

# Trademarks – Code of Practice

## Section 1 - Introduction

### About Brand Tasmania

Brand Tasmania is a body corporate established under section 6 of the *Brand Tasmania Act 2018* (Tas). Brand Tasmania's broad objectives are to:

- develop, maintain, protect and promote a Tasmanian Brand that is differentiated and enhances our appeal and competitiveness nationally and internationally;
- strengthen Tasmania's image and reputation locally, nationally and internationally; and
- nurture, enhance and promote the Tasmanian Brand as a shared public asset.

Brand Tasmania operates as a client service organisation, partnering with stakeholders across business, government, and the community, to empower Tasmanians to tell their stories in words, in images and, most importantly, through action.

### Brand Tasmania Trademarks

While Brand Tasmania is not a 'slogan' driven organisation, we do represent the Tasmanian brand through the 'Tasmanian' logo and the tagline 'The quiet pursuit of the extraordinary', both of which were developed in 2019.

In this document the Tasmanian Mark refers to the 'TASMANIAN' logo and the Quiet Mark refers to the tagline 'The quiet pursuit of the extraordinary'. The term 'Marks' refers to either or both the Tasmanian Mark and the Quiet Mark.

Our aim in developing the Marks was to create something simple, elegant and easy to recognise. Tasmanian. Tasmania is the place. Tasmanian represents the people and what they do. The Quiet Mark tells the Tasmanian story in six words. Our research to unearth the Tasmanian story involved hundreds of one-on-one interviews. From this we distilled the story down to five common values:

- Quiet confidence: quiet success will always be supported in Tasmania.
- Connected: we are connected to each other, and to this place. This leads to a uniquely Tasmanian spirit of cooperation.
- Determination, hard work and invention: Tasmanians have learned they have to work harder than their interstate counterparts to succeed, with determination and a spirit of invention. Tasmanians don't choose the 'easy' solution.

- Quality over quantity: everything is more expensive in Tasmania, so we have to earn our price premium through artisanal passion and exceptional quality no matter what we are creating.
- Protect, preserve and promote the extraordinary: protecting and preserving that which we hold dear is central to our way of life.

These values can be succinctly summed up in the sentence: “The quiet pursuit of the extraordinary.”

The Marks (and in particular the Tasmanian Mark) operate as a ‘place of origin’ marker (or ‘certification mark’) which Licensees can Use on their collateral including product packaging, digital assets and signage.

This Code of Practice sets out the rules and conditions for Use of each Mark as a certification trade mark under license from Brand Tasmania.

In this document, “Code” refers to this entire Code of Practice including the rules and conditions set out in Section 2. A reference to the Tasmanian Mark is a reference to the Australian registered certification trade mark 2058844. A reference to the Quiet Mark is a reference to Australian registered certification trade mark 2059204. Both Marks are registered against the classes of goods and services set out in Schedule 1 (as updated from time to time).

The Marks may only be Used under license from Brand Tasmania, and only in accordance with this Code.

## Scope of the Code

This Code sets out when and how a person may Use the Marks.

This Code places a series of obligations on Licensees, including compliance criteria that a Licensee’s Product must meet in order for a Licensee to be eligible to Use the Marks in respect of that Product, and a process for resolution of complaints. In the event of a complaint or dispute with respect to a matter within the scope of this Code, every Licensee must comply with the process set out in this Code.

It is a condition of Use of the Marks by a Licensee that the Licensee agrees to be bound by the rules and conditions contained in this Code.

A Licence does not give a Licensee any rights, interests or other entitlements with respect to the ownership, management, administration or control of the Marks.

This Code of Practice in its entirety constitutes the ‘rules governing the use of the certification trade mark’ for each of the Marks, for the purposes of section 173 of the *Trade Marks Act 1995* (Cwlth).

## Objectives of the Code

The objectives of the Code are to:

- Provide information to Licensees on their rights and obligations with respect to the Use of the Marks, to ensure the consistent, correct and lawful Use of the Marks; and

- Enable the Marks to be Used in a way that raises the domestic and international profile of Goods and/or Services from Tasmania, consistent with the objectives and functions of the *Brand Tasmania Act 2018* (Tas).

The Code of Practice does not take precedence over any applicable laws. It is solely the responsibility of each Licensee to ensure that their Use of the Marks is lawful.

## Use of the geographical indication ‘Tasmania’

It is a condition of registration of the Marks that:

- the Marks will only be Used under the conditions entered on the Register of Protected Geographical Indications and Other Terms for Use of the Geographical Indication ‘Tasmania’; and
- the Use of the Marks will accord with the Australian *Grape and Wine Authority Act 2013* (Cwlth).

## Administration of the Code and the Marks

Brand Tasmania is responsible for the administration of the Marks and the administration and maintenance of this Code of Practice.

Brand Tasmania’s contact details are available at [www.tasmanian.com.au](http://www.tasmanian.com.au)

## Who can Use the Marks?

The Marks can be Used by individuals, businesses and organisations that are registered as Tasmanian Partners and are Licensed under this Code to Use the Marks, and whose ongoing Use of the Marks meets the compliance requirements set out in the Rules and Conditions in Section 2 of this Code.

# Section 2 – Rules and Conditions

## 1. Definitions

In these Rules, the following definitions apply:

**Applicant** means any person who applies to the Owner for a Licence or a renewal of an existing Licence.

**Application Form** means the ‘Tasmanian Mark – Application Form’ available on Brand Tasmania’s website ([mark.tasmanian.com.au/application-form](http://mark.tasmanian.com.au/application-form)) as updated from time to time.

**Approved Certifier** means an Officer or other representative of the Owner who:

- a) is familiar with the Rules and its application;
- b) has, in the opinion of the Owner, sufficient knowledge and experience to be able to make inquiries about, and investigate the origin, manufacture and/or production of, Products; and
- c) has been approved in writing by Brand Tasmania to assess whether or not Products meet the criteria for Use of the Tasmanian Mark.

**Code** means this Code of Practice in its entirety, as updated or replaced by the Owner from time to time.

**Goods and Services** means the Goods and Services in respect of which the Marks are registered, listed in Schedule 1 (and as updated from time to time).

**Licence** means a Licence to Use the Trade Mark granted by the Owner in accordance with the Rules and documented in a licence agreement.

**Licence Fee** means the fee prescribed from time to time by the Owner for a Licence.

**Licensee** means any person for the time being holding a Licence.

**Marks** means either or both of the Tasmanian Mark and/or the Quiet Mark, as the context requires.

**Owner** means Brand Tasmania (ABN 81 523 227 065).

**Permitted Purpose** means, in respect of a Licence, those of the purposes set out in clause 7 of the Rules for which the Licence has been granted.

**Primarily Processed** means, in respect of a Product, that:

- a) the Product is substantially transformed in Tasmania; and
- b) 50 per cent or more of the costs of manufacturing and/or producing the Product are incurred in Tasmania.

**Product** means a product or service, in respect of which a Licence has been granted or is sought (as the context requires).

**Quiet Mark** means the Australian registered certification trade mark 2059204, owned by Brand Tasmania.

**Register** means the Register of Licensees maintained by the Owner.

**Rules** means 'Section 2 – Rules and Conditions' of this Code, as updated or replaced by the Owner from time to time.

**Tasmanian Mark** means the Australian registered certification trade mark 2058844, owned by Brand Tasmania.

**Tasmanian Partner** means an individual, business or organisation currently registered as a partner of Brand Tasmania.

**Use** refers to the downloading, possession, copying, use and/or publication of the Tasmanian Mark for the Permitted Purpose.

## 2. Interpretation

In these Rules, unless the context otherwise requires:

- a) words importing the singular include the plural and vice versa;
- b) words importing a gender include any gender;
- c) other parts of speech and grammatical forms of a word or phrase defined in these Rules have a corresponding meaning;
- d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate;
- e) a term of inclusion is not to be interpreted as a term of limitation; and
- f) a reference to:
  - i) a schedule is a reference to a schedule of the Rules;
  - ii) any thing (including, but not limited to, any right) includes part of that thing;
  - iii) an agreement or law includes all amendments or replacements of that agreement or law;
  - iv) a party to a document includes that party's successors and permitted assigns.

## 3. About these Rules

3.1 These Rules wholly supersede any prior rules, conditions, agreements or understandings relating to the Licensee's Use of the Marks.

3.2 These Rules do not take precedence over any Commonwealth, State or Territory statutory requirement.

## 4. Ownership of the Marks

4.1 Brand Tasmania is the Owner of the Tasmanian Mark and the Quiet Mark.

4.2 The Owner retains all rights in the Marks, irrespective of any rights granted by the Owner to other persons under these Rules.

## 5. Intellectual property rights

The Licensee acknowledges and agrees that all intellectual property rights and any other rights in the Marks (and in any modifications to, or derivatives of, the Marks made by any person) vest in the Owner and are protected by Commonwealth of Australia copyright laws, international treaty provisions and other applicable laws.

## 6. Approved Certifier

Only the Owner or an Approved Certifier may certify that a Product meets the criteria for Use of the Marks.

## 7. Permitted Purpose

The purposes for which a person may apply for a Licence to Use the Marks are strictly limited to:

- a) promoting Tasmania as a place to live, work, visit, study, trade with and invest in; and/or
- b) promoting and/or marketing or advertising Tasmanian Products; and/or
- c) Use on the packaging and/or labelling of Tasmanian Products

## 8. Conditions for Use of the Marks

8.1 In order to be granted and maintain a license to Use the Marks in respect of a particular Product, each Applicant must establish and continually ensure, to the satisfaction of the Owner, that:

- a) If the Product is:
  - i) a product of agriculture or nature, it is grown, farmed or fished in Tasmania; or
  - ii) manufactured or processed (including processed food), it is made or Primarily Processed in Tasmania; or
  - iii) a service, it is provided from within Tasmania; and
- b) The Product is of a consistently high quality and complies with all relevant Government or industry standards; and
- c) The Use of the Marks in respect of the Product will:
  - i) enhance the standing of the Mark and Tasmanian products and/or services generally;
  - ii) not risk bringing the Mark into disrepute; and
  - iii) not mislead or deceive the public regarding the nature, place of origin or other characteristics of the Product.

8.2 Notwithstanding clause 8.1(a)(ii), the Owner may, in its absolute discretion, grant (or allow the continuance of) a Licence to an Applicant in respect of a manufactured or processed Product that is not Primarily Processed in Tasmania, where the Owner is satisfied that:

- a) the reason the Product is not Primarily Processed in Tasmania is that the required infrastructure or expertise to complete the manufacturing or processing is not readily available in Tasmania, and the establishment of the required infrastructure or expertise in Tasmania would be commercially or logistically prohibitive;
- b) the Applicant has demonstrated that the Product otherwise has sufficient connection to Tasmania to justify describing the Product as 'Tasmanian'; and
- c) the other requirements of clause 8.1 (including, without limitation, clause 8.1(c)(iii)) are met.

## 9. Application process

- 9.1 Any individual, business or organisation that is a Tasmanian Partner can apply to the Owner for a Licence or a renewal of an existing Licence.
- 9.2 An application must be submitted using the Application Form, together with relevant supporting documentation or evidence. Such documentation or evidence may include, but is not limited to:
  - a) samples or designs of proposed packaging and promotional material for the relevant Product showing the intended Use of the Mark;
  - b) evidence of the origin of inputs, ingredients or components of the relevant Product, such as the Owner's or an Approved Certifier's report following a site visit to the location in Tasmania where the Product is grown, farmed or fished, or where the Product is manufactured or processed; and/or
  - c) invoices or other business records confirming that the relevant Product is grown, farmed or fished in Tasmania, or manufactured or processed in Tasmania.
- 9.3 In order to decide whether to offer an Applicant a Licence, or renew their existing Licence, the Owner may in its absolute discretion:
  - a) require that further information or evidence be provided by the Applicant; and
  - b) make such enquiries and inspections as it sees fit to verify the information provided by the Applicant.
- 9.4 The Owner will only grant a Licence, or renew a Licence, to Use the Marks in respect of a Product where the Owner is satisfied that:
  - a) taking into account the information provided in the Applicant's completed Application Form and any other relevant information, the Applicant's proposed purpose for Using the Marks complies with rule 7 above; and
  - b) the requirements of rule 8 above are met; and
  - c) the Applicant has received a copy of these Rules and has agreed to abide by these Rules, confirmed by signing the completed Application Form (Part E – Declaration).
- 9.5 The Owner is entitled to impose a Licence Fee for granting or renewing a Licence. The frequency of payment and the amount of the Licence Fee will be as prescribed by the Owner, in its absolute discretion, from time to time.
- 9.6 A Licence or renewal does not take effect until:

- a) the Owner has notified the Applicant in writing that their Licence or renewal has been granted; and
  - b) the Applicant has paid the applicable Licence Fee (if any).
- 9.7 Upon a Licence or renewal taking effect, the Applicant:
- a) will become (or continue to be, in the case of a renewal) a Licensee;
  - b) is entitled to Use the Mark to which the Licence applies, in accordance with the Rules; and
  - c) will be entered on the Register.
- 9.8 Until an Applicant's Licence takes effect, the Applicant is not entitled to Use the Mark on or in relation to the Product.

## 10. Issue and term of Licence

- 10.1 A Licence grants to the Licensee a revocable, non-exclusive, non-transferrable Licence to Use the Marks solely in accordance with these Rules for the Permitted Purpose only, and for the term set out in the Licence.
- 10.2 A Licence to Use the Marks is valid for a period of three years from the date of the applicable notice given by the Owner under rule 9.6(a) above, or such shorter period as notified by the Owner to the Licensee in writing.
- 10.3 A Licensee's right to Use the Marks ceases on the cancellation or expiry of their Licence, and a Licensee must not Use the Marks after cancellation or expiry (unless and until they are granted a new Licence or a renewal of their existing Licence).
- 10.4 A Licensee may, prior to the expiry of their then-current Licence, apply to the Owner to renew the Licence.
- 10.5 The Owner may grant a Licence subject to conditions (in addition to those already detailed in these Rules), including but not limited to restrictions on the Licensee's Use of the Marks, as notified by the Owner to the Licensee in writing.

## 11. Prohibitions and limitations of Use

- 11.1 The Marks may only be Used by or on behalf of a Licensee. Use of the Marks by a person or organisation who is not, at the time of Use, a Licensee or a person lawfully acting on behalf of a Licensee, is strictly prohibited.
- 11.2 The Marks may only be Used by a Licensee:
- a) for the Permitted Purpose, and in respect of the Products, set out in the Licensee's relevant Application, subject to any conditions imposed by the Owner under rule 10.5 above; and
  - b) in accordance with these Rules and all applicable laws.



- 11.3 A Licensee must not misrepresent the scope of its Licence to any person and must not Use the Marks in any manner which contravenes its Licence (including these Rules).
- 11.4 A Licensee must not permit another person to Use the Marks on the Licensee's behalf in a manner that would, if Used in that manner by the Licensee, contravene its Licence (including these Rules).
- 11.5 The Marks must not be Used by a Licensee in a manner that is, or might reasonably be perceived as being, defamatory, scandalous, misleading or deceptive, pornographic, unlawful, or otherwise damaging to the image and reputation of the Crown in the Right of Tasmania, the Owner or the Marks.
- 11.6 Without limiting the generality of any other Licensee obligations set out in these Rules, a Licensee must only use the Tasmanian Mark:
- a) under the conditions (if any) from time to time entered on the Register of Protected Geographical Indications and Other Terms for Use of the Geographical Indication 'Tasmania'; and
  - b) in accordance with the *Australian Grape and Wine Authority Act 2013* (Cwlth).

## 12. Additional obligations of Licensees

A Licensee must:

- a) ensure that they continuously meet their obligations under these Rules; and
- b) ensure that all relevant officers, employees, agents and contractors of a Licensee that Use the Marks on behalf of the Licensee are aware of this Code; and
- c) not transmit the Marks to a third party, or permit a third party to Use the Marks, without the prior written consent of the Owner (except in the case of a third party Using the Marks solely on behalf of the Licensee); and
- d) make all reasonable efforts to prevent the unauthorised disclosure of the Marks to, or the unauthorised Use of the Marks by, a third party; and
- e) permit the Owner to audit the Licensee's Use of the Marks to confirm compliance with these Rules, and any conditions to which their Licence is subject; and
- f) not modify the Marks in any way, or derive or develop any new material from the Marks, without the prior written consent of the Owner.

## 13. Register of Licensees

13.1 The Owner will maintain a Register of Licensees which records:

- a) the name and address of each Licensee;
- b) a list of Products to which each Licensee's Licence applies; and
- c) the date of entry of the Licensee onto the Register.

13.2 A Licensee must notify the Owner of any changes to their details recorded in the Register.

## 14. Amendment of Licence

- 14.1 A Licensee may apply to the Owner to vary their Licence, including by:
- a) amending their Permitted Purposes; or
  - b) adding or removing a Product.
- 14.2 The Owner will assess and determine such an application in its absolute discretion. Without limiting that discretion, an application will be approved only where the Owner is satisfied that the variation is not likely to bring the Marks into disrepute (or otherwise result in a contravention of these Rules).
- 14.3 The Owner may, at any time, remove a Product from a Licence where the Owner is satisfied that:
- a) in respect of that Product, any of the requirements of rule 8 is no longer met; or
  - b) the Use of the Marks in respect of that Product contravenes, or is at risk of contravening, these Rules.
- 14.4 Where a Licensee receives a notice from the Owner stating that a Product has been removed from their Licence, the Licensee must, within a reasonable timeframe (as judged by the Owner) after receipt of that notice, do all things reasonably necessary to cease all Use of the Marks in respect of that Product.

## 15. Compliance with Rules and Licence

- 15.1 During the term of the Licence the Owner may, at any time:
- a) require each Licensee to demonstrate (in any manner or form that the Owner reasonably requires) the Licensee's ongoing compliance with the Rules and their Licence, including by submitting documentation (such as that set out in rule 9.2) or other supporting evidence; and
  - b) make such inquiries as it considers necessary, in its absolute discretion, to verify any information provided under Rule 15.1(a).
- 15.2 During the term of their Licence a Licensee must:
- a) maintain reasonable records as to their Use of the Marks, including information on: the origin of goods or any ingredients or materials from which the goods are made; quality control and compliance with applicable government or industry standards; sales figures; methods of distribution; and samples of packaging and promotional material; and
  - b) permit the Owner or its duly authorised representative, access to all records relating to the Use of the Marks by or on behalf of the Licensee, in order to verify that the Use of the Mark is in accordance with the Rules and their Licence. The Owner will make reasonable efforts to minimise any inconvenience caused to the Licensee cause by accessing records.

- 15.3 If the Licensee breaches the terms of their Licence the Owner may, at its own discretion and without limiting the Owner's rights at law as the owner of the Marks, do any of the following:
- a) by written notice to the Licensee, require the Licensee to, at the Licensee's own cost:
    - i) cease or alter any relevant Use of the Marks;
    - ii) withdraw any offending representations of the Marks from display, circulation or sale;
    - iii) publish corrective statements in one or more locations determined by the Owner; and/or
    - iv) take any other reasonable action to address the relevant breach;
  - b) suspend and/or reduce the scope of the Licence for a specified period; or
  - c) terminate the Licence under Rule 16.1.

## 16. Termination

16.1 The Owner may, by written notice to a Licensee, immediately terminate their Licence if:

- a) The Licensee ceases to be a Tasmanian Partner;
- b) It is satisfied that the Licensee has not Used the Marks for a continuous period of twelve months;
- c) It considers the Use of the Marks to be in breach of the Rules or the Licence;
- d) The Licensee's Use of the Marks does, or may, infringe any applicable law or regulation or any third party rights;
- e) If the conduct of the Licensee (including but not limited to their Use of the Marks) is, in the opinion of the Owner, reasonably likely to damage the reputation of Brand Tasmania, the State of Tasmania, or the Marks;
- f) If the Licensee challenges (or threatens to challenge) the Owner's registration of, or rights as owner of, the Marks; or
- g) The Licensee enters any form of insolvency administration, liquidation, bankruptcy or arrangement with its creditors.

16.2 A Licensee may notify the Owner that it has ceased Using the Marks and may request termination of their Licence. The Owner will agree to termination the Licence provided that the Owner is satisfied that the Licensee has ceased Using the Marks.

16.3 Upon termination under Rule 16.1 or 16.2:

- a) the Licensee must, if it has not already done so, immediately cease Using the Marks and delete all digital files of the Marks (including all digital copies of the Marks) being Used by the former Licensee from all electronic media, and, if and as directed to do so by the Owner, destroy or return to the Owner any physical copy of the Marks being Used by the former Licensee;
- b) the Licensee must immediately remove or cause to be removed from public display any sign, label or poster incorporating the Marks that is in the possession, power or control of the Licensee, and make all reasonable efforts to cause the removal of

such signs, labels or posters that are not in the possession, power or control of the Licensee; and

- c) the Licensee must not hold itself out as being in any way associated with the Marks;
- d) the Owner will remove the Licensee from the Register; and
- e) the Owner may require the Licensee to provide such evidence of the Licensee's compliance with this rule 16.3 as the Owner deems appropriate.

16.4 The Owner will not be liable to a Licensee or former Licensee for any loss suffered or expense incurred due to:

- a) the termination, reduction in scope or expiry of their Licence; or
- b) the discontinuation of the availability of the Marks or any particular version of the Marks.

16.5 The Owner's rights and a Licensee's obligations under rules 16.3 and 16.4 survive the termination of the Licensee's Licence.

## 17. Complaint and dispute resolution

17.1 Any person ('Complainant') who is aggrieved by a decision of the Owner to:

- a) refuse to grant a Licence to the Complainant (including where a product or service is deemed not to meet the requirements for a Licence);
- b) refuse to renew in whole or part the Complainant's Licence;
- c) impose conditions on the Complainant's Licence;
- d) terminate or vary the Complainant's Licence; or
- e) amend these Rules,

may seek reconsideration of the decision by the Owner within 30 days of receiving notification of the decision by the Owner.

17.2 A request for reconsideration is to be made in writing, and the Complainant must provide any further information requested by the Owner in connection with the reconsideration.

17.3 The Complainant can request a meeting with the Owner to discuss the written request for reconsideration prior to the reconsideration of the Owner.

17.4 The Owner will reconsider (and if appropriate investigate) the decision, and will notify the Complainant of the outcome of the Owner's reconsideration within what the Owner considers to be a reasonable time frame, having regard to the circumstances of the complaint or dispute and the relevant information provided by the Complainant.

17.5 The outcome of a reconsideration made by the Owner under this rule 17 is final and not subject to further review.

## 18. Notices

18.1 Any notice, demand, consent, statement or other communication (“Notice”) to be given or made under the Rules or a Licence:

- a) must be in writing;
- b) must be signed by an authorised officer of the party giving or making it or its solicitor or attorney;
- c) may be given by being left at or sent by prepaid ordinary post (or, of the address is outside Australia, by prepaid airmail) or by facsimile or email to the intended recipient’s address, facsimile number, or email address as most recently advised.

18.2 A Notice if:

- a) posted will be deemed served 2 Business Days after posting by registered post;
- b) sent by email or facsimile will be deemed served on satisfactory conclusion of transmission (unless transmitted outside of ordinary business hours in the intended recipient’s usual place of business, in which case it will be deemed served at 9:00am on the next ordinary business day in that place).

## 19. Use of the Marks for purposes other than the certification of Goods and Services

The Marks may not be Used without permission for purposes other than certification of Goods and Services, except as follows:

- a) The Owner, Tasmanian Government agencies, Tasmanian statutory instrumentalities, Tasmanian Government Business Enterprises and Tasmanian State-Owned Companies may Use the Marks (with the Owner’s prior written permission) for administrative, educational, advertising and promotional purposes (provided that the Marks are not to be so Used in relation to particular Goods and Services except under and in accordance with a Licence).
- b) The Owner may authorise specific, limited Uses of the Marks for administrative, educational, advertising and promotional purposes by specified persons on terms determined from time to time by the Owner, providing that such Use is consistent with the objectives of this Code and is not in contravention of any applicable laws.
- c) The Owner may authorise the reproduction of the Marks in print or digital publications such as textbooks and newspaper or magazine articles.

## 20. Amendment of Rules

20.1 These Rules may be amended from time to time by the Owner.

20.2 Any amendment to these Rules is subject to prior compliance with all applicable statutory requirements and regulatory approvals, including approval by the Australian Competition and Consumer Commission.

- 20.3 The Owner will notify each Licensee in writing of any changes to these Rules as soon as is practicable. Such notification will detail:
- a) the proposed amendments to be made; and
  - b) the date the proposed amendments become effective.
- 20.4 If the Licensee wishes to object to the proposed amendments it must do so within 30 days of receiving notification under Rule 20.3. The complaint and dispute resolution procedure set out in rule 17 will apply in this instance.

## 21. Availability of the Marks

- 21.1 The Owner reserves the right to discontinue the availability of the Marks (each in its entirety or any particular version) for any reason, entirely at the Owner's discretion.
- 21.2 Upon notice from the Owner to a Licensee of any discontinuance of availability of the Marks, the Licensee's Licence will expire in relation to the discontinued Mark or the discontinued version (as the case may be) and rules 16.3 and 16.4 apply.

## 22. Warranties and indemnities

- 22.1 To the extent permitted by law, the Owner excludes all warranties in connection with any actual or proposed Use of the Marks.
- 22.2 Without limiting rule 22.1, the Owner does not warrant:
- a) the accuracy, completeness, currency, quality or suitability for any purpose, of the Marks;
  - b) that the Marks will be compatible with any particular hardware or software, or Useable in any particular format;
  - c) that the Marks will remain as registered trade marks; or
  - d) that the Marks do not infringe the intellectual property rights of any person or organisation.
- 22.3 Each Licensee acknowledges and agrees that the Marks have not been prepared to meet the Licensee's individual requirements and that it is therefore the responsibility of the Licensee to determine whether or not the Marks meet such requirements.
- 22.4 Each Licensee waives all rights to recover damages from, or otherwise take any legal action against, the Owner in respect of any loss, damage, or injury which may be suffered by the Licensee (including but not limited to damage attributable to a wrongful or negligent act or omission of the Owner or damage to any of the Licensee's property or finances) arising from or in connection with the Licensee's Use of the Marks.
- 22.5 The Licensee indemnifies the Owner against any loss, damage or legal liability in respect of:
- a) personal injury to, or death of, any person; or

- b) damage to property; or
- c) financial loss

arising from, or attributable to, the Licensee's Use of the Marks, to the extent that such damage or loss arises from, or is attributable to, an act or omission of the Licensee or the Licensee's officers, employees, agents or contractors that is negligent, unlawful or in breach of the terms of the Licensee's Licence or these Rules.

22.6 A Licensee's liability under the indemnity in rule 22.5 is reduced proportionally to the extent that the relevant injury, death, damage or loss was caused or contributed to by a negligent act or omission of the Owner or the Owner's officers, employees, agents or contractors.

22.7 The exclusion, waiver and indemnity described in this rule 22:

- a) are continuing in nature, separate and independent from any other rights or obligations of the Owner or the Licensee; and
- b) survive the cancellation or expiry of the Licensee's Licence.

## 23. General

23.1 These Rules will be construed in accordance with and be governed by the laws having force in the State of Tasmania and the Licensee hereby submits to the jurisdiction of the Courts of the State of Tasmania, including the Tasmanian Registry of the Federal Court of Australia.

23.2 The Owner may give or withhold any consent or approval under these Rules at its absolute discretion, and may give any such consent or approval subject to such conditions as it sees fit.

# Schedule 1 – Classes of Goods and Services

Class 3	Essential oils; Cosmetics; Body soaps; Perfumed soaps; Perfumery; Oils for the body (cosmetics)
Class 9	Education software; Films bearing recorded educational material; Music recordings
Class 12	Coachwork for motor vehicles; Industrial vehicles; Motor land vehicles for travelling on ice; Superstructures of vehicles; Vehicles; Vehicles for use in mines; Vehicles for use in quarries; Vehicles for use in the transport of goods; Marine craft
Class 14	Precious metals, unwrought or semi-wrought; Jewellery
Class 16	Artwork; Advertisement boards of paper or cardboard; Advertising materials of paper; Bunting of paper; Display banners of paper; Mats of paper for drinking glasses; Posters made of paper; Posters of paper for use in shop windows; Covers for wine lists; Sleeves bearing printed matter for use in covering wine bottles; Advertising display stands of cardboard for desk-top or counter top use; Printed advertising material; Paper; Printed literature; Printed matter; Printed publications; Promotional publications; Photographs (printed); Teaching materials (except apparatus); Instructional material
Class 19	Joinery products of timber for use in buildings; Timber products for use in building; Building timber; Timber for building
Class 20	Furniture; Picture frames
Class 21	Pottery; Ceramics for household purposes; Ceramics for kitchen use; Ornamental sculptures made of ceramics; Kitchen utensils; Household utensils; Kitchen containers; Household containers; Unworked glass; Semi-worked coloured glass; Glassware; Porcelain; Earthenware
Class 22	Fleece wool; Raw or treated wool; Hemp
Class 23	Spun wool
Class 24	Bunting of textile or plastic; Woollen fabric; Hemp cloth; Hemp fabric
Class 25	Apparel (clothing, footwear, headgear); Articles of clothing made from wool; Footwear; Clothing
Class 29	Food products derived from seafood; Vegetables (processed); Meat; Fresh fish (not live); Milk; Edible nuts; Dairy products; Food preserves; Food products made from cooked fruits; Food products made from dried fruits; Food products made from eggs; Food products made from nuts; Food products made from preserved fruits; Food products made from seaweeds; Food products made of fish; Poultry products;



	Game products (meat); Jams; Compotes; Eggs; Milk products; Dried truffles (edible fungi); Canned fish; Processed fish; Smoked fish; Processed vegetables; Food products made from meat; Food products made of shellfish; Smoked meats; Vegetable food products; Cooked vegetables; Frozen vegetables; Prepared olives; Fruits (processed); Cheese
Class 30	Fruit flavoured tea (other than medicinal); Herbal tea (other than for medicinal use); Tea (not medicinal); Honey; Spices; Dried herbs (seasonings); Condiments; Bakery products; Bread; Confectionery; Sea salt for cooking; Mustard; Sauces (condiments); Ice
Class 31	Edible seeds (unprocessed); Fresh vegetables; Fresh fruit; Legumes; Fresh truffles; Fresh herbs; Grains (cereals); Plants; Flowers, natural; Seeds for planting; Live animals; Malt grains (unprocessed); Fish eggs for hatching; Fish spawn; Vegetables, fresh
Class 32	Beer; Non-alcoholic beverages (except non-alcoholic beer); Fruit beverages; Alcohol-free beverages; Waters (beverages); Bottled fruit drinks; Malt based preparations for making beverages; Mineral water (beverages); Aerated mineral waters; Aerated beverages (non-alcoholic); Syrups for beverages; Non-alcoholic preparations for making beverages; Water (beverage) other than for medical use
Class 33	Alcoholic beverages (except beer); Distilled alcoholic beverages; Wine; Whisky; Cider; Spirits (beverages); Gin; Vodka
Class 35	Cellar door sales of wine; Advertising; Point of purchase promotions (for others); Outdoor advertising; Tourism promotions (for others); Promotional marketing; Promotional services; Trade promotional services; Business promotion services; Promotional advertising services; Promotion (advertising) of travel
Class 37	Marine construction; Ship building; Ship maintenance; Agricultural equipment repair and maintenance
Class 39	Boating, fishing, hunting and sightseeing excursions; Provision of information relating to tourism; Marine transport
Class 40	Fish smoking
Class 41	Presentation of live performances; Production of live performances; Display of works of art (exhibitions, shows, museums, galleries); Portrait painting; Photography; Provision of training; Entertainment; Cultural activities; Sporting activities; Wine tasting services (education); Commissioned writing (plays, musicals or for publications); Screenplay writing; Song writing services; Wine tasting services (entertainment); Adult training; Academies (education); Adult education; Education academy services; Education advisory services; Organisation and conducting of dance, music and other entertainment festivals; Musical performances; Education services
Class 42	Graphic arts design