# Limestone Coast Brand Usage Guidelines

## **Brand Usage**

The Limestone Coast Brand is a "Place Brand" and a visual identifier to convey the amalgamation of positive perceptions, thoughts and feelings that consumers hold about the Limestone Coast. It is designed to trigger a consistent and growing "story" of the Limestone Coast as a creative, rich, innovative, diverse and industrious place.

A Place Brand is a visual identity to show who we are, where we are and what we offer. It's about being synonymous with the Limestone Coast and distinguishing this diverse region from other regions.

#### Terms and Conditions

The terms and conditions of use constitute a legal agreement between you and the **Limestone Coast Local Government Assocation**\* ("Licensor") to the use of the material on this web- site and the Limestone Coast Brand (being the visual identity for the Limestone Coast region in all of its iterations set out in the Limestone Coast Brand Style Guide, including all logos and images).

The Limestone Coast Local Government Association will not be held responsible for any breach of the Competition and Consumer Act by a Registrant. Registrants are advised to seek independent legal advice in order to ensure compliance.

Please read this agreement in its entirety before you download any material from this web-site.

#### Eligibility for use

To be eligible to use the Limestone Coast Brand, you must have a sufficient relationship with the Limestone Coast region of South Australia.

The Limestone Coast boundary definition consists of the seven Local Government Areas of Mount Gambier, Grant, Wattle Range, Naracoorte Lucindale, Kingston, Robe and Tatiara.

You will meet the eligibility criterion if you:

- maintain a substantial presence in the Limestone Coast region (that is, not less than 30% of your total operations must be based in the region).
- or source a substantial amount of inputs, ingredients or components in the Limestone Coast (that is, not less than 50% by value must be sourced in the Limestone Coast)
- or maintain your business or other headquarters in the Limestone Coast

• or can otherwise demonstrate to the satisfaction of the Licensor, a substantial connection to the Limestone Coast.

A determination of whether you meet the above criterion will be at the discretion of the Licensor.

#### Terms & Conditions of use of the Limestone Coast Brand

Terms and Conditions of use in downloading any material from this web-site, including but not limited to the Limestone Coast Brand, whether or not you have checked the "I agree" box, you agree to be bound by the following terms and conditions. If you do not accept these terms and conditions, you must refrain from using the Limestone Coast Brand or other material on this web-site. Agreement to these terms and conditions will result in the granting of a non-exclusive, fee-free, non-transferable right to use the Limestone Coast Brand in the marketing and advertising of your business or product for the positive promotion of your business or product and the Limestone Coast generally ("Permitted Purpose").

Your use of the Limestone Coast Brand must be consistent with these terms and conditions. The Licensor reserves the right to amend these terms and conditions from time to time. Amendments will be effective immediately upon notification on this website. Your continued use of the web-site and the Limestone Coast Brand following such notification will represent an agreement by you to be bound by the terms and conditions as amended.

The Licensor also reserves the right to take action against any use that does not conform to these terms and conditions. These terms and conditions are governed by the laws in force in South Australia. In providing the Limestone Coast Brand for use, the Licensor does not provide any guarantee or other promise that use of the Limestone Coast Brand will be beneficial to your business. Intellectual Property and Use Intellectual Property in this web-site (including the Limestone Coast Brand logos, text, graphics, logos, icons, and software) is owned by the Licensor unless otherwise noted in the description of the material.

Except as expressly authorised by these terms and conditions (see "Conditions of use of Limestone Coast Brand" below), and subject to the conditions prescribed under the Copyright Act 1968 (Cth) and similar legislation that applies in your location, you may not in any form or by any means: adapt, reproduce, store (including download), distribute, print, display, perform, publish or create derivative works from any part of this web-site; or commercialise any information, products or services obtained from any part of this web-site, without the written permission of the Licensor. You must adhere to any copyright restrictions or other notices that appear on images or files you wish to download or print.

All material supplied through this site is owned by the Licensor or its respective partners and cannot be on-sold to third parties. The Licensor provides the Limestone Coast Brand for use on the basis of a one-off, non-exclusive right. All usage requirements must be adhered to, including those in the Limestone Coast Brand Style Guide. Any misuse of the Limestone Coast Brand will result in a breach of the Licensor's intellectual property rights. Material supplied must only be used for the Permitted Purpose.

You must not use the Limestone Coast Brand to display the Limestone Coast in a

negative way or in any way that could reflect adversely on the Licensor or the Limestone Coast Brand.

Where the Licensor in its opinion considers that your use of the Limestone Coast Brand is derogatory or harmful to the Licensor or otherwise reflects adversely upon the Licensor, the region of the Limestone Coast itself or the Limestone Coast Brand, the Licensor may require that you immediately cease that use of the Limestone Coast Brand or other material; and/or terminate your right to use the Limestone Coast Brand. Except as expressly authorised by the Licensor, the appearance of the Limestone Coast Brand for the Permitted Purpose must not be used in any manner whatsoever to imply that the Licensor has any administrative, financial or marketing obligations in relation to the item or organisation to which the Limestone Coast Brand has been applied.

Your use of the Limestone Coast Brand must be in conformity with: all applicable laws, regulations, guidelines and decisions of judicial or regulatory bodies; any other proprietary rights of third parties; and this web-site and agreement and the **Limestone Coast Brand Style Guide** available on this web-site. You and your business must comply with all relevant industry standards and practices and all applicable laws and regulations.

You must comply with any reasonable directions of the Licensor in relation to use of the Limestone Coast Brand. Commencement, duration and termination of right **your right** to use the Limestone Coast Brand will commence on you checking the **"I agree" box** and will continue until the agreement is terminated.

The Licensor may terminate your right to use the Limestone Coast Brand immediately by written notice to you if:

- you have committed a breach of these terms and conditions
- the Licensor considers in its sole discretion that your use of the Limestone Coast Brand is derogatory or harmful to the Licensor or otherwise impacts negatively upon the Licensor, the Limestone Coast itself or the Limestone Coast Brand
- the Licensor determines that your use of the Limestone Coast Brand infringes or potentially infringes third party rights
- or you change your operations such that in the opinion of the Licensor, you no longer have sufficient nexus to the region of the Limestone Coast.

### **Privacy Policy**

Protecting your privacy is important to the Limestone Coast Local Government Assocation. Whenever we collect and otherwise deal with your personal information, we are governed by the Australian Government's Australian Privacy Act 1988.

Whenever we collect personal information from you, whether online or in hard copy form when dealing with your registration or any inquiries you may have, we will make every reasonable attempt to inform you of why we are collecting your information, to whom we will disclose that information and the purposes for which we intend to use that information. Information stored on our system is only accessible by approved Limestone Coast Local Government Association staff.

The content of this privacy and security statement may be updated from time to time, so we suggest that if you return to this site on a regular basis, you carefully read the information provided.

If you believe that we have not dealt with your personal information in a manner, please contact us to discuss how we may better deal with it. Similarly, if you wish to access personal information that we hold about you, you may make a request in writing.

All correspondence should be directed to:

#### lcbrand@lclga.sa.gov.au