

CANBERRA MARATHON

WITHOUT ADMISSIONS OFFER OF SETTLEMENT BY CUNDY SPORTS MARKETING

This document sets out the basis on which Dave Cundy and Fran Seton, trading as Cundy Sports Marketing, has offered to resolve its dispute with the ACT Cross Country Club.

CSM will

- (a) organise and manage the Canberra Marathon indefinitely and (subject to what follows) without interference from the Club
- (b) transfer to the Club all rights to conduct, and intellectual property associated with, the Canberra Marathon at the end of CSM's term
- (c) promote the Club as the Club Partner of the Canberra Marathon by – (a) prominently displaying the Club logo at the start/finish area of the Canberra Marathon and associated events, in a stand-alone fashion on the Canberra Marathon website, on entry forms, in the race program and in results books; (b) including the Club website address in the race program and results books; (c) producing and distributing *Canberra Runner* magazines as a race program and results book; (d) distributing Club flyers in race packs; and (e) encouraging all ACT entrants to the Canberra Marathon or associated events to join the Club
- (d) ensure that the Canberra Marathon and its associated events continue to be conducted in accordance with the IAAF Rules
- (e) not change the date or name of the Canberra Marathon without obtaining approval from the Club
- (f) from the 2011 Canberra Marathon, pay the Club \$3 per entrant in the marathon, and \$1 per entrant in the 5km and 10km fun run events, if the Club provides a minimum of 100 volunteers and free equipment hire to CSM
- (g) fully support all volunteers by – (a) continuing to give them training and equipment for their specific roles prior to the event and sustenance and relief during the event; (b) treating them with respect at all times and acknowledging their contribution to the success of the Canberra Marathon and its associated events; and (c) providing them with an opportunity to provide feedback following the Canberra Marathon each year
- (h) continue to administer the Griffin and Burley Griffin programs, which recognise those persons who have completed 10 Canberra Marathons (Griffins) and 20 Canberra Marathons (Burley Griffins)
- (i) maintain public liability insurance providing a minimum of \$20 million cover for any liability arising from or associated with conduct of the Canberra Marathon and each of the associated events
- (j) attend a meeting with the committee of the Club within four weeks following the Canberra Marathon to discuss the event and proposals for future Canberra Marathons; and provide a written response to all feedback received from the Club
- (k) not object to use by the Club of its ACT Business Name Registration F00135324 CANBERRA HALF MARATHON in respect of a half marathon event held in about May of each year

- (l) withdraw its application for road closure permit from ACT Roads for the Canberra Half Marathon
- (m) not object to the Club organising a running event in Canberra over the marathon distance under a name other than CANBERRA MARATHON, and which takes place at any time other than the autumn months of March, April and May

The Club will

- (a) apply in writing to the Trade Marks Office to withdraw its CANBERRA MARATHON application
- (b) withdraw any and all applications for road closure permits from ACT Roads for the Canberra Marathon
- (c) continue to actively promote the Canberra Marathon and associated events in the ACT, including by – (a) displaying material and making announcements at relevant events; (b) placing material in the *Canberra Runner* and other publications; (c) distributing entry forms; (d) encouraging other clubs to promote the Canberra Marathon to their members and (e) providing advice and training support as a means of encouraging first time marathon participation
- (d) continue to provide volunteers for the Canberra Marathon and associated events
- (e) provide unbranded equipment to CSM as required by CSM for the Canberra Marathon or associated events, at CSM's own risk and responsibility
- (f) provide and advertise to its members a contact address for feedback regarding the Canberra Marathon, and provide any feedback it receives to CSM anonymously
- (g) do nothing to undermine any of the intellectual property associated with the Canberra Marathon or its associated events, directly or through others
- (h) not organise or manage, or contract or otherwise assist another person to organise or manage, a marathon race to take place in Canberra during the autumn months of March, April and May

The parties will

- (a) discontinue the Federal Court proceedings with no order as to costs
- (b) release each other from all claims that they have or may have had against each other in relation to or connected with any Canberra Marathon or associated event already conducted, and any past or current dispute concerning ownership of or rights in any intellectual property in or associated with the Canberra Marathon or the associated events
- (c) do nothing that would bring the Canberra Marathon, CSM or the Club into disrepute