

SOH Third Party Brand Guidelines

Hello



**Why do we need
Third Party Brand
Guidelines?**

Providing a single framework for all to use

The SOH Third Party Brand Guidelines provides an actionable framework for licensees/rights holders to apply to their authorised use of the Sydney Opera House brand.

These guidelines have been created in response to us needing to more clearly articulate how, when and where licensees/rights holders can use the Opera House brand.

The aim of these Guidelines is to:

- create consistent and fair use of our brand
- ensure appropriate approvals are being sought
- educate licensees/rights holders so that our brand is being used correctly in early stages of usage development
- minimise instances of brand misuse

The building as a brand is the Opera House's greatest asset. It is a powerful and hugely recognised brand globally

Both as a cultural venue and as an Australian icon, the Sydney Opera House was the #1 venue spontaneously recalled among Sydneysiders and Australians



When the Sydney Opera House brand is misused or misrepresented – we erode what we stand for

This can result in reputational, commercial and relevancy risks including:

- confusing people, audiences and customers about ‘who we are’
- compromising the commercial & engagement value of our partners and rights holders
- jeopardizing future engagements

Overview of the Brand Guidelines

The 'Sydney Opera House' brand refers to the following

Trademarks & Logo



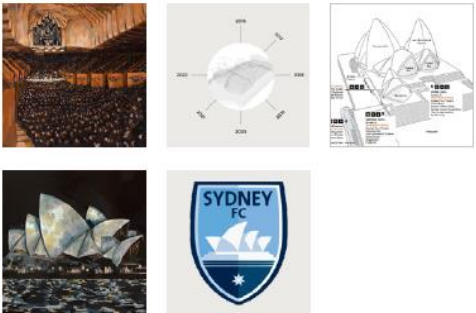
Names and Text



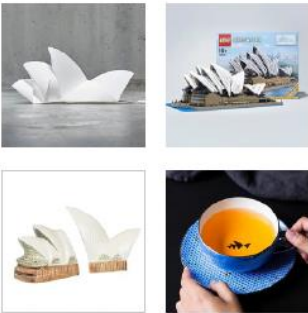
Images



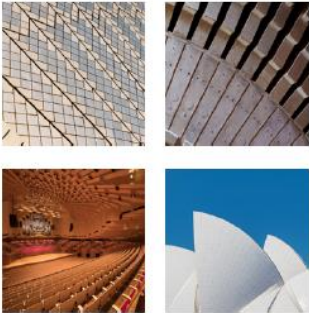
Graphic Representations



Style & Designs



Likeness



Brand Guidelines help you make the right decisions

What are the guidelines?

The guidelines outline the **conditions of use** of the Sydney Opera House Brand and outline how the brand, including the sails can be represented in conjunction with the third party's contractual rights.

It also provides information about seeking approval of use, which is in every instance of Sydney Opera House brand utilisation.

Who are they for?

These guidelines are for third parties with who we have **existing relationships** with, and who **have contractual SOH brand usage rights**.

How can BE Sydney use the Sydney Opera House Brand?

Within the BE Sydney contract, a specific clause outlines entitlements for the use of the Sydney Opera House brand. This clause will include references to the equivalent of:

If one party wishes to use the other's Brand then it will do so only:

- (i) with the other's prior approval; and
- (ii) not in connection with any of its sponsors or other business partners.

Conditions of Use

Condition of Use

#1. There can be no association between the SOH Brand and any third party, other than the one who has sought express permission from SOHT for the use.

- Primary infringement in this example is the implication that there is an association between SOH and Launch Festival. The festival is sponsored by DNSW and the NSW Government, who have contractual brand usage rights of SOH, however Launch as a third party does not have these rights (CoU #1).
- Advertisement also infringes CoU #6(a) and 6(b)



Condition of Use

#2. No images, text logos, slogans to be superimposed / placed over imagery of SOH.

- Primary infringement in this example is superimposing images and text over imagery of the sails (CoU #2)
- Advertisement also infringes CoU #1 and 6(c)



Condition of Use

#3. Use must not undermine the integrity of the Sydney Opera House Brand.

- Primary infringement in this example is the undermining of integrity of SOH brand through incorporation of cockroach into SOH image (CoU #3)



Condition of Use

#4. The use must contain factually correct content and statements which are not misleading or defamatory statements or content.

- Primary infringement in this example is misleading statements that Australian Dream Weddings can guarantee a Sydney Opera House wedding in the Utzon Room (CoU #4)
- Website also infringes CoU #6(b) and (c)



Sydney Opera House Wedding

Home » Destination & Themes » Sydney » Sydney Opera House Wedding

Your wedding at one of the modern wonders of the world.

The Sydney Opera House is unquestionably the most famous building in Australia, and one of the most significant and widely recognised structures in the world.

Australian Dream Weddings is proud to offer this magnificent international icon for your wedding. Recognised as one of the modern wonders of the world, The Sydney Opera House is set on one of the most beautiful blankets of water on Earth - Sydney Harbour!

Your wedding at the Sydney Opera House will take place in the Utzon Room overlooking magnificent Sydney Harbour.



Destinations

- › Sydney
- › Gold Coast
- › Cairns
- › Port Douglas

SYDNEY OPERA HOUSE WEDDING PACKAGE

Our inclusions below are based on the basic requests from most of our wedding couples. However as we are a personal wedding service, we can customise anything to suit you. Please [email us](#) for your special requests and for prices.

Your Wedding includes:

- › Use of the Opera House and location fee



Condition of Use

#5. There must be no association between the SOH Brand and any religious, political, personal or social parties, movement or causes.

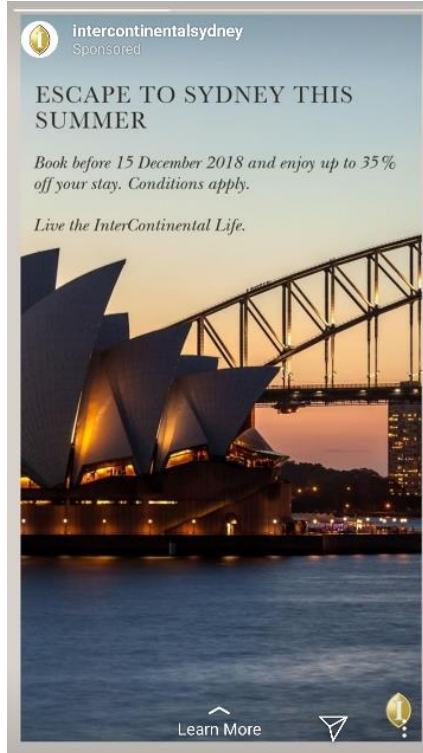
- Primary infringement in this example is an implied association between SOH and religious organisation Hillsong (CoU #5)
- Advertisement also infringes CoU #1



Condition of Use

#6(a). In the case of use by any party, the SOH Brand must always be of less or equal prominence than any third party brand.

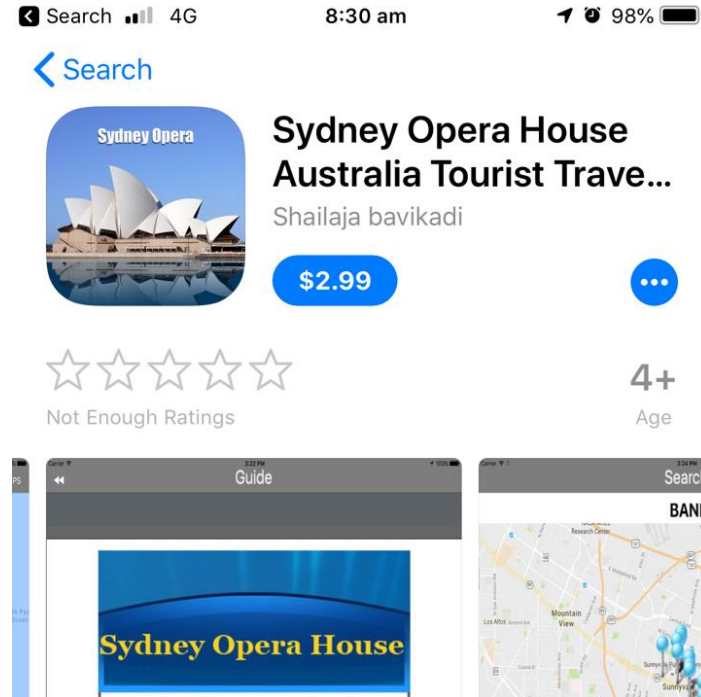
- Primary infringement is prominence of SOH brand in relation to Intercontinental name/logo as represented in the overall creative composition (CoU #6(a))
- Advertisement also infringes CoU #1 and 6(c)



Condition of Use

#6(b). In the case of use by any party, the use must not create the impression that the user is authorised to speak on behalf of the SOH.

- Primary infringement in this example is the false impression that Sydney Opera House Tourist Travel Guide, is an authorised provider of Sydney Opera House tourism offers (CoU #6(b))
- Advertisement also infringes CoU #6 (a) and (c)



Condition of use

#6(c). In the case of use, the use must not create or attempt to create confusion for members of the public that they are engaging with the SOH itself.

- Primary infringement in this example is impression that the user is engaging with SOH itself through the prominent reference to SOH experience in copy and imagery (CoU #6(c))
- Advertisement also infringes CoU #1 and #6(b)



Condition of Use

#7. Any imagery of the SOH, whether provided by SOHT or externally sourced, cannot be manipulated in any manner, which distorts or interferes with the accurate proportions, shape, colour, and context of the SOH building.

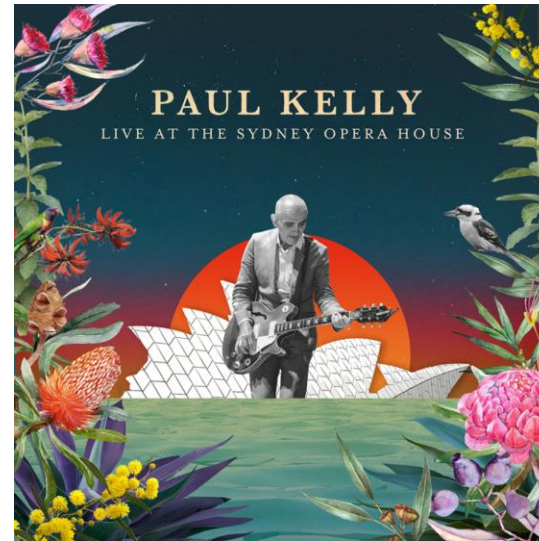
- Primary infringement in this example by Afterpay is the distortion of the image of the SOH (CoU #7)
- Advertisement also infringes CoU #1



Condition of Use

#8. Any graphic reproductions of the Sydney Opera House building must be a predominantly true and accurate representation, design or illustration.

- Primary infringement in this example is the inaccurate representation of the SOH in the illustration of the Paul Kelly CD cover (CoU #8)
- Advertisement also infringes CoU #2



When should BE Sydney get approval from SOH on use?

Summary: Any and every time you use the SOH brand in any context or creative execution.

Your contract requires you to seek permission for any use of the SOH Brand, so please submit your request by email to your primary SOH contact. Alternatively, you may contact the Sydney Opera House brand team at Brand-Requests@sydneyoperahouse.com for approvals. Please leave a minimum of three business days for a response to a request.

Where you are developing a campaign which will 'roll out' across multiple channels, we advise that you liaise with your primary SOH contact for advice before you enter the design phase. This will enable us collaborate with you on the best interpretations of the Guidelines and ensure the efficient creation of the concept at your end.