



Royal Agricultural Society of NSW

TRADEMARK LICENCE TERMS & CONDITIONS FOR AWARD ARTWORK

As the Chief Executive of the Royal Agricultural Society of NSW (RAS), I hereby grant you permission under Regulation 189 of the General Regulations to use the Sydney Royal Award trademarked artwork ('Award') for your winning product, subject to the following conditions:

1. You must only use the Award on or in conjunction with the product that won. You cannot use the Award on packaging for other products, e.g. you must only use the gold medal logo on the product that won gold.
2. The Award must state the year of the competition that your product won. This information must be clear on the winning product.
3. The licence for the Award is valid for three **(3) years** on the packaging of the product, starting from the date the Award was presented. (Please see Award / Point breakdown per Competition to see exemptions).
4. The licence for the Award is valid providing the ingredients and method of production of your product remain the same.
5. The Award logos' and award claims may only be used for a maximum of (5) five years from the date of the award without mention of the awarded product. Usage of the award logo is restricted to outdoor advertising on trucks, billboards, internal and external shop signage, agreed packaging, electronic signatures, company website banners and social media platforms. The year awarded must always be clearly visible and there must be no implication that the award was won by "a group of products other than the actual product itself that received the award". It is at the discretion of the RAS whether the advertising is misleading or contrary to the agreed usage.
6. Royal Agricultural Society of NSW, Sydney Royal or Sydney Royal Easter Show corporate branding is not permitted to be reproduced or used.
7. In the event a product receives multiple awards in subsequent years, this does not alter the license of a single award being valid for three years. Upon expiry an award being presented as a multiple win must be removed from display.
8. You must not change the design, shape, colour or wording on the Award or do anything to the trademarked artwork that may be misleading to the public. (Please see the Style Guide for specifications).
9. Wine Exhibitors are permitted to use their point score on the award and must be changed to reflect the point score awarded only.
10. You must not use the wording 'Sydney Royal' in any generic medal. Only the trademarked artwork is permitted.
11. All artwork must be approved by the RAS before release by sending it to sydneyroyal@rasnsw.com.au.
12. If the product is transferred or sold to another company or the company is acquired or merged, the trademark licence for the Award is only transferrable providing that:
 - a) there are no changes to the name of the company, product and production method; and
 - b) the RAS has provided express permission for the Award to transfer to the new entity; and
 - c) the new entity agrees to these trademark licence conditions.

13. If the Exhibitor wishes to change the name of the product, the Exhibitor must contact the RAS to seek permission and for the RAS to update the licence details.
14. Third party use of the Awards requires prior authorisation.
15. Exhibitors who breach these trademark licence conditions may be subject to Disciplinary Hearings under the RAS General Regulations and subject to any legal action the RAS may take to protect their intellectual property.
16. In reference to the Wine Show, these terms & conditions are in addition to the Winemakers' Federation of Australia's 'Wine Industry Display of Awards Code of Practice'
(Please see: <http://www.wfa.org.au/information/codes-and-guidelines/>)
17. The RAS further reserves the right to withdraw the licence to use the trademarked artwork at their discretion, should the Exhibitor engage in behaviour or become associated with anything or situation which the RAS feels does not align with their values. This includes but is not limited to unethical conduct, unseemly behaviour or any other behaviour the RAS considers brings the RAS into disrepute.
18. If a breach is identified the Exhibitor will be notified in writing requesting timely rectification. At the discretion of the RAS, should an Exhibitor fail to rectify the breach, the award will be cancelled and a ban from future competitions may result.

Protecting the integrity of the Sydney Royal competitions is of great importance to the RAS. The RAS reserves the right to randomly audit your use of the Awards. For further information please see the RAS General Regulations Rule 189 regarding intellectual property listed on the RAS of NSW website:

https://www.eastershow.com.au/globalassets/document-library/legal/general_regulations2.pdf

Yours Sincerely



Brock Gilmour
Chief Executive