

BRAND AUSTRALIA ENGAGEMENT PROGRAM

LOGO REQUIREMENTS

1 Background to these Logo Requirements

- 1.1** These Logo Requirements form part of Austrade's Licence Agreement for use of the *Australia Unlimited* and *Future Unlimited* brand marks as part of the Brand Australia Engagement Program.
- 1.2** Participants in the Brand Australia Engagement Program agree to be bound by the terms of these Logo Requirements.
- 1.3** Unless indicated otherwise, terms used in these Logo Requirements have the same meaning as those defined in the Licence Agreement.

2 Conditions of grant of licence for use of the Licensed Trade Marks

- 2.1** The Licensee will use the Licensed Trade Marks in a manner that supports and enhances the objectives of the Licensor. The Licensee will not use the Licensed Trade Marks in a manner or in circumstances that may damage the reputation of the Licensed Trade Marks, Australia or the Licensor.
- 2.2** The Licensee is entitled to use either the *Australia Unlimited* brand mark on or in connection with packaging, advertising, direct marketing, public relations and other forms of promotion, or the *Future Unlimited* brand mark on or in connection with print and digital collateral, advertising, direct marketing, public relations and other forms of promotion (all of which are collectively referred to as materials) specifically relating to the Licensee's products and services.
- 2.3** The Licensee acknowledges it is to use the Licensed Trade Marks only in a manner and only on or in relation to the Licensee's products and services and materials as approved by the Licensor.
- 2.4** The Licensee will notify the Licensor of:
 - (a) any changes to the Licensee's products and services and materials for which it is licensed to use the Licensed Trade Marks and which may have a bearing on its eligibility to use the Licensed Trade Marks; and
 - (b) any agreement, arrangement or other transaction which results, or will result, in a change of 50 percent or more in the beneficial ownership of the Licensee or any significant change of effective control or management of the Licensee.
- 2.5** In the event of either clauses 2.4(a) or 2.4(b) above, the Licensor has the right to review the eligibility of the Licensee to use the Licensed Trade Marks, and may terminate the Licence Agreement if, in its reasonable opinion, the Licensee's products and services and/or the circumstances in which they are produced have changed since the approval of the Licensee's application.
- 2.6** The Licensee will notify the Licensor of any forthcoming promotions or events involving use of the Licensed Trade Marks which offer the opportunity for joint promotion with other Licensees or approved users of the Licensed Trade Marks.
- 2.7** The Licensed Trade Marks will not be used by the Licensee in place of the trade marks (that is, brands, logos etc) of the Licensee or be used in conjunction with trade marks of the Licensee in such a manner as to appear to be part of such trade marks.

- 2.8** The Licensee will, where practicable, print on materials adjacent to the Licensee contact details or in other appropriate locations the trade mark notice “The Australia Unlimited/Future Unlimited (as appropriate) Trade Mark is a trade mark of The Commonwealth of Australia represented by the Australian Trade Commission (ABN 11 764 698 227)”.
- 2.9** The Licensee will comply with the guidelines in the accompanying Trade Mark Use Requirements (the Requirements) (and updates) for the use and reproduction of the Licensed Trade Marks. The Licensor may unilaterally amend these Requirements from time to time and will give reasonable notice to the Licensee of such changes. No variations of the Licensed Trade Marks are permitted, except with the prior written approval of the Licensor, and any unapproved variation will be withdrawn immediately.
- 2.10** The Licensee will immediately inform the Licensor of:
- (a) any infringement of the Licensed Trade Marks by third parties including, but not limited to, where damage to the reputation or to the prestige of Australia, the Licensor or the Licensed Trade Marks are possible, or where there is false representation of origin or false descriptions of the Licensed Trade Marks; and
 - (b) any legal action, pending or threatened, or of administrative procedures, that may concern the Licensed Trade Marks or the Licensee’s products and services.
- 2.11** Any lawsuit or other action necessary for the purpose of protecting the Licensed Trade Marks will be taken at the sole discretion of the Licensor. This clause 2.11 will survive termination of the Licence Agreement.
- 2.12** The Licensor is not liable for damages suffered by the Licensee due to infringement of the Licensor’s rights in the Licensed Trade Marks. This clause 2.12 will survive termination of the Licence Agreement.
- 2.13** The Licensee will allow the Licensor to publish its name, address, contact details and any other information in the Licensor’s promotional material relating to the Licensed Trade Marks and, if the Licensee is an individual, he or she acknowledges, for the purposes of the Privacy Act 1988 (Cth), that the Licensor is entitled to publish such information.
- 2.14** The Licensee must not use the Licensed Trade Marks in any manner that can be construed or interpreted by a member of the public as the Licensor endorsing the Licensee.
- 2.15** If the Licensed Trade Marks are to be used for an event as specified in the Licence Agreement, the Licence Agreement does not license the Licensee to use the Licensed Trade Marks in respect to any repetition of that event that may occur within the same year or subsequent years, unless specified. For example, if the event is an annual or biannual event, the Licensor does not grant a licence to the use of the Licensed Trade Marks to the same event occurring in following year or the second half of the year respectively, unless specified.