them pay a similar admittance fee. Until 1992, the Pool included the entire suppliers of the national team, while now, following a FISU request that led to a very difficult phase of the relationships between the two bodies, only technical suppliers are admitted. The technical suppliers are the companies that represent skis, ski fastenings, ski-shoes, ski poles, crash helmets, glasses, gloves and ski waxes. Now the Pool represents only technical suppliers, that is: skis, ski fastenings, ski-shoes, ski poles, crash helmets, glasses, gloves and ski waxes³.

An amount to be paid by the gathered companies to the FISU is agreed, as a cooperation contribution and prize money for the athletes proportionally to the results achieved. In addition, the companies meet the expenses related to the materials supply and technical assistance through their ski-men. In return, they can boast the “Pool Sci Italia” marking.

³ The 2007 revenues are decidedly lower than those of 2006: 3.9 billion, that is 600 million less if compared with the previous year. One of the reasons was the mild climate, which caused a fall in the presence of skiers by about 1 million and in addition a negative effect on the sales caused by the ever more frequent habit of hiring the equipment.

The FIS/Pool contract of 22 December 2006 explicitly refers to the rule of the *Federazione Internazionale Sci* (FIS), the provisions of which have been previously examined.

In fact, as previously mentioned, in the sport world, the sponsoring contract is subject to the specific provisions adopted on this subject by the various sport Federations, Associations and Leagues, which have not to be taken so much as an answer to the inactivity of the legislator on this matter, but rather as the exigency of the sport world, highlighted moreover by the different solutions adopted by the various Federations to solve their specific problems that other sources would not be able to face.

Such provisions are directly binding for the sponsored sport subjects who belong to the related Federation or Association, while they produce effects towards the sponsor companies only if they are explicitly acknowledged and mentioned through a specific clause included in the sponsoring contract.

As a rule, it is the Federations themselves or the respective Leagues that impose to their members to introduce in the sponsoring contracts a clause in which the respective sponsors state to have acquainted themselves with and accepted the prescriptive obligations on the matter prescribed by their Federation.

Nevertheless, let us examine now the case of sponsoring the single athlete in skiing, in particular *azzurro* Giorgio Rocca, the Italian national team ski champion.

6 Sponsoring the skier. The Giorgio Rocca case

In this case, it concerns mainly of a so-called “technical sponsoring”.

With this form of sponsoring, as previously mentioned, the sponsor company supplies the athlete with the sport equipment, carrying its brand, necessary to carry out his activity, such as the uniform, ski-shoes, skis or snow shoes.

In this form of sponsoring, referred to a single subject, not only the achievement of sport goals but also the personality of the sponsored athlete has great importance, since his charisma can offer an additional value to the sponsoring contract.

On this matter, significant is the case of skier Giorgio Rocca, an Italian athlete who succeeds perfectly in matching sport and human values⁴.

⁴ The data that follow, have been kindly supplied by ... whom we thank for the cooperation.

His marketing area has defined more than one typology of partnership, all based on two key concepts: product exclusivity and closed number of partners. In addition, the athlete is testimonial for all his sponsors, in the sense that the contracts envisage for the sponsor companies, the exploitation for commercial purposes, of his image.

Rocca's personal sponsoring comprises a main sponsor, which is Valtellina, a plurality of technical sponsors, among which Atomic, Fila, Mico, Brico, Dainese and Tecnogym, a gold sponsor (official product), represented by Apt Livigno and several official suppliers, among which Gatorade, Latte Candia and Club Med.

The so-called "main sponsor" is the partner that mostly commits itself from an economic point of view towards the sponsored subject and therefore, it is that having the largest spaces and opportunities within the offer as configured by the sponsored Party.

The main sponsor Valtellina, which gathers a pool of 14 Lombardy companies, represents a group of public and private bodies that have decided to invest in this brand. They are industrial, commercial companies, local institutions the aim of which is promotion of the Valtellina geographic area, both in Italy and abroad.

The excellent results achieved and strong bond with his land (in fact, Valtellina) make Rocca the perfect testimonial for this brand.

The agreements with Valtellina that pays the athlete an amount of 250,000.00 € per year, include the following terms:

- presence of the logo (50 sq. cm) on the frontal side of the athlete's headdress (cap) ;
- use of the athlete to make television and radio spots, with worldwide circulation;
- use of the athlete to make photograph, editorial and filmed sequence services, with worldwide circulation;
- use of the athlete to make Public Relation initiatives throughout the world for five days a year;
- use of the athlete for making prize contests;
- presence on the official internet site of the athlete with logo and link to the site of the sponsor;
- presence of the logo on the advertising material and on the official clothing of the Giorgio Rocca Fans Club.

Curious is a recent initiative of the Valtellina sponsor, which announced a competition to link Giorgio Rocca to schools, entitled "draw the Giorgio Rocca crash helmet", where the

Valtellina students of primary and secondary schools shall submit their sketches and the winner shall then be printed by serigraphy on the crash helmet.

Substantially, for the technical sponsors, the same terms valid for the main sponsor, are proposed again, except for the sponsor brand that appears on the equipment worn or used by the athlete.

The notoriety that is derived is considerable.

For example, thanks to the sponsoring of the Livigno athlete, Mico obtained a great increase in the exposure of the brand, which Rocca promptly shows at the end of each descent, by opening the neck of the external tracksuit (in fact the brand is situated on the neck of the under tracksuit).

The sponsoring agreements with Mico gave rise to many promo-advertising activities, among which the realisation of several photograph services in which Rocca is shown while he is engaged in other sports, obviously dressed with Mico clothing. The stated aim of this initiative was to demonstrate the polyvalence of the athlete and strengthen his image outside the ski world.

A real co-marketing strategy among athletes was carried out by Rocca and Valentino Rossi, both sponsored by Dainese. The basic idea was to associate two champions who compete in different periods of the year, to give an idea of continuity of the Dainese victories. In fact, in the advertising campaign, published on the Italian sports newspaper, *Gazzetta dello Sport* a few weeks before the Winter Olympic Games, Rossi steps down from the stand in favour of Rocca as if he wishes to say “I won this summer, now it is your turn to win in winter”.

Concerning the gold sponsor, APT Livigno, all the previously mentioned contractual terms are valid, except for the presence of the logo on the clothing used by the athlete. Even in this case, the local body has decided to sponsor Giorgio Rocca by virtue of the strong bond of the athlete with his land, in which he still lives.

Finally, for the official suppliers, the contractual relationship provides:

- use of the athlete to make television and radio spots with worldwide circulation;
- use of the athlete to make photograph, editorial and filmed sequence services with worldwide circulation;
- use of the athlete to make Public Relation initiatives throughout the world for three days per year;

- use of the athlete to make prize contests;
- presence on the official internet site of the athlete with logo and link to the site of the sponsor;
- presence of the logo on the advertising material and official clothing of the Giorgio Rocca Fans Club.

The most interesting case is that of Gatorade, which is now operating for the first time in the ski world. The cooperation between Rocca and Gatorade, in addition to the mentioned agreements, provides also the participation of the athlete to the so-called “sweat test” of the Gatorade Sports Science Institute of Chicago, the sweat test that allows the detection of the ideal hydration for each sportsman/sportswoman contributing to improve their performances.

The Gatorade brand acquires exposure most of all at the finishing line, when the manager promptly gives the flask of Gatorade to Rocca who quenches his thirst after the descent, with all the television cameras while they are taking shots.

The success of a sponsoring operation in the sport world is always linked to sport victories. In fact, after the four consecutive victories of 2005/2006 season, the slalom racer market is on top and the value of Rocca has shot up from 300,000.00 Euro to 650,000.00 Euro and today, his packet of sponsors comprises 14 contracts.

7 *Sponsoring and the public bodies*

The sponsoring phenomenon has already acquired a huge spreading and operates not only inside private-law relationships, but also as an alternative instrument for the achievement of public aims.

The entitlement of the public bodies to reach sponsoring agreements reside in Law 27 December 1997, No. 449 which, under art. 43 provides that “in order to foster the innovation of the administrative organisation and to carry out increased economies, as well as a better quality of the given services, Public Administrations can enter into sponsoring contracts..... with private subjects and associations”.

Furthermore, though Law of 27 December 1997 No. 449 the object of which is “measures for the stabilisation of the public finance” it was ruled the generalised recourse for the sponsoring contract by all Public Administrations for the achievement of three goals: the

development of the innovation in the administrative organisation, carrying out of expense savings, improvement of the quality of the services addressed to the public.

It must now be pointed out that the Public Administrations have no full freedom of negotiation, since the public bodies, in their private law activity, are not free to use the contract for any end, but there must always be a correspondence between the contractual instrument used and the pre-established public ends, which the bodies must pursue. In this case, it is a matter of end obligation, as a limit to the ability of use of the sponsoring contract by the Public Administrations.

The first end obligation concerns the pursuit of the efficiency and the productivity targets and this public interest has a different connotation according to whether the Public Administration turns out to be the sponsored subject or represents the sponsoring subject.

In the first hypothesis the public interest consists in carrying out the institutional activity in the most efficient, effective and economic possible way. In fact, the sponsor shall allow finding the necessary resources to help the administration in the achievement of its targets.

For this very reason, the recourse to a procedure of public record is unavoidable; this guarantees not only the most economically reliable subject, but also the possession of specific characteristics by the sponsor, being likewise relevant the requirement to safeguard the image of the public subject.

Instead, in the second hypothesis, the public interest coincides with the correct management of the public money, and therefore it is necessary to carefully select the event, initiative or subject to be sponsored.

At the end, sponsoring constitutes an instrument, which can be used by the public bodies to carry out their institutional ends, since the achievement of the fixed aims is left to their choice both through private law instruments and contractual activities in which the private initiative is involved.

From the above, it follows that the right to use sponsoring must be exercised only further to an adequate preliminary inquiry by the Public Administration. Through this preliminary inquiry, the costs and benefits of the choice must be carefully examined, in favour of the use of the nuptial instrument rather than the authoritarian.

7.1 *The FISU case/ Piedmont Region*

A particularly interesting case is represented by the experience of the Piedmont Region, which, recently, has adopted the D.G.R. No. 24-5263 of 12 December 2007 with which it approved the targets and criteria of the direct expense of sport activities for year 2007.

To implement the mentioned regulation, it has been envisaged the financing possibility in favour of events with regional, national and international significance, high sport technical level and high promotional importance, which can have strong repercussions both of image and of tourist and sport appeal towards the territories in which the events take place, as well as initiatives of special interest as a vehicle for the communication campaign on the sport ethics.

Among the initiatives and/or projects which can be financed with the resources allocated on chapter “direct expense”, there are, sponsoring of Piedmontese athletes or belonging to Piedmontese sport Clubs/Associations who are at a national and/or international level, and the sponsoring of Piedmontese sport Associations and/or Clubs the teams of which compete on the top divisions or championships, regularly organised by the sport Federations, associated sport disciplines, bodies of sport promotion, whose activity has a special interest under the promotional and advertising profile.

Here, we can proceed with the analysis of the sponsoring contract between the Piedmont Region and the *Federazione Italiana Sport Invernali* for year 2004, an agreement falling within a more complex network of relationships which involve the two bodies and which specifically refer to the bobsleighbing discipline.

In the introductory remarks, there is an important provision that sets some limits to the Region-sponsor. In fact, it is provided, that “the promotion-advertising rights resulting from the contract do not allow the Region to use the images of the single athletes, even whether in sport-competitive activities, without the explicit consent of these athletes or of the club to which they belong. In any case, it is peremptorily excluded any form of advertising use which entails an active participation of the athletes in the advertising message”.

Further down, the most significant clauses of the contract shall be highlighted.

The object of the contract, in accordance with art. 2 of the agreement, is the execution by the FISU and the sponsor Region of a joint promotion-advertising programme to be carried out during the occasion of the activities organised by the FISU, with special reference to all the

initiatives organised and promoted by the latter, at and inside the ski slope used by the said Federation and owned by the Cortina d'Ampezzo Municipality.

Concerning the obligations of the contracting Parties, the FISU is bound to promote the image of the Region, in the specific combination by carrying out by the athletes who shall participate in the Olympic Games of 2006, of sport activities, both of training and of sport-competitive character, concerning the bobsleighbing discipline.

By virtue of the agreement, the FISU grants to the Region, on the occasion and during the carrying out of the previously mentioned activities, the qualification of official partner of the *Federazione Italiana Sport Invernali*, a qualification that can be used by the Region, during the period in which the contract is in force, in all the promotion-advertising communication activities carried out by the Region itself, subject to the FISU verification and approval. In addition, it was agreed that the previously mentioned qualification, granted in a non-exclusive form, could be the object of a special brand that must be made, based on subsequent agreements, according to the indications given by the Federation.

The provision contained in art. 3, is very important; according to this provision, the right to use the FISU brand is linked to the qualification indicated in the first paragraph (official partner of the FISU).

In fact, the contract object of comment belongs to the category of the so-called mixed contracts, within which the sponsor is granted, in addition to the right to see its brand appear in combination with the sponsored Party's activities, also the right to use the brand of the sponsored subject, which, normally, is granted on the strength of an independent licence contract or a merchandising contract, that is to say the one with which the holder (merchandiser) of an exclusive right on an intangible property such as a name, a drawing, an emblem, normally with a great deal of interest to the public opinion, allows the use, against payment, to a subject (merchandise), so that he can use it to advertise or simply to connote his products and/or services, which have a very different nature with respect to those for which the name, drawing, emblem have been originally created by the holder of the relative right.

These "rights of use" are governed by the same contract, which governs the sponsoring relationship, and are considered as an additional benefit granted by the sponsored Party to the sponsor, whereby no payment through royalties is requested.

However, it must be pointed out that the agreement under examination, even if it follows the mentioned rights of use of the federal brand, limits the powers of the sponsor-

Region at the international level, and this is due to the contractual clause according which the Region states to be acquainted with and explicitly accepts that all the rights of use of the FISU federal brand pertaining to the major FISU national teams which shall take part in the World Cups, winter sports world championships and in the most important international events announced by the competent international Federations, have been granted exclusively by the Federation to the Committee for the organisation of the 2006 XXth Olympic Winter Games and, therefore, the rights granted with this contract are to be intended as limited and, in any case, excluded if in contrast with such agreements.

Then, in practical terms, the FISU commits itself to reserve, for what concerns the communication activities:

- a place on the portal of the Federation in order to promote targeted initiatives which involve the Region with respect to the commitment in the bobsleighbing discipline with the ski slope at Cortina d'Ampezzo;
- the activation of a link which connects the FISU portal with the institutional site of the Piedmont Region through a pushbutton placed on the home page of the FISU portal;
- the issuing of four editorials on its online magazine named *Sport Invernali* (Winter Sports) in order to promote the contractual agreement;

In addition, the FISU commits itself to carry out an intermediation activity at the Cortina d'Ampezzo Municipality and the management company of the bobsleigh slope, submitting possible requests by the Region for the use of fixed advertising spaces along the facility. Only after acceptance of the previously mentioned bodies, the Region can arrange autonomously the drawing-up of the relevant promotion-advertising agreements.

Finally, the FISU commits itself to allow on the Cortina ski slope the carrying out of the training activity for the "ice climbers" who shall be afterwards engaged in the running of the bobsleigh facility of Cesana Torinese. It is likewise provided, that the non-fulfilment of such obligation by the FISU is cause of cancellation of the contract.

As far as the obligations at the sponsor's charge are concerned, the Region commits itself to pay, as compensation for the promotion-advertising service carried out by the Federation, the amount of 48,000.00 €

In addition, the Region, at the expiry of the contract, must fulfil some accessory obligations:

- cease the exercise of the rights of advertising use deriving from the agreement;

- eliminate the qualification of Official Partner from all the advertising and promotional material within 30 days from the termination of the contract;
- prohibition to use in any form the qualification of former official partner of the *Federazione Italiana Sport Invernali* or other similar.

7.2 From territorial body to sponsor company. The case of the Trentino Region

Notwithstanding the several problems that in Italy the winter sports sector, and especially that linked to territorial bodies, has faced in the last years concerning the ability to find sponsors and commercial partners for their initiatives and events, there is an exception represented by a reality, which recently, after investing a lot of money, is having many corroborations at commercial and marketing level.

It is the case of the Trentino Region which, since 2003, has changed its *Azienda di Promozione Turistica* (Apt) (Tourist Promotion Company) into a Joint-Stock Company, able not only to promote the local tourism, but also to make marketing at 360° throughout the entire territory by means of a synergy with other bodies such as the University, the Chamber of Commerce and the Category Associations.

The strength of such new company lies in the fact that it has understood that the various individuals on the territory, the different regional realities, the different cultures present on the territory, etc. needed a unique reality in which they could be represented and acknowledged, and for this reason the brand “Trentino Spa” has been created and has already obtained great exposure and identity, giving a precise identity to each represented sector.

Among this, there is sport, which for the Region has always represented a great cultural and economical resource.

In addition, sport is an element that in a philosophy of marketing and territory promotion cannot be missed since it is already ascertained that a sport event can become a tourist attraction that mobilises people in the various localities, creating a chain of collateral movements among companies of considerable interest.

Therefore, to host a sport event is, for Trentino, an opportunity not only to promote the territory, but also to claim and enhance the brand.

The strict relationship between the promotion of the territory through sport and the promotion of sport through the territory has succeeded in developing an excellent exposure and reputation of the Region not only in Italy but also all over the world.

The sponsoring of teams and athletes falls within the same perspective.

In fact, the Trentino brand is the sponsor of many athletes born and grown up in its territory such as, for example, the cross-country skiers Zorzi, Deflorian, Degasperi, just to name a few, but also (and this is the great news) of important foreign teams such as for example the American national ski team, which, apart from the agreement to perform training on the Paganella Plateau, it exposes the Trentino brand on its internet site and on its means of transport⁵, as for, but in other ways, by the Canadian national ski team.

With reference to winter sports in Italy, the Trentino is sponsoring with an important partnership, all the Italian ski champions through the project “from Roveretoto Vancouver” prior to the next Winter Olympic Games.

In substance, the fact that Trentino links itself to life values and styles transmitted by sport, allows to place itself on the market as a supporter of these ideals, to promote its brand and territory.

In fact, the consequence of the marketing actions was that of attracting the investments of the sponsor companies, with which, among other things, lasting collaborations have been started, succeeding in bringing, for example, the brand inside the Turin Olympic Games stadium.

The operation carried out by the Trentino Region, can therefore be qualified according to the meaning of “Territorial Marketing”, that is to say, an innovative and state of the art approach, integrated in an effective policy of promotion and development of the territory image and the creation of the Trentino brand (that is to say, a brand); this is the essence and result of the sport-marketing which has become one of the fundamental points of the policy of territory positioning and expansion which could be taken as an example by other bodies to favour the development of sponsoring concerning the sport associations which operate in the sector of winter sports.

⁵ Another example of team sponsoring is the withdrawal to the training camp of Juventus FC of which Trentino (with Pinzolo) is the Official Summer Training until 2010.

8 *Conclusions*

In the light of what was previously stated, it is easy to understand the importance that the sponsoring contract has in the sport world; it is an instrument of commercial exploitation of one's own reputation (sponsored Party) for the sponsored subject and an instrument to increase one's own exposure for advertising purposes for the sponsoring subject.

In conclusion, from this point of view, the specific potentialities of winter disciplines can be highlighted, which, actually, show some characteristics, which suit perfectly the running of the sponsoring contract.

Firstly, the special characterisation of the locations where the winter sport disciplines are held, and, in particular, the ski sport, offers several opportunities to the sponsor companies in terms of exposure and choice of the most suitable partnership.

In fact, the location where these sport disciplines are held has many material spaces that can become the object of commercial exploitation, such as for example, as previously mentioned, the starting gate, the finishing line (Exit Gate), the leadeboard, the posters along the entire course, in addition, obviously, to the whole competition equipment worn by the athletes which comprises skis, snow-shoes, glasses, etc, all spaces to be exploited by sponsors of the most varied commercial sectors.

Secondly, it must be underlined that ski competitions normally are held during different times compared to other sports, such as football or basketball, the contests of which are held also in evening hours; so that every kind of competition with other sports in mass-media key is practically absent.

Finally, sponsoring in snow sports is becoming an important vehicle for carrying out public ends and, as previously shown, ever more frequently, the territorial bodies use this kind of contracts to promote tourism on their territory.

Therefore, if at a potential level winter sports represent a fertile ground for the development of the sponsoring contract, actually there are still some obstacles for a complete and final seal of approval for this commercial practice.

It is a fact absolutely well known that winter disciplines do not enjoy a wide mass-media cover and, in any case, the spaces that media offer to these sports are certainly lower than those granted to other successful sport disciplines; consequently, this scarce exposure affects negatively the investments by companies interested in obtaining an advertising return.

Another sociological type aspect that can be pointed out consists in the decreasing number of those who practice this sport, due to climatic changes and current practice by consumers to hire skis when practicing this activity. The inevitable consequence is the fall of sales and therefore of investments in this sector by companies which could be potential commercial partners.

A last aspect, typically sporting, concerns shortage of sport results and image-men who can act as a resonance chamber. Once ended the “Tomba-Compagnoni” era - presently, except for the Rocca experience – who, among others, worked very hard to find a sponsor – is recorded a void of sport results.

All these circumstances have been object of a debate during the FIS Council meeting that took place in Portoroz in May 2007, in which the SRS, which represents the sponsor companies, has informed the Federal bodies on the deficiencies of the current system and on the necessity to find new solutions which may allow companies to work in a more satisfactory way and with lower costs.

In conclusion, if sponsoring in winter sports has not yet reached a high and satisfactory development, it is due to the previously mentioned negative factors.

In fact, when talking of sponsoring, it must not be thought of a separate phenomenon, able to operate properly in an independent manner, but of a commercial practice that needs a series of factors to be able to expand its field of action.

In this way, for example, the decrease in the number of those who practice this sport, inevitably determines a fall in the sale of products linked to the sports activity, with negative economic repercussions on the companies, which are unable to start a sponsoring relationship.

On the contrary, the positive carrying out of a specific contractual relationship (for example, the company/consumer relationship), triggers a chain reaction able to stimulate investments and offer new business opportunities.

To this effect, it is emblematic the relationship developed between the Swiss Ski Federation and the “*Union Suisse de Commerce du Fromage*”, the Swiss Union for Cheese Marketing. Initially, the sponsoring envisaged that the athletes wore yellow competition tracksuits with “hole-shaped” drawings, which reminded the characteristics of a special type of Swiss cheese (emmental). The success that this article of clothing met with the public was so wide that the sponsor registered that design as a brand, developing a collection of items called “original Suisse cheese design”, with annexed sale of rucksacks, watches and T-shirts.

**(REFERENCE MUST BE INTRODUCED TO THOSE WHO SUPPLIED
DATA AND ACKNOWLEDGEMENTS IN EVERY SINGLE PART (SEE THE
ROCCA CASE)**