

# Oxford International Intellectual Property Moot 2026

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## Corrections & clarifications

1. Please note the following corrections to the moot problem:
  - a. Para. 35: delete 'making' in the final sentence and replace with 'writing'.
  - b. There are two paragraphs numbered as [40]; change the first [40] to [39].
  - c. Para. 39: in the text of clause 19, replace 'for the Period defined in subsection (3)' with 'for the Period defined in sub-clause (2)'.
  - d. In the extract from the Copyright Act 1997, please add 'Chapter 1 Introduction' immediately below the heading, 'Part II Rights in Performances', and add 'Chapter 3 Moral Rights' below the text of section 100.

A revised copy of the problem, with the above corrections made, has been released on the moot website.

2. All contestants on *Marriage Maestros* receive the same Participation Contract to ensure equal treatment. This contract has remained the same for all six seasons of the show. Ms Hayes was provided with a copy of the Participation Contract on 6 August 2025. She showed it to her brother-in-law, an in-house lawyer at Hotenhoffer Pharmaceuticals Erewhon, for advice. She did not obtain any other legal advice. There was no requirement in the Participation Contract, or any request from Agro, that Ms Hayes leave her job at No Limits in order to be on the show.
3. The Participation Contract is governed by Erewhonian law. You may assume that: (1) in Erewhon, the law of contract has historically been judge-made; and (2) to the extent there are statutes that are relevant to the interpretation and operation of certain contracts, none are applicable to the question of whether clauses 12 and 19 are enforceable in this case.
4. There is no provision in the Copyright Act 1997 that states that moral rights may be waived. Nor is Erewhon a member of the European Convention on Human Rights. However, Article 3 of the Erewhonian Human Rights code states that 'Everyone has the right to freedom of speech'.
5. Justice Armour heard Agro's application for an interim injunction on 21 May 2025. In accordance with his orders for an expedited hearing, a three-day trial took place from 3 to 5 June 2025. The final episode of season six of *Marriage Maestros* aired in Erewhon on 1 June 2025.

6. Agro has sold the rights to broadcast *Marriage Maestros* to television networks in a number of countries. Season six first premiered outside of Erewhon in late April 2025.
7. The oversight of Agro described in para. 13 (casting and allocation into couples) takes place not only for the initial cast and couplings but also to subsequent recouplings.
8. The reference to the Instagram account in para. 20 is to the personal account of Ms Hayes. During the period in which Agro has control of social media accounts under clause 19, it posts (with contestant approval) official images and short clips from the show. These posts are limited in number and are promotional in nature. For instance, shortly before the premiere of *Marriage Maestros* in Erewhon, Agro posted a photograph of Ms Hayes in her wedding dress as part of an announcement of the cast in the forthcoming series. Ms Hayes has not complained that any of the posts on her own Instagram account (being posts approved by her) furthered the villain narrative.
9. The footage used in *Marriage Maestros* is obtained primarily using portable cameras operated by members of the camera crew. Some use is made of fixed cameras, especially in scenes where it would be difficult to accommodate a large number of camera operators, such as parties. There is no use of hidden cameras. Nor are fixed cameras installed in the bedrooms occupied by contestants or in resort bathrooms and changing rooms. Contestants are able to record their own video on production-supplied smartphones. Any such material is available for use on the show, and indeed is used from time-to-time. These smartphones have limited functionality and may not be used to contact members of the outside world without the consent of the producers.
10. Teams are reminded that, as stated in paragraph (c) of the Instructions, they should not seek to introduce entirely new causes of action, press arguments that have been conceded or that were never ventilated in the original proceedings, or raise matters outside the appeal. In relation to the arguments about clause 12 and its enforceability, Ms Hayes did not seek to argue a separate public interest defence, and this may not be raised on appeal.
11. If any teams require copies of *De Maudsley v Palumbo* and/or *Panayiotou v Sony*, please get in touch with the Moot Secretary.