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Hartland, Trevor and Skinner, Heather  (2005) What is being done to deter ambush marketing? Are these attempts working? *International Journal of Sports Marketing and Sponsorship*, 6 (4). pp. 26-36. ISSN 1464-6668

**DOI:** <https://doi.org/10.1108/IJSMS-06-04-2005-B005>

**Publisher:** Emerald

**Version:** Accepted Version

**Downloaded from:** <https://e-space.mmu.ac.uk/621222/>

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**What is being done to deter ambush marketing, and are these attempts working?**

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## **What is being done to deter ambush marketing, and are these attempts working?**

### **Extended Abstract**

As a result of the intensification of commercial sports sponsorship activity and the consequent escalation of costs of obtaining sponsorship rights, some organisations have explored means by which they could deliver the same impact as sports sponsorship, but via mechanisms that require significantly less financial outlay such as the practice of ambush marketing.

Ambush marketing has been described as the efforts by non-sponsoring organisations in “a planned effort (campaign) ... to associate themselves indirectly with an event in order to gain at least some of the recognition and benefits that are associated with being an official sponsor” (Sandler and Shani, 1989). Since being first identified during the 1984 Los Angeles Olympic Games, ambush marketing has also been referred to as “one of the most disquieting developments in sponsorship” (Meenaghan, 1998), and by some authors as “unethical and even immoral” (Hoek and Gendall, 2002). Yet the growth of ambush marketing has “paralleled the burgeoning growth of sponsorship” (Crow and Hoek, 2003). As sponsorship opportunities are increasingly being ambushed by non-sponsoring organisations, event organisers are attempting to put preventative measures in place to block such ambush attempts.

This paper therefore examines industry responses to the growing practice of ambush marketing, to establish whether the measures that have been put in place to deter the practice have indeed prevented the “ambush” effect whereby audiences associate other, non-sponsoring, organisations with particular sporting events.

Lagae (2005) has proposed a number of tactics for blocking such ambush activities, and these form the theoretical framework within which the preventative measures for key sporting events are examined. Each tactic has been examined with reference to events in both Australasia and Europe.

Findings from our case studies do point to many problems inherent in relying on legal measures to deter ambush marketing, such as ambiguity in interpretation of the law, the unlikely success of taking legal action against ambushers, and the lengthy legal process. Although other, non-legislative measures have also been suggested as being effective in blocking ambush attempts, the protection of logos and brand names and sponsorship agreements will also require recourse to the law. Although exclusivity agreements may appear to be the most effective tactic for blocking the ambusher, our findings show that these agreements may cause the most dissatisfaction with event consumers who may be loyal to competitor non-sponsoring brands, and can also attract adverse publicity for the exclusive sponsor who appears to be limiting consumer choice.

### **Short Abstract**

This paper examines industry responses in Australasia and Europe to the growing practice of ambush marketing, to establish whether the measures that have been put in place to deter the practice have indeed prevented the “ambush” effect whereby audiences associate other, non-sponsoring, organisations with particular sporting events. Although some of these measures may be more effective than others in blocking ambush attempts, these also come with potentially negative consequences for event sponsors.

## **Introduction**

The meteoric growth of commercial sponsorship during the last three decades is well documented (Lee, et al, 1997; Meenaghan, 1998; Mintel, 2000). Furthermore, indications suggest that expenditure in this medium is likely to continue; Kolah (2003) for example highlights the fact that global sponsorship reached an all time high of \$26.2 billion in 2003. Of individual markets comprising arts, sport and broadcast sponsorship, the sports industry receives the largest portion of revenue (Mintel, 2000), reflecting a global trend whereby sports events are estimated to receive around 65% of all sponsorship spending (Lee, Sandler and Shani, 1997).

The Sydney Olympics attracted A\$700 million in sponsorship revenue (Curthoys and Kendall, 2001), which highlights the growth in sponsorship expenditure when compared to the total direct investment in Australian sports sponsorship of around A\$600 million in 1995 (Shoebridge, 1995). The Commercial Economics Advisory Service of Australia (CEASA, 2001) report into sports sponsorship in Australia found that, even without taking individual player sponsorships into account, \$1.28 billion was spent on sports sponsorship in 2001. The CEASA report is also fairly optimistic about the state of the industry, finding an overall increase of 1.9 per cent in sponsorship in the same year, despite a downturn in the world economy, and a number of highly publicised sponsorship failures. The Sponsorship Solutions Fee Index (SSFI) also showed the Australian sponsorship market growing by 9.1% in 2002 (*The Age*, 2003).

The popularity of sports sponsorship and its subsequent growth is further highlighted when the top ten sports sponsoring organisations in Australia are examined (Table 1)

and reveal that five of the ten of these are companies that don't originate from Australia. Further to this, of the top ten favoured sponsor categories (Table 2), only one, albeit the favourite, has any obvious connections with sport.

As a result of this intensification and the consequent escalation of costs of obtaining sponsorship rights, some organisations have explored means by which they could deliver the same impact as sports sponsorship, but via mechanisms that require significantly less financial outlay. It is therefore of little wonder, that on the back of this growth, the phenomenon of ambush marketing has “paralleled the burgeoning growth of sponsorship” (Crow and Hoek, 2003).

This paper examines industry responses to the growing practice of ambush marketing, to establish whether the measures that have been put in place to deter the practice have indeed prevented the “ambush” effect whereby audiences associate other, non-sponsoring, organisations with particular sporting events. Organisations who, according to Sandler and Shani (1989) undertake “a planned effort (campaign) ... to associate themselves indirectly with an event in order to gain at least some of the recognition and benefits that are associated with being an official sponsor”.

### **Ambush Marketing Practices**

Meenaghan (1998) has referred to ambush marketing as “one of the most disquieting developments in sponsorship” and although he identifies the 1984 Los Angeles Olympic Games as the first event to be targeted, notes that it has since become a “major issue for the sponsoring industry”. Sandler and Shani (1989) found that the first recorded example of ambush marketing was when Fuji secured official

sponsorship rights for the 1984 Olympic Games. In response, Fuji's key competitor Kodak became the sponsor of ABC's broadcast of the Games and also sponsor of the "official film" of the U.S. track team. Hoek (1999) however observed that "in practice, ambushing may involve any number of blatant or more covert activities", and these could range from "sponsoring a team competing in an event sponsored by a competitor, through to purchasing media time and space around the reporting of an event sponsored by a competitor". During the 1996 Atlanta Olympic Games for example, Nike embarked upon an ambush campaign by prominently displaying its logo on the building directly opposite to the stadium. Although not an official Olympic sponsor, this promotion inextricably tied Nike to the city and to the event.

An abundance of empirical evidence exists that illustrates the effectiveness of ambush marketing (Sandler and Shani, 1989; Meenaghan, 1994; Garrahan, 2000).

At the 1994 Winter Olympics in Lillehammer, Norway, in response to official-sponsor Visa's claims that American Express was not accepted at the Olympic Village, AmEx created an advertising campaign "claiming (correctly) that Americans do not need 'visas' to travel to Norway" (Sauer, 2002).

Vodafone's six-year deal sponsoring The Wallabies for the 2003 rugby World Cup was sidelined after archrival Telstra signed up as the official tournament sponsor. Vodafone responded by deploying a team of look-alike players named "The Vodafone Wannabies" to tour the country. An independent poll revealed that Vodafone ranked ahead of Telstra as the fifth sponsor of the event (Media Asia, 2004).

Adidas, although not an official sponsor of the 2000 Sydney Olympic Games, was cited as the seventh most recognised 'sponsor' of the games (Garrahan, 2000). This was due largely to the publicity surrounding the Adidas body suits worn by the Australian swimming team that prominently displayed the organisation's logo throughout the event.

Lagae (2005) suggests that opportunities for ambushing are further enhanced if there are many sponsor categories or as the number of official sponsors increases.

Indistinctive sponsorship efforts together with excessively strict exclusivity rules are also identified as potential opportunity drivers.

Meenaghan (1994) refers to an early case that highlights the fact that despite having an unambiguous exclusivity agreement in place, innovative ambushing strategies will often still win through. In 1986, Opel, (a division of General Motors) secured sponsorship rights for Irish soccer. The agreement gave Opel exclusive sponsorship of all the Irish international teams and the Opel name was prominently displayed on all sportswear worn by the team, as well as all replica kit produced by Adidas, the official sportswear supplier at that time. Prior to the 1990 World cup and at the height of the Irish team's success, the Irish Permanent Building Society embarked upon a promotional campaign that included large outdoor posters of the Irish team wearing green soccer shirts which carried the Irish Permanent name. Despite an out of court settlement that resulted in the Irish Permanent having to considerably revise their campaign, a further poster and television campaign was launched featuring individual players of the Irish Squad, before, during and after the 1990 World Cup.



Whatever form the ambush may take however, the end result will ultimately lead to what Meenaghan (1996) describes as “consumer confusion [which in turn will] deny the legitimate sponsor clear recognition for its sponsorship role”. This then “damages the integrity and financial basis of an event” (Hoek and Gendall, 2002) for which the sponsors have paid dearly.

### **What is being done to deter the practice of ambush marketing?**

Measures to regulate the activity of ambush marketing now appear to be gaining in momentum. However, as Lagae (2005) identifies, “the legal battle against ambushers is not straightforward [because ambushers operate in a] grey zone”. The more adroit ones avoid using official identifiers and will instead often create alternative devices that relate to the event or team without actually breaching registered trademarks. For example, Hoek (1997) cites the New Zealand “Ring Ring” case where the imaginative use of a visual device clearly referred to the Olympic Rings symbol when read closely. A wealth of other Olympic ambushing examples abound:

*“To become the official sponsor of the 2002 Winter Olympics in Salt Lake City, Anheuser-Busch paid more than US\$ 50 million. In accordance with its agreement, it got all rights to use the word "Olympic" and the five-rings logo. Schirf Brewery, a local (and very small) company, came up with the rather ingenious (and apparently legal) idea of marking its delivery trucks with "Wasutch Beers. The Unofficial Beer. 2002 Winter Games." In accordance with copyright rules, Schirf had avoided using either the word 'Olympics' or the five-ringed logo. However, it had without a doubt connected itself to the games” (Sauer, 2002).*

Indeed, the fact that some ambushing could be regarded as being legal only serves to highlight the need for sponsors and event organisers to plug as many potential ambushing loopholes as possible. Europe currently has very few legal precedents with regard to ambush marketing; this situation however could soon be changing. Part of London’s bid to host the 2012 Olympic Games is to include measures to prevent

ambush marketing. Sherwood and Owen (2005) report that if successful in its bid, legislation is to be passed that “would make it illegal for companies that are not official sponsors to try to link their products with the [London] Olympics”. Sherwood and Owen further note that Tessa Jowell, the British Culture Secretary, is said to be determined to introduce legislation that would “make it unlawful for people to associate themselves, their products or their services with the games for any commercial benefit, unless they have been authorised to do so”.

Lagae (2005) proposes the following preventative tactics for blocking ambush marketing activities, which are considered to be a more efficient approach to the problem than attempting to take legal action against ambushers after the event by which time they may have already reaped the benefits of their activities.

- Using unique logos and brand names for official sponsors
- Making clear exclusivity agreements
- Forming a sponsor’s protection committee “directed by competent sports lawyers”.
- Integration of official sponsor’s activities: with examples such as providing exchange media for sponsors, organising associated events for official sponsors, and encouraging pooling between official sponsors.

Whether or not non-legislative actions such as the blocking tactics will ultimately have any real effect though is contentious. As Crow and Hoek (2003) suggest, “the creative use of ambush marketing tactics will probably always be a source of irritation to event owners and their official sponsors”. Curthoys and Kendall (2001) note that

the legal position as it currently stands seems unable to accommodate the concerns of official corporate sponsors. Ultimately, however, as Kolah (2004) points out, “it’s the ransom of glory” and as such “companies will continue to attempt ambush marketing”.

## **Methodology**

Therefore the focus of this paper is to examine industry responses to the growing practice of ambush marketing to establish whether the measures that have been put in place to deter the practice have indeed prevented the “ambush” effect whereby audiences associate other, non-sponsoring, organisations with particular sporting events.

As identified above, Lagae (2005) has proposed a number of tactics for blocking such ambush activities, and these form the theoretical framework within which the preventative measures for key sporting events are examined. Legislative and non-legislative measures have each been examined with reference to the sponsorship of key sporting events in both Australasia and Europe. Each example from a past sporting event was therefore treated as an individual case study. Perry (1998), detailing an approach to using case studies developed in Australia, notes that case study research areas are usually “contemporary and pre-paradigmatic”, and are useful for studying “inter-organisational relationships”, such as those between event organiser and sponsor, or in this case, event organiser and ambushers. Pairs of cases were chosen (Yin, 1994) to examine the effectiveness of each measure – one case each from Australasia and Europe. The use of geographically separated cases was decided upon to allow for better generalisability of our findings. Cases were therefore

chosen by using purposive sampling, an approach justified by Eisenhardt (1989) who states that the “random selection of cases is neither necessary, nor even preferable”. As Lagae (2005) suggests four blocking activities we then attempted to select two cases to examine the effectiveness of each measure, but were unable to find evidence of sponsor’s protection committees for sporting events within either Europe or Australasia. We therefore sampled six cases to examine the effectiveness of non-legislative measures attempting to block ambush marketing attempts, and two cases to examine legislative measures, bringing the total number of cases examined to eight. This falls between the optimum number of cases suggested by Perry (1998) of between four and ten.

## **Findings**

### **Effectiveness of legal measures**

#### *Australasia*

The Sydney 2000 Act which was passed for the purpose of protecting the official sponsors of the 2000 Olympics from those very issues of most concern, failed to achieve what it set out to deliver. The organising committee for the Sydney 2000 Olympic Games was successful in lobbying for new legal protection measures to prevent ambush marketing and as a result The Sydney 2000 Games (Indicia & Images) Protection Act 1996 was passed.

Fundamentally, the Act was designed to prevent the use of, or association with, any words, sounds or images that could be commonly recognised as having a direct connection with the Olympics. However, as subsequent court decisions show, the deterrent laws may be considered difficult to interpret. “It is interesting to note that the Bill singles out the use of the stand-alone

references to the words ‘Olympic’ and ‘Sydney 2000’ when the Senate Committee report only proposed that those phrases be protected when used in conjunction with others” (Curthoys and Kendall, 2001). In addition, the legal process is lengthy, and although cases were brought to court *subsequent* to the event, *during* the event ambushers were still able to reap the immediate benefits of their practices.

### ***Europe***

Concerns by the International Olympic Committee (IOC) over ambush marketing prior to the 2004 Athens Olympic Games were clear, and when non-sponsor brands attempted to purchase billboard space that was close to the stadium, Kolah (2004) observes that “most of the illegal billboards in Athens were either completely covered up by giant white sheets or taken down”. Furthermore, as Kolah notes, those brand owners who purchased airtime and ran adverts that incorporated the Olympic Rings or other kinds of Olympic properties are currently having legal action taken against them by the IOC.

### ***Using unique logos and brand names for official sponsors***

#### ***Australasia***

Hoek and Gendall (2002) cite a recent case that points out the problematic issue of using such tactics to block ambush marketing practices. Canterbury International Limited (CIL) were apparel suppliers to the New Zealand Rugby Football Union (NZRFU) until replaced by Adidas. CIL, who had supplied the New Zealand All Blacks team apparel from 1918-1999, counteracted this change of supplier by NZRFU by launching a new product range that

“celebrated their involvement with a legendary All Black team. *‘The Invincibles’*.” This reaction led to CIL being taken to court for trademark infringements, with the claim that the company was attempting to pass itself off as official sponsors of the All Blacks. Hoek and Gendall (2002) note the legal outcome thus:

*“The NZRFU had not registered the specific mark used by Canterbury and the Court refused to grant an interim injunction requiring Canterbury to cease producing and marketing their garments. The judge also found that claims that consumers would be led to believe Canterbury still sponsored the All Blacks or had a contractual association with the NZRFU were insufficiently well-documented to support the granting of an injunction”.*

Hoek and Gendall (2002) therefore conclude with the suggestion that “event owners need to register all marks associated with their event or team”.

### ***Europe***

The use of unique logos and brand names to protect official sponsors can also sometimes be circumvented or their presence diluted through the intentional or even unintentional actions of ambushers or their agents. Curthoys and Kendall (2001) provide illustration of this with an example from the 1992 Barcelona Olympic Games. The official sponsor of the games was Reebok and all competing athletes and teams were required to wear the official team tracksuits. The US basketball team, who was sponsored by rivals Nike, whether unintentionally or not, avoided displaying the Reebok name on their tracksuits at a highpoint in the Games when team members Michael Jordan and Charles Barkley stepped up to the podium with the US flag draped over the Reebok logos. Unsurprisingly however, when questioned later by the press, Jordan and Barkley confirmed that the act was deliberate due to their personal obligations to Nike (Davidson and McDonald, 2002). Whether or not

this act was intentional nevertheless doesn't deter from the fact that the official sponsor was denied exposure of their logos by an agent of one of their main competitors. Conversely, however, this could raise an ethical issue with regard to that of 'enforced endorsement' and Curthoys and Kendall question this requirement by asking, "should athletes be forced to display the official sponsor's logo?"

### *Making clear exclusivity agreements*

#### ***Australasia***

There appears to be evidence that certain exclusivity agreements do effectively deter ambush marketing attempts, but the manner in which an exclusivity agreement is constructed could actually create more problems than it solves. Certain brewers have gained exclusivity of pouring rights at Australian horse race tracks, for example San Miguel beer hold the pourage rights at Warwick Farm and Randwick, whereas Tooheys is sold at Rosehill. However, the exclusivity of a supply contract, while effectively deterring ambush attempts, may cause levels of dissatisfaction amongst event customers who may have a preference for a competing brand.

*"Race fans are forced to drink certain brands of beer at Sydney and Melbourne tracks, meaning the brewery runs the risk of the punter walking away from the course swearing he will never buy that brand of beer again ... Tooheys also offers five varieties of beer at Flemington but it is still Sydney beer to Melburnians who curse the unavailability of VB" (The Age, 2003).*

#### ***Europe***

MasterCard, as the official sponsor of the 2006 FIFA World Cup in Germany, has as part of its exclusivity agreement become the official credit card for the event. Fans wishing to purchase tickets have three methods of payment

available to them: by credit card but only if it's a MasterCard, electronic debiting through a German bank account, or by bank transfer. Whilst this may ensure that it is only the official sponsor who benefits from credit card ticket purchases, it also has the potential to alienate the brand by those fans that don't possess a MasterCard. Apecs, the credit card industry body, has revealed that although there are 24 million MasterCard holders in the United Kingdom, this is significantly less than the 42.5 million holders of Visa cards. Mark Perryman, the head of the London England Fans Group has described this move as "outrageous" and considers it to be "an extraordinarily bad marketing decision". While Jackson (2005) summarises the situation by observing that

*"unless fans have a German bank account or are willing to pay a surcharge of about £20 for a bank transfer plus €5-10 to the receiving bank in Germany, then only those with a Mastercard will be able to buy tickets."*

*Integration of official sponsor's activities*

### ***Australasia***

Internet home page sites were visited for each of the top 10 sponsoring organisations in Australia and none of them make any reference to any integration of sponsoring activities, while only the Nutri-grain and Fosters sites make any mention of their sponsorship programmes at all.

Achieving integration within a marketing communications programme may also be difficult for the sponsor due to the high cost of sponsoring the actual event, allowing little budget for other promotional activities, and allowing the ambusher, who has not paid any sponsoring monies towards the event, to undertake a very effective campaign. This may have compounded the problem



for Ansett, who paid \$55 million as the official airline sponsor for the Sydney Olympic Games, yet was perceived to have been ambushed by Qantas through the use of an advertising campaign featuring close-ups of various athletes supported by the caption 'Spirit of Australia'. The outcome of this campaign was that Qantas achieved around 44 percent consumer recognition, compared with 27 percent recognition achieved by official sponsor Ansett, who ceased trading in March 2002 and are now in administration.

### *Europe*

Official sponsors paid record fees of around £15 million each to be associated with major international football tournament Euro 2004 (Currie, 2004). The tournament's organising body, UEFA, endeavoured to enforce some preventative measures to block organisations ambushing the official sponsorship opportunities. These took the form of negotiating with broadcasters to involve the official sponsors in broadcast sponsorships, while in the UK, four of the official sponsors shared the opening and closing credits for ITV's coverage (Currie, 2004). A recent study by Hsiang, Skinner and Hartland (2005) found that these efforts had little or no effect at all in deterring the ambush effect. Although there were only 10 official sponsors of Euro 2004, asking respondents to spontaneously identify the event's sponsors generated a list of 29 companies, including therefore 19 non-sponsoring (and competing) brands. Evidence has been offered that points to Nike's attempt to ambush the 1996 Olympic Games (Hoek, 1999), and Adidas the 2000 Olympic Games (Garrahan, 2004). Hsiang, Skinner and Hartland's (2005) findings show that both these companies employed such tactics during Euro 2004 with very effective results that did indeed confuse the event's audiences.

Respondents identified both brands as sponsors of Euro 2004 although neither company had paid any fees to become official sponsors of the event. When prompted with a list of companies, Adidas, with the 8<sup>th</sup> highest identification rate out of 25 companies, was incorrectly identified as a sponsor by 36.3% of respondents, Nike, with the 9<sup>th</sup> highest identification rate, was incorrectly identified as a sponsor by 33.8% of respondents.

More worrying may be the incorrect identification of non-sponsoring organisations when respondents were asked to spontaneously identify sponsors prior to the event. In this case Adidas had the 2<sup>nd</sup> highest identification rate, and Nike the 4<sup>th</sup> highest. In fact, of the top 4 most frequently identified sponsors of Euro 2004, only one official sponsor, Coca Cola, was correctly identified by respondents.

With spontaneous responses, Adidas also showed a rise in levels of identification post-event, but slipped to being identified by only the 4<sup>th</sup> most frequent number of respondents, whereas Nike's levels of identification as an event sponsor rose by 23.8% post-event, placing the brand 2<sup>nd</sup> most frequently identified.

## **Discussion**

As the practice of ambush marketing is increasing, and appearing to be highly effective for certain brands, organisers of major sporting events have been forced to put preventative measures in place to minimise or attempt to eradicate this practice, and cases are currently proceeding against organisations who purchased airtime and

ran adverts that incorporated the Olympic Rings or other kinds of Olympic associations during the 2004 Athens Olympic games (Kolah, 2004). However, findings from our case studies do point to the inherent problems with relying on legal measures to deter ambush marketing. As Curthoys and Kendall (2001) note, “It is difficult to know exactly how a court of law would go about interpreting the definitional sections in legislation”, and they point towards the unlikely success for any claims arising from this legislation, “Decisions subsequent to the proclamation of this Act [Sydney 2000], however, do not bode well for successful claims under any legislation of this sort”. In fact, in summarising, Curthoys and Kendall highlight that

*“If one overall conclusion can be drawn from the experience of the Sydney 2000 Act, it is that the reality of ambush marketing is such that laws alone may well prove inadequate for responding to ingenious marketing strategies”.*

Furthermore, since ambush marketing is generally regarded as being notoriously fast at accomplishing its objective, as Davidson and McDonald (2001) note, “One of the failures in Sydney was the absence of a quick and efficient dispute resolution mechanism”.

However, as Hoek (1999) points out “in practice, ambushing may involve any number of blatant or more covert activities”, and these could range from “sponsoring a team competing in an event sponsored by a competitor, through to purchasing media time and space around the reporting of an event sponsored by a competitor”.

Findings from cases in both Europe and Australasia have shown similar results highlighting the point that even many of the non-legislative measures proposed by Lagae (2005) to block ambush attempts are only enforceable with recourse to the law.

The use of unique logos and brand names has not prevented successful ambush attempts, as there is often insufficient evidence that consumers will associate a non-sponsoring organisation with an event once a case is brought to court. The NZRFU could not gain an injunction against CIL who it perceived had ambushed its official sponsorship of the All Blacks. At the Barcelona Olympic Games, Michael Jordan and other athletes covered up the official sponsors' Reebok logo when collecting their medals due to their personal contractual obligations to Reebok's competitor Nike.

Although no evidence has been found to examine the effectiveness of forming a sponsors' protection committee, as Lagae (2005) suggests such committees be directed by competent sports lawyers, the protection such committees could afford may also be seen to be post-hoc, after the damage has already been done.

UEFA made clear attempts at blocking organisations ambushing the official sponsorship opportunities offered by Euro 2004 by integrating sponsors activities in ways suggested by Lagae (2005) that included negotiating with broadcasters to involve the official sponsors in broadcast sponsorships, while in the UK, four of the official sponsors shared the opening and closing credits for ITV's coverage (Currie, 2004). However, it appears that competing non-sponsoring brands were able to ambush the event simply by buying advertising time on a commercial television station showing the matches. The associations of these brands with football was also simply a matter of regular advertising using relevant celebrity endorsements or brands underlining their associations with the sport, and it would be unrealistic, contentious, and potentially unethical to attempt to limit who buys airtime during such events. The only limitation would appear to be in the sponsoring organisation's budget, as

expensive sponsorship deals may not allow the sponsoring organisation to gain effective leverage from its activities, yet by saving on sponsoring fees the non-sponsoring ambusher has the marketing communications budget to make the most effective use of an integrated campaign.

Other efforts, such as breweries gaining exclusive pouring rights at race tracks appear to effectively keep out the ambushers, but may cause dissatisfaction amongst consumers who are not able to buy and drink the brand of beer to which they are loyal. Similarly, MasterCard's attempts at enforcing its exclusive deal as sponsors of the 2006 FIFA World Cup in Germany has also led to criticisms from football fans, and may further alienate consumers.

It would therefore appear that it is a relatively simple matter to enforce preventative measures against illegal attempts at ambushing, although by the time a case comes to court the damage has already been done, and the court may not even find enough illegal activity to impose any sanctions against the ambusher. Moreover, it also appears that despite its best efforts the industry is still left with the problem of preventing legal ambushing which is causing customer confusion, and minimising the positive effects of costly event sponsorship.

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Table 1

**Top 10 Sports Sponsors**

<b>Sponsor</b>	<b>2003-4</b>	<b>% Change</b>	<b>Previous Ranking</b>
1. Uncle Toby's	45	-6	1
2. Ford	30	-2	Equal 2
3. Nutri-grain	30	-2	Equal 2
4. Nike	28	-3	4
5. Telstra	25	-1	6
6. Adidas	25	+2	Equal 9
7. Holden	24	0	Equal 7
8. Billabong	24	+1	Equal 9
9. Kellogg	23	-4	5
10. Fosters	22	+1	11

Source: Sweeney Sports Report 2003-4

Table 2

**Favoured Sponsor Categories**

<b>Category</b>	<b>% Favour</b>	<b>% Change</b>
Sporting good manufactures	97	+6
Breakfast cereal manufacturers	91	+3
Airlines	91	+7
Authorities such as the Quit Campaign and Life. Be in it	90	+3
Car companies	89	+5
Milk & flavoured milk brands	86	+2
Automobile clubs such as RACV or NRMA	85	+4
Computer brands	85	+9
Retail chains such as David Jones, Myer, Kmart & Target	84	+4
Electrical equipment brands	84	+6

Source: Sweeney Sports Report 2003-4