Logo and Branding Terms of Use

1. This document is intended to be used in combination with the **Carbon Neutral Brand Toolkit**.

2. Carbon Neutral logos and branding (**Branding**) are the exclusive property of Carbon Neutral. Parties requesting permission to use or display Carbon Neutral Branding must complete this **Logo and Branding Terms of Use application** and submit a signed copy via email to Carbon Neutral at contactus@carbonneutral.com.au for approval.

3. All parties using or displaying Carbon Neutral Branding must agree in writing to the following Terms of Use (Terms). Any use or display without prior agreement to these Terms will be treated as a violation of Carbon Neutral's intellectual property rights.

    i) Authorised Users are not permitted to use Carbon Neutral's **Master Logo** under any circumstances. Carbon Neutral allows Authorised Users to use relevant variations of its Master Logo, which include the word '*supporting*'. This term reduces risk associated with overstating green claims. Only those variations contained in the **Carbon Neutral Brand Toolkit** may be used.

    ii) Authorisation to use or display Carbon Neutral Branding is contingent upon pre-approval by Carbon Neutral of samples of the proposed use(s) of the Branding submitted via email (Approved Use). Carbon Neutral's approval must be granted **prior to** a Party publishing any material (either in print or digitally) featuring Carbon Neutral Branding.

    iii) Authorised Users must only use or display the Branding as set out in these Terms and by the **Carbon Neutral Brand Toolkit.**

    iv) Once an Approved Use has been granted by Carbon Neutral, the applicant becomes an Authorised User until such time as approval is revoked by Carbon Neutral, or the Authorised User does not comply with clause 4 (i) and (ii) of these Terms.

    v) Carbon Neutral may authorise a third party (for example designer or web developer) to use or display Carbon Neutral Branding on digital or printed materials which are produced or maintained by, or on behalf of, the Authorised User, in connection with their services.

    vi) Carbon Neutral may place restrictions on use of its Branding, or reconsider a usage approval, at any time if it considers the Branding usage contravenes the Approved Use.

vii) Logo use is not permitted on products. Product placement or product endorsement is **not permitted** unless a specific, stand-alone product placement agreement has been expressly entered into with Carbon Neutral. Product placement approval usually requires that an LCA for that product has been conducted.

viii) Carbon Neutral may, where it considers it reasonable to do so such as clause 4 not being met, restrict, amend or cancel its authorisation for an Authorised User to use or display its Branding, by written notice to the Authorised User, who must **within 30 days** of the notice comply with the restrictions, amendments or cancellation.

ix) Carbon Neutral may monitor an Authorised User's compliance with these Terms. Upon reasonable request, an Authorised User must promptly provide Carbon Neutral with copies of the printed or digital sample(s) and other materials on which Carbon Neutral Branding are displayed.

x) Authorised Users must always act in good faith and refrain from engaging in misrepresentations or fraudulent activity in any transaction or dealings with Carbon Neutral. Authorised Users must at all times avoid any behaviour that would be reasonably expected to damage the reputation of Carbon Neutral in particular or the carbon market in general.

xi) The Authorised User acknowledges that the ownership of all rights to Carbon Neutral Branding remain with Carbon Neutral.

Guidelines for Use

4. Authorised Users must comply with all Carbon Neutral guidelines, requirements and prohibitions for using Carbon Neutral Branding, including but not limited to the following:

Upfront Annual Minimum Contribution

i) The (initial) annual contribution must meet at least the required threshold (in a single transaction) as set out in the table below:

Organisation Size	# Trees	OR	Carbon offsets (AU$ incl. GST)
Small (employees < 8 persons)	**1,000**		**$2,500**
Medium (8 to 20 persons)	**1,500**		**$3,750**
Mid-size (21 to 50 persons)	**2,000**		**$5,000**
Large (51+ persons)	**2,500**		**$6,250**
Corporate	**5,000**		**$12,500**

Annual Renewal

ii) Users that are authorised to display Carbon Neutral Branding based on once-only contributions are authorised to use it for a 12 month period from the date of the relevant invoice. If a client does not renew with Carbon Neutral on at least the same terms as in the prior 12 month period, they must **discontinue** use of the Carbon Neutral Branding(s) on all applicable marketing collateral **within 30 days** of the 12 month authorised usage period expiring.

Explicitly Endorsed

iii) Carbon Neutral Branding must not appear in any placement, in print or digitally, which would be reasonably expected to imply that Carbon Neutral endorses or approves any activity, product or organisation that it has not explicitly endorsed or approved.

Website Backlink

iv) When used online, the Branding must include a backlink to the Carbon Neutral website carbonneutral.com.au embedded in the image. When used in print, the Branding must be accompanied by Carbon Neutral's website URL.

Obtaining Carbon Neutral Branding

v) Authorised Users may only access Carbon Neutral Branding by direct request to Carbon Neutral, specifying the names of the requested Branding(s) from the **Carbon Neutral Brand Toolkit**, whereupon the requested files will be emailed to the Authorised User. Branding must only be reproduced from content supplied electronically or emailed directly from Carbon Neutral.

vi) Branding must not be varied or altered in any way whatsoever from the original file(s) supplied by Carbon Neutral.

Branding Not Expressly Covered

5. **Any** use or display of any Carbon Neutral Branding not expressly covered in this Terms of Use document is not authorised.

I hereby accept these Terms of Use for usage and display of Carbon Neutral Branding.

_____

Full company name and ABN

_____

Email/Telephone

_____

Web Address and/or Social Media

_____

Owner/Director/Chief Executive Officer/Authorised Representative

_____

Country of Domicile

_____ _____

Signature Date