

**“Birthplace of NZ Rugby Logo”**  
**Terms and Conditions of Use**

The following are the terms and conditions upon which use of the Birthplace of NZ Rugby Logo (“the Logo”) is authorised:

- 1.) The Nelson City Council (“the Council”) is making the Logo available to persons, businesses and community organisations to enable the Logo to be widely used in the Nelson Tasman region to promote Nelson as the birthplace of New Zealand rugby.
- 2.) All applications for use of the Logo must be submitted in writing in the format and manner required by the Council, and in particular must specify the details and design of the material which will incorporate the Logo, the reasons and purpose for which the Logo will be used by the Applicant, and the activities to be undertaken and promoted by the Applicant.
- 3.) The use of the Logo must be in accordance with the style guide provided and attached to these terms and conditions
- 4.) The Logo may only be used by the applicant for the purposes stated in the application, and in the manner detailed in the application.
- 5.) More than one use of the Logo is permitted provided that each use is detailed in the Application and approved by the Council.
- 6.) Any variation to use from that approved must be authorised in writing by the Council.
- 7.) A copy of the final print version including all material to be used in the promotion, and all information and material to be posted on any website of the applicant or advertised in other media must be provided to RWC 2011 Nelson Central Media Office prior to the promotion commencing. Contact details are:  
  
Central Media Office  
Angela Ricker, RWC 2011 Nelson Communications Manager  
Nelson City Council  
+64 3 546 0343  
[angela.ricker@ncc.govt.nz](mailto:angela.ricker@ncc.govt.nz)
- 8.) The right to use the Logo is personal to the Applicant and cannot be transferred or assigned to any other person or organisation without the written consent of the Council.
- 9.) As part of the approval to use the logo, the Council may in its absolute discretion agree to a reasonable charge to enable recovery of the Applicant’s costs being made by the Applicant for the use or provision to any person of any product or item featuring the logo.
- 10.) Any misuse of the logo, or failure to use the Logo other than in accordance with these terms and conditions may result in the right to the logo being withdrawn.

11.) The Council as owner of the Logo must be acknowledged in the promotion being undertaken by the Applicant.

12.) The Council reserves the right in its absolute discretion to refuse any application, or to approve an application subject to such further or other terms or conditions as it deems necessary .

13.) The Applicant shall not have, and is not granted any exclusive right to the use of the logo pursuant to the terms of this agreement and no such right or entitlement shall in any way be implied or inferred by this agreement or any approval given pursuant to this agreement.

The above terms and conditions are agreed to and accepted by the Applicant.

Signed by.....

Name  
Organisation  
Position  
Date