

MELBOURNE 2006 COMMONWEALTH GAMES



Corporate Hospitality Strategy

Scope of Work

Prepared by
Melbourne 2006 Commonwealth Games Corporation
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Version Date: 18 June, 2004

1 Conditions

1.1 Interpretation

In these Conditions, unless the context otherwise requires:

“Agreement” means the agreement and its schedules for the provision of Services to be entered into between M2006 and the successful Respondent as set out in this Scope of Work and any subsequent authorised amendments.

“Closing Date” means 4.00pm Australian EST Monday 5th July 2004.

“Commonwealth Games” or **“Games”** means the XVIII Commonwealth Games to be held principally in Melbourne and currently proposed to take place from 15 March 2006 to 26 March 2006.

“Conditions” means the terms and conditions that govern the Quotation process.

“Confidential Information” means the terms and conditions of this Scope of Work and all other documents, information, know-how and data, in any form, and in any media relating to or concerning M2006 or connected with the staging of the Commonwealth Games in any media which is marked “Confidential” or, would reasonably be regarded as confidential, including:

- a) strategies, projects, policies and business plans;
- b) financial information;
- c) marketing and advertising concepts, plans and materials; and
- d) drawings, designs, models, plans, trade marks and logos, but excluding information which:
 - i. is in or comes into the public domain otherwise than as a result of a breach of this Agreement; or
 - ii. at the time of first disclosure to or observation by the Respondent was already in the Respondent’s lawful possession in written form.

“Laws” means the requirements of all statutes, rules, regulations, proclamations, ordinances or by-laws present or future, including without limitation, Commonwealth Games (Arrangements) Act as amended from time to time;

“M2006” means Melbourne 2006 Commonwealth Games Corporation ABN 22 088 659 705.

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“Public Announcements” means any release, comment, provision or disclosure of any information to any media entity or anyone engaged in the provision of information to the public.

“Quotation” means a proposal by the Respondent in response to this Scope of Work and any subsequent clarifications.

“Respondent” means a respondent submitting a Quotation to this Scope of Work.

“Services” means the delivery of the goods and services to be provided to M2006 by the Respondent in response to this Scope of Work.

“Scope of Work” means the document that sets out the background information on M2006, the purpose of the Quotation and describes in detail the Services to be provided to M2006 by the successful Respondent.

1.2 Quotation Conditions

These Conditions govern the Quotation process in relation to the Scope of Work issued by M2006. M2006 may vary the Conditions at any time including following the Closing Date by notice in writing to the Respondents still involved in the Quotation process at the time the Conditions are varied.

These Conditions apply on receipt by the Respondent of this Scope of Work. If the Respondent does not accept all of these Conditions it must immediately return this Scope of Work and all other documents to M2006 and the Respondent will not be entitled to participate further in the Quotation process.

1.3 Scope of Work

This Scope of Work sets out information in relation to M2006’s operations, the purpose of the Quotation and a description of the Services to be provided by the successful Respondent. M2006 may vary the Scope of Work at any time including following the Closing Date by notice in writing to the Respondent still involved in the Quotation process at the time the Scope of Work is varied.

1.4 Information provided by M2006

All information in relation to the Quotation provided by M2006, whether in the Scope of Work documents or not, is provided in good faith to assist Respondents to assess and respond to the Scope of Work. The information does not intend to exhaustively cover every element of the proposed opportunity. M2006 makes no representations or warranties regarding the accuracy or completeness of the information.

The Respondent acknowledges that M2006 is not liable for any loss, damage or expense suffered by a Respondent as a result of any inaccuracy or inadequacy in any

information it provides to the Respondent, or any reliance on such information by the Respondent.

Respondents must make own investigations and enquiries. The Respondent must not rely solely on the information provided by M2006. The Respondent must make all necessary investigations for it to become thoroughly informed about the subject matter of the Quotation and the Services to be provided to M2006. It is the Respondents responsibility to interpret and assess the relevance, accuracy and adequacy of the information provided by M2006.

The Respondent will be expected to have examined all information which is relevant to the risks, contingencies and other circumstances which could affect its Quotation and which is obtainable by it by making reasonable enquiries.

The Respondent may request clarification or elaboration from M2006 of any of the Scope of Work or other information provided. All requests must be in writing. The Respondent should use the nominated email address or facsimile number for all contact. M2006 is not bound to provide the information requested. Any material response or information provided by M2006 will be given by M2006 to all Respondents and any specific response or information may be provided to all other Respondents or only to the enquiring Respondent at the absolute discretion of M2006. The source of the queries will be treated in confidence.

1.5 M2006 Property

All Documents and copyright in all Documents belong to and remain the property of M2006 at all times. All Documents must be returned to M2006 on request, whether a Quotation is submitted or not. A Respondent must not use or disclose the Documents in any way or for any purpose not connected with the preparation and submission of a Quotation.

All documentation and copyright in all documentation provided to M2006 in the Quotation by the Respondent shall upon lodgement with M2006 become the property of M2006.

1.6 Intellectual property

The Respondent acknowledges and agrees that all intellectual property, including but not limited to, copyrights, patents, trade marks, designs, brand names, logos, data, circuit layouts and Confidential Information discovered, developed or otherwise coming into existence as a result of, for the purposes of, or in connection with the Quotation will vest in, and are assigned to, M2006 on creation. The Respondent must execute all documents and do all things required to give effect to this clause.

If any material, matter or thing (including software, documentation or data) is owned by the Respondent and such material, matter or thing is incorporated in or attached to any intellectual property owned by M2006 (whether pursuant to this clause or otherwise), the Respondent grants M2006 a perpetual, irrevocable, transferable and royalty free licence (including the right to sub-license) to exercise all intellectual property rights in such material, matter or thing for the purpose of accessing and using the intellectual property owned by Me2006 as referred to in this clause.

M2006 acknowledges that nothing in this clause 2.5 purports to assign any rights in any underlying concepts, processes and technologies referred to in any Quotation which were created or developed by the Respondent prior to the Respondent's participation in this Quotation process.

The Respondent warrants that the all material submitted as part of the Quotation will be original and reproduction or other use of the materials will not infringe the intellectual property rights (including any copyright or patents) of any third party.

1.7 Duty to Preserve Confidentiality

The Respondent must preserve the confidentiality of all information provided to it by M2006 as part of the Quotation, including the Documents, and must ensure that its officers, representatives, employees, personnel, contractors, subcontractors and advisors do not use or disclose such information for any purpose other than to prepare and submit a Quotation. The Respondent may however disclose information to an officer, employee, agent, consultant or professional adviser of the Respondent to the extent that the recipient needs to know the information in connection with this Quotation process, and provided that the disclosure is made subject to an obligation on the recipient to observe obligations of confidence equivalent to those imposed on the Respondent;

- a) to the extent that disclosure is required by law; or
- b) where M2006 consents in writing to the disclosure.

Subject to clause 2.6, M2006 will maintain confidentiality in relation to all information, including information as to price, submitted by any Respondent.

M2006 may disclose information submitted by a Respondent;

- a) to an officer, employee, agent, consultant or professional adviser of M2006 to the extent that the recipient needs to know the information in connection with this Quotation process;
- b) to the extent that disclosure is required by law;
- c) where M2006 is requested to disclose to any government department or government agency in accordance with their policies and procedures; or
- d) where the Respondent consents in writing to the disclosure.

1.8 Public Announcements

The Respondent must not make any Public Announcements in relation to this Scope of Work or any matters relating to it unless it first obtains written consent from M2006. If the Respondent makes any Public Announcement at any time without the prior written consent of M2006, M2006 reserves the right to reject the Quotation without notice, whether or not the Respondent has been advised it is successful or unsuccessful. M2006 reserves its right to pursue all remedies available to it to the fullest extent of the law.

1.9 Governing Law and Jurisdiction

This Scope of Work is governed by the laws of Victoria, Australia. The Respondent submits to the exclusive jurisdiction of the courts of Victoria, Australia in relation to any dispute arising in relation to this Quotation.

1.10 Compliance with Laws

The Respondent agrees to comply with all Laws, as they may be applicable to them in relation to the Scope of Work and the provision of the Services and to indemnify and hold M2006 harmless in respect of any breach of such Laws.

1.11 Evaluation Process

M2006 will endeavour to complete the evaluation of responses in a reasonable time after the Closing Date.

Upon selecting a quotation, M2006 will promptly notify all respondents of their success or otherwise, however a successful respondent will not be announced or finalised until there is unconditional acceptance of a formal agreement between M2006 and the respondent.

M2006 may select to enter into negotiations with one or more respondent and M2006 shall not be implied to have accepted any quotation in the event that it enters into negotiations with a respondent.

During negotiations, M2006 may request further information from a respondent and the terms of the quotation may be amended.

Any decision made by M2006 will be final. A respondent is not entitled, in any jurisdiction, to challenge any decision by M2006, including the following decisions:

- (a) to accept a preferred quotation;
- (b) to reject or refuse to consider a quotation; or
- (c) to cancel this request for quotation at any time.

M2006 is not liable for any costs, losses, damages or expenses incurred by a respondent in preparing and lodging a quotation irrespective of whether the respondent is successful or not successful.

1.12 Requirements for Submitting a Quotation

Quotations must be received by the Closing Date.

Quotations may be lodged via email to brett.judd@melbourne2006.com.au and must be in Microsoft Word 6 and/or Microsoft Excel file format as appropriate. If a quotation is lodged via email, an original copy of the quotation must be forward to Brett Judd at the address below within three (3) working days from the nominated Closing Date.

Attention: Brett Judd
Group Manager - Ticketing
Melbourne 2006 Commonwealth Games
World Trade Centre – Concourse Level,
Siddeley Street,
Melbourne VIC 3000
t: (03) 9613 2006
e: brett.judd@melbourne2006.com.au

The Quotation must be signed by the Respondent or by an authorised representative of the Respondent. The Respondent must provide evidence of any authorisation on request by M2006.

M2006 will not be obliged to consider any Quotation submitted later than the nominated Closing Date or otherwise not totally in accordance with the conditions set out in this document. M2006 may however, consider a Quotation received after the Closing Date at its sole discretion.

1.13 Questions and Clarification

You may ask questions or seek clarification in relation to the Scope of Work or requirements as they relate to this document. All questions should be directed to Brett Judd (contact details above). Please note: questions and associated answers may be distributed to all respondents if deemed necessary or appropriate.

2 General Information

Melbourne will proudly host the XVIII Commonwealth Games in 2006 and is determined to enhance the event's reputation as the 'friendly games'.

The Melbourne 2006 Commonwealth Games (Games) will be the largest sporting event ever staged in the history of the state of Victoria.

The Games venues will be primarily in and around Melbourne with 14 of the 16 sports staged at venues within a 5km radius of the CBD. Venues include the Melbourne Cricket Ground; Melbourne Sports and Aquatic Centre; Melbourne Exhibition and Convention Centre; Rod Laver Arena and Vodafone Arena at Melbourne Park; the State Netball and Hockey Centre. A number of regional centres, including Ballarat and Bendigo, will host a variety of sports. Further details of the sports and proposed venues are available on the Melbourne 2006 website - www.melbourne2006.com.au

3 Background

- The Games will be staged from 15-26 March 2006 with the Opening Ceremony to take place on Wednesday, 15 March. Melbourne will be the fourth Australian city to host the Games.
- The Games will feature 4,500 athletes from 72 countries, participating in 16 sports, representing one third of world's population.
- The Sports Program consists of 12 individual and 4 team sports – a total of 24 disciplines including: Aquatics - Diving, Swimming, Synchronised Swimming; Athletics; Badminton; Basketball, Boxing, Cycling - Track, Road, Mountain Bike; Gymnastics - Artistic, Rhythmic; Hockey, Lawn Bowls, Netball, Rugby 7's, Shooting - Clay Target, Full Bore, Pistol, Small Bore; Squash, Table Tennis, Triathlon and Weightlifting.
- The Elite Athletes with a Disability (EAD) Sporting Program will comprise 12 events across four sports, including: Aquatics-Swimming (nb: Swimming disability classifications to be confirmed after the Athens Olympics), Athletics, Table Tennis and Powerlifting.

- The Queens Baton Relay carries the Queen's message to the athletes competing in the Games which is traditionally read at the Opening Ceremony. The Queen's Baton will travel 16,936km from Buckingham Palace through the Commonwealth, before travelling around Australia on its journey to the MCG.
- Up to 15,000 volunteers will be required to assist with running the Games - they will be joined by 1,200 technical officials, 5000 contractors and over 500 full time staff.
- A 12-day cultural and free entertainment program will fill Melbourne CBD, parks and gardens with activity during the Games.

4 M2006 Vision

"The 2006 Commonwealth Games will be a landmark in Melbourne's history, creating long term benefits for Victorians, Australians and the Commonwealth".

5 Scope of Work

The Melbourne 2006 Commonwealth Games (M2006) is seeking to engage a suitably capable and experienced individual or company to develop the strategy that delivers a suite of corporate products to the market place.

Respondents will have proven experience in developing, delivering and servicing corporate programs for multi sport or large scale international events.

M2006 is committed to protecting the rights and benefits of our sponsors and as such the corporate program must be developed to respect such rights.

It is envisaged that this is a short term engagement of no more than 30 days and would deliver to M2006 the clear direction and key principles to develop a corporate hospitality program.

The quotation must be inclusive of all costs including, but not limited to, labour, travel, production and collateral or research material.

Responses should be concise and limited to not more than ten (10) A4 pages.

5.1 Specific Requirements

Product Development

Develop a range of products that encapsulates the spirit and vision of the Games while ensuring the corporate market clearly understands the products and perceives them as delivering value for money. This will be achieved in a number of ways including competitive analysis against same or similar products, reviewing the success of products developed for previous major events and other proven market research models.

A range of elements will be available when developing the products including but not necessarily limited to:

- Games tickets
- Existing corporate facilities at venues

- Temporary marquees in and around Melbourne
- Food and beverage
- Transport
- M2006 Merchandise
- Other M2006 sponsor product (TBC)

Market Positioning

Develop the strategies that best positions the products in the local and national markets to deliver optimum yield while ensuring the brand and associated stakeholders are respected.

You will be required to identify the M2006 markets and the recommend the products position within the corporate hierarchy by providing a market segmentation analysis.

Pricing

Through a combination of experience, expectation and research, develop the price points to ensure that the corporate hospitality program is self funding and realises a profit for M2006.

Sales & Marketing

Identify options and opportunities to market the product including leveraging relationships of existing corporate entities.

Develop a number of options that may include in-house, outsourced or a hybrid of options to best deliver the product to market in a timely and cost efficient manner.

5.2 Other Requirements

Respondents are asked to incorporate the following in their response:

1. Previous Experience – Provide an outline of previous experience in developing same or similar strategies for multi-sport events.
2. Technical Knowledge and Experience – Provide evidence of technical knowledge relevant to the requirements of the proposed services.
3. Resources – Provide details of the key personnel, together with details of experience and capabilities, proposed to deliver this scope of work.
4. Client Referees – Provide three (3) written references which are relevant to the services proposed for this scope of work.
5. Reverse Brief – Based on the information provided in this scope of work, summarise your understanding of requirements.