

TCAC



**Australian  
Competition &  
Consumer  
Commission**

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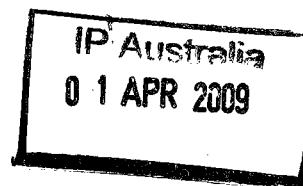
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Your Ref: TM 262  
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26 March 2009

The Registrar of Trade Marks  
IP Australia  
PO Box 200  
WODEN ACT 2606



Dear Registrar

**Certification Trade Mark Application No 1171337 – lodged by  
New Zealand Nutrition Foundation**

The Australian Competition and Consumer Commission (the ACCC), in accordance with the provisions of the *Trade Marks Act 1995*, has completed its final assessment of Certification Trade Mark (CTM) No. 1171337 lodged by New Zealand Nutrition Foundation.

A certificate detailing the ACCC's assessment is attached, as well as a certified copy of the rules. The applicant has been notified.

If you have any queries on this matter, please contact Simon Mitchell on (03) 9290 0690.

Yours sincerely

Dr Richard Chadwick  
General Manager  
Adjudication Branch



**Australian  
Competition &  
Consumer  
Commission**

**Final Assessment of Certification Trade Mark Application 1171337  
lodged by the New Zealand Nutrition Foundation**

The Australian Competition and Consumer Commission (the ACCC), in accordance with the requirements of the *Trade Marks Act 1995*, has completed its Final Assessment of the above Certification Trade Mark (CTM) application.

The ACCC's Final Assessment is that it is satisfied that:

- (a) the approved certifier demonstrates the attributes necessary to competently certify the goods and services in respect of which the CTM is to be registered;
- (b) the rules governing the use of the CTM would not be to the detriment of the public; and
- (c) the rules governing the use of the CTM are satisfactory having regard to the principles relating to restrictive trade practices set out in Part IV of the *Trade Practices Act 1974* (the Act); the principles relating to unconscionable conduct set out in Part IVA of the Act; and the principles relating to unfair practices, product safety and product information set out in Part V of the Act.

Signed.....  ..... (Deputy Chair)

Date..... 25/3/09.....

**REGULATIONS GOVERNING THE USE OF THE  
EMARK CERTIFICATION TRADE MARKS OF  
THE NEW ZEALAND NUTRITION FOUNDATION**

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Certified copy  
pursuant to section 175(2)(b)  
of the *Trade Marks Act 1995*



Commissioner

25/3/09  
Date

## 1. DEFINITIONS

- 1.1 **'Advertising'** means material used or intended to be used as an advertisement.
- 1.2 **'Approved Testing Laboratory'** means a laboratory which has been approved by **The Foundation** to carry out the testing of a food or beverage product on or in relation to which the **Trade Marks** are proposed be used by an **Authorised User**.

In the case of determining nutritional composition, the laboratory must be an International Accreditation New Zealand (IANZ) accredited laboratory, or be accredited by a member of the International Accreditation Cooperation (ILAC) (for example, the National Association of Testing Authorities (NATA) in Australia).

**Relative Glycaemic Impact (RGI) and Glycaemic Load (GL)\*** testing must be undertaken by a laboratory registered with the University of Sydney to undertake clinical measurements of RGI and to calculate GL from those measurements. **The Foundation** may accept results from a non-registered laboratory provided the laboratory can show (i) the testing protocols followed meet the requirements of Australian Standard *Glycaemic Index of Foods AS4694-2007* (or its equivalent at the time), and (ii) the laboratory can show previous experience in conducting clinical measurements to determine of RGI and GL.

\*In relation to estimates of GL from *in vitro* analysis of starch digestibility, international standards for this test are under development by the American Association of Cereal Chemists (AACC), with assistance from GlycANZ (a collaboration between New Zealand Crop & Food Research and CSIRO (Australia)). As an interim measure, **The Foundation** may use estimates of GL and RGI determined by an *in vitro* analysis by a member of GlycANZ, using protocols accepted by a GlycANZ partner.

- 1.3 **'Approved Testing Procedure'** means the procedure which has been approved by **The Foundation** for the testing of nutritional composition and **Glycaemic Load (GL)** and/or **Relative Glycaemic Impact (RGI)** and/or estimation of RGI from an *in vitro* analysis of starch digestibility of a food or beverage product in relation to which the **Trade Marks** are proposed be used by an **Authorised User**.

When determining nutritional composition, **The Foundation** will accept methods used by IANZ-accredited laboratories. For GL and RGI testing, procedures that comply with the Australian Standard *Glycaemic Index of Foods AS4694-2007* must be used.

In the case of starch digestibility – AACC approved test methods once available, but in the interim, an *in vitro* analysis by a member of GlycANZ, using protocols accepted by a GlycANZ partner, may be used.

- 1.4 **'Authorised User'** means any person, firm, or company entitled to use the Trade Marks pursuant to these Regulations.
- 1.5 **'Certificate of Registration'** means the certificate issued by The Foundation attesting to the registration of the **Authorised User**.
- 1.6 **'Registrar'** means the Registrar of Trade Marks.
- 1.7 **'Complex Food'** means a food which contains more than one food group.
- 1.8 **'Energy Density'** is the energy in kilojoules in one gram of food or beverage. A high energy density food or beverage will provide a large number of kilojoules in a small amount of the food or beverage. A low energy density food or beverage may provide the same energy, but requires a greater amount of the food or beverage.
- 1.9 **'Energy Density Levels'** means the following ranges of Energy Density:

<i>Energy Density Level</i>
Level 1 - Less than 5 kJ/g
Level 2 - Greater than or equal to 5 kJ/g and less than 10 kJ/g
Level 3 - Greater than or equal to 10 kJ/g and less than 15 kJ/g
Level 4 - Greater than or equal to 15 kJ/g and less than 20 kJ/g
Level 5 - Greater than or equal to 20 kJ/g

Subject to the approval of the Registrar, The Foundation reserves the right to update these ranges in light of new scientific evidence.

- 1.10 **'Food'** means anything that is used or represented for use as food or drink for human beings, and includes (but is not limited to) –
- a) Any ingredient or nutrient or other constituent of any food or drink;
  - b) Anything that is or is intended to be mixed with or added to any food or drink; and
  - c) Chewing gum, and any ingredient of chewing gum, and anything that is or is intended to be mixed with or added to chewing gum.

- 1.11 **'Glycaemic Glucose Equivalent (GGE)'** is the unit of RGI. The number of GGEs states the weight of glucose that would have the same effect as a given weight of food. For example, if a serving of a food is described as having an RGI of 25 GGE, that amount of food would have a glycaemic effect equal to that of 25 g of glucose. It does not mean the food contains 25 g of glucose, but that it has an equivalent effect.
- 1.12 **'Glycaemic Load (GL)'** is the cumulative exposure to postprandial glycaemia as a measure of insulin demand as a result of food intakes over a specified period of time. This is calculated indirectly by multiplying Glycaemic Index by carbohydrate intake. When applied to a single intake of food, GL approximates **Relative Glycaemic Impact (RGI)**.
- 1.13 **'Nutritional Composition'** refers to the nutrient content of food (for example: energy, protein, fat, saturated fat, moisture, ash, fibre, carbohydrate, sugars, sodium) per 100g of food.
- 1.14 **'Regulations'** means the rules and procedures contained in this document and any modification or variation of this document as approved by the Registrar.
- 1.15 **'Relative Glycaemic Impact (RGI)'** is the relative tendency of a given amount of food or beverage consumed in a single intake, such as a serving, to induce a postprandial glycaemic response. **RGI** is measured directly by determining the weight in grams of glucose required to give the same glycaemic response as a relevant amount of food. The values produced are termed **Glycaemic Glucose Equivalents (GGE)**.
- 1.16 **'The Foundation'** means the New Zealand Nutrition Foundation, a charitable trust incorporated under the Charitable Trusts Act 1957, with its registered office currently on Level 2, NZI House, 507 Lake Road, Takapuna, Auckland, New Zealand.
- 1.17 **'Trade Marks'** means the eMark Certification Trade Marks (e, 1e, 2e, 3e, 4e, and 5e). The Trade Marks are the subject of an application for registration in Australia, details of which are set out below.



Trade Mark:

Number: 1171337

Classes: 29-33

Goods: Class 29: Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; eggs, milk and milk products; edible oils and fats; yoghurt; preserves, soups, salad dressings; dairy products; prepared meals in this class.

Class 30: Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery; honey; yeast, baking powder; salt, mustard; sauces

(condiments); spices; pasta, noodles, breakfast cereals, breakfast cereal bars, muesli bars; prepared meals in this class.

Class 31: Fresh fruits and vegetables; seeds; grains; raw cereals.

Class 32: Beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.

Class 33: Alcoholic beverages (except beers).

Proprietor: New Zealand Nutrition Foundation

Filing date: 16 April 2007

Priority date: 16 October 2006

1.18 'Whole Food' means a food which contains one core food group only.

## 2. INTRODUCTION

2.1 The mission statement of **The Foundation** is to enhance the quality of life of member of the public by encouraging informed, healthy, and enjoyable foods choices linked with an active lifestyle.

2.2 The purpose of the **Trade Marks** is to provide consumers with an easily recognised sign or symbol that reflects a particular food or beverage's **Energy Density Level** and **Relative Glycaemic Impact (RGI)** – as defined by **Glycaemic Glucose Equivalents (GGE)** - and to provide serving size guidelines. With supporting material, this will assist consumers to manage their daily energy and nutrient intake from the diverse range of foods and beverages that normally form the daily eating pattern.

2.3 In particular, the **Trade Marks** will:

2.3.1 Ensure the food and beverage industries indicate food and beverage serving size recommendations consistent with **The Foundation's** guidelines, based on the New Zealand Ministry of Health Food and Nutrition Guidelines, and the Australian National Health and Medical Research Council's Dietary Guidelines for Australians;

2.3.2 Assist consumers in selecting foods, beverages, and combinations of foods and beverages, which are consistent with healthy eating; and

2.3.3 Assist the New Zealand and Australian Governments in improving the nutrition of New Zealanders and Australians.

2.4 Evidence-based information will accompany the **Trade Marks**. This will assist those in the food and beverage industries to:

2.4.1 Position their products within a healthy eating pattern; and

2.4.2 Know how a food or beverage product could be modified to comply with the eMark system, and/or to modify the eMark ratings for that product.

2.5 Evidence-based information will accompany the Trade Marks to assist consumers to:

2.5.1 Identify the Energy Density Levels and Relative Glycaemic Impact (RGI) of an approved serving of a particular food or beverage product; and

2.5.2 Select foods and beverages to match their nutritional requirements with their lifestyles.

2.6 The Trade Marks are based on and can be used in conjunction with New Zealand Ministry of Health Food and Nutrition Guidelines, and the Australian National Health and Medical Research Council's Dietary Guidelines for Australians.

2.7 These Regulations are designed to protect the integrity and enhance the value of the Trade Marks and the eMark.

### 3. OWNERSHIP OF TRADE MARKS

3.1 The Trade Marks are owned by The Foundation, and are the absolute property of The Foundation.

3.2 Each Authorised User acknowledges and agrees that ownership of the Trade Marks will remain vested in The Foundation. Nothing in these Regulations entitles an Authorised User to any right, title or interest in the Trade Marks except as provided for in these Regulations.

3.3 The Authorised User undertakes to never directly or indirectly challenge, contest, call into question or raise any question concerning the validity or ownership of the Trade Marks.

### 4. APPLICATION PROCESS

4.1 Any food company or manufacturer may apply for registration as an Authorised User in relation to any food or beverage product (except alcoholic beverages – see clause 4.1.1) which has been manufactured in accordance with the Food Act 1981, Australia New Zealand Food Standards Code, and New Zealand Food Standards. A pre-assessment (including the payment of a fee) may apply depending on the complexity of the food (for example, mixed meals).

4.1.1 Current New Zealand Ministry of Health Food & Nutrition Guidelines and Australian Dietary Guidelines recommend that consumers limit their intake of alcohol. While the eMark classification of alcoholic beverages can be calculated in the same manner as for other food and beverages, and alcoholic beverages are a part of many New Zealanders



and Australians diets, it is possible that eMark labelling could be misconstrued as an endorsement, and therefore encourage consumption of alcohol. For this reason, initially at least, **The Foundation** will not be accepting applications for or registering alcoholic beverages with the eMark classification. This position will be maintained until **The Foundation** is satisfied that consumers in general are educated sufficiently to understand the eMark classification system in relation to alcoholic beverages, and/or Food & Nutrition or Dietary Guidelines in respect of alcoholic beverages are changed.






- 4.2 To become an **Authorised User**, the applicant must apply to **The Foundation** to use the **Trade Marks**, using the prescribed application form directly available from **The Foundation** or **The Foundation's** website.
- 4.3 The application must be accompanied by an application fee. The fee is non-refundable.
- 4.4 The application must include all the information requested in the prescribed application form. The information must include (but is not limited to):
  - 4.4.1 **The Nutritional Composition**, ingredient list, primary intended use, serving size, **Energy Density**, and the **Relative Glycaemic Impact (RGI)** of the food or beverage product in question; and
  - 4.4.2 Details of the **Approved Testing Procedures** carried out on the food or beverage product in question, date on which the testing was carried out, and the **Approved Testing Laboratory** used.
- 4.5. All applications will be acknowledged upon receipt.
- 4.6 All applications will be processed by **The Foundation**, or its accredited representative(s) or agent(s), to ensure consistency of procedure and to maintain the credibility of the **Trade Marks** and the eMark system.
- 4.7 Notwithstanding paragraph 4.4, **The Foundation** reserves the right to request any further information it thinks fit before considering an application, or at any time during the application process. All applications which **The Foundation**, in its sole discretion, considers are incomplete will be returned as soon as possible to the applicant. Amended applications may be returned to **The Foundation** for reconsideration
- 4.8 Based on the information provided by the applicant, and if all the requirements are fulfilled, the applicant will be invited to pay a registration fee. Once the registration fee is paid, authorisation will be granted by **The Foundation** for the applicant to use the **Trade Marks** for the subject food or beverage product with reference to a set serving size as determined by **The Foundation**, and with reference to the **Energy Density Level** and **Relative Glycaemic Impact (RGI)** of the food or beverage product in question, as below.

4.8.1 Serving sizes will be determined taking into account information supplied in the current versions of the following documents:

1. Nutrient Reference Values for Australia and New Zealand;
2. New Zealand Ministry of Health Food and Nutrition Guidelines;
3. National Health and Medical Research Council Dietary Guidelines for Australians;
4. The Concise New Zealand Food Composition tables;
5. NUTTAB Australian Food Composition Tables;
6. New Zealand Ministry of Health National Nutrition Surveys; and
7. Australian Bureau of Statistics National Nutrition Surveys.





The serving size cannot be greater than the maximum determined by The Foundation to be desirable for the subject food or beverage product.

**4.8.2 eMark allocation based on Energy Density Level**

Level 1 - Less than 5 kJ/g	
Level 2 - Greater than or equal to 5 kJ/g and less than 10 kJ/g	
Level 3 - Greater than or equal to 10 kJ/g and less than 15 kJ/g	
Level 4 - Greater than or equal to 15 kJ/g and less than 20 kJ/g	
Level 5 - Greater than or equal to 20 kJ/g	

**eMark colour allocation based on Relative Glycaemic Impact**

<i>RGI Category</i>	<i>Level</i>	<i>e Mark Colour</i>	<i>e Mark</i>
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Low	Less than or equal to 10 GGE/serve	Blue	
Medium	Greater than 10 and less than 20 GGE/serve	Green	
High	Greater than or equal to 20 GGE/serve	Yellow	
No RGI information		Grey	

There are three different levels that denote **Relative Glycaemic Impact (RGI)**, and each eMark will be coloured as shown to indicate which level the food or beverage in question fits into. The colour grey will be used for products where there is no *in vitro* test available for determining RGI, and therefore unless these foods or beverages are tested *in vivo*, they cannot be assigned a defined RGI level. Foods and beverages in the grey category are eligible for eMark classification, but are unable to be labelled on packaging with this classification.

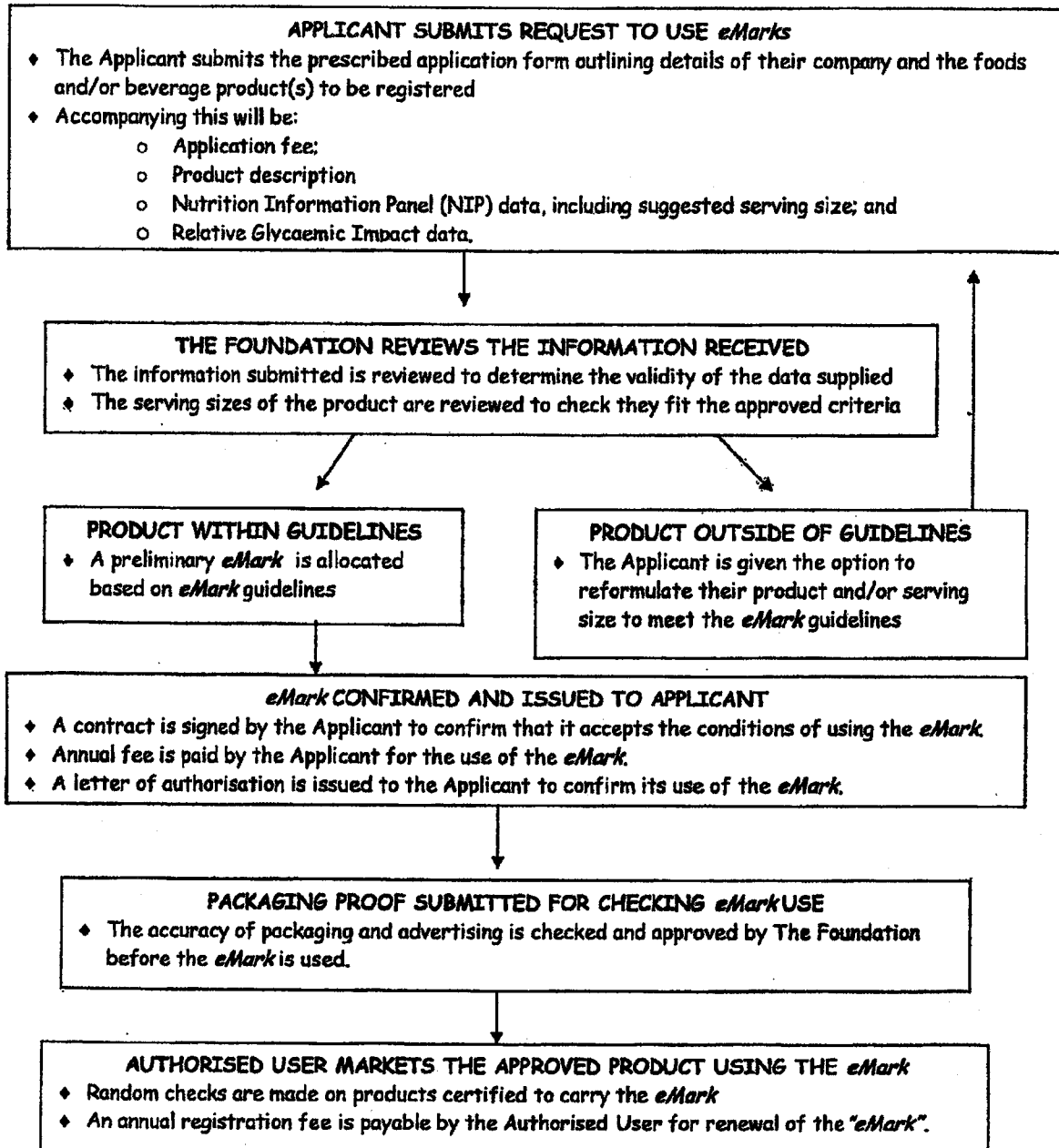
Subject to the approval of the Registrar, The Foundation reserves the right to update these ranges in light of new scientific evidence.

- 4.9 The Foundation will issue the Authorised User with a Certificate of Registration, which will state the term of approval, and any conditions regarding use of the Trade Marks which The Foundation, in its sole discretion, sees fit to impose. The Authorised User will have the right to use the Trade Marks for the duration of the term of approval.
- 4.10 In the event of an application being refused, The Foundation will provide the applicant with details of the ground(s) of refusal. Where possible, The Foundation may offer the applicant advice for correction of the inadequacy leading to the refusal. If the applicant corrects the inadequacy and resubmits the application, The Foundation may at its discretion reconsider the application.
- 4.11 Below is a flow diagram of the basic application process.

**PRE-ASSESSMENT**

A pre-assessment, including relevant fee, may apply depending on the complexity of the food (for example, mixed meals).





5. FEES

	Fee payable per product (excluding GST)
Pre-assessment (if applicable)	Up to \$200
Application	
- Whole Food	Up to \$500
- Complex Food	Up to \$1,000
Registration	
- Website Use Only	Up to \$1,000 per annum
- Website plus on-pack use, including promotional/advertising material	Up to \$2,000 per annum
Review of product information/related promotional/advertising material	Up to 2 hours per registered product per annum free. Up to \$200 per hour thereafter

Fees will be reviewed annually and adjusted in line with the consumer price index and/or inflation.

6. REGISTER

- 6.1 A register will be kept by The Foundation, which is available for public inspection at its registered office during normal business hours.
- 6.2 The register will contain the names, addresses, and trade description of all **Authorised Users**, and a description of the food and/or beverage product(s) in relation to which each **Authorised User** is authorised to use the **Trade Marks**, together with the date of registration of the **Authorised User**, and particulars of any withdrawals or suspension of the **Authorised User's** rights. In addition, the register may contain other information The **Foundation** may from time to time deem necessary to include on the register.
- 6.3 The **Foundation** may delegate to such persons, firms or companies or other incorporated bodies the right and duty of maintaining a register of **Authorised Users** under such terms and conditions as **The Foundation** may require.

7. CONDITIONS WITH WHICH AN AUTHORISED USER MUST COMPLY IN ORDER TO USE THE TRADE MARKS

- 7.1 An **Authorised User** will, for the duration of its registration, prove to the satisfaction of **The Foundation** that the food and/or beverage product satisfies **The Foundation's** requirements for registration. **The Foundation** reserves the right to request that an **Authorised User** resubmit the food or beverage product in question for retesting using the **Approved Testing Procedure**.

- 7.2 **An Authorised User must only use the Trade Marks in accordance with its Certificate of Registration and these Regulations.**
- 7.3 **The Authorised User acknowledges that its right to use the Trade Marks upon and subject to the following undertaking and conditions and that it will comply therewith in all respects:**
- 7.3.1 **The Authorised User accepts and acknowledges the circumstances of ownership and authority set out in paragraphs 3.1 to 3.3 above, and will not do or omit to do anything whereby the validity of the Trade Marks or their registration shall be affected in any way;**
- 7.3.2 **The Trade Marks are faithfully and accurately reproduced in their entirety and in the exact form as per the brand guidelines available from The Foundation, and in accordance with the requirements and specifications provided with the Certificate of Registration;**
- 7.3.3 **Where the Trade Marks are used in conjunction with any other symbol or design, the combined form must not detract from the Trade Marks' simplicity and effectiveness;**
- 7.3.4 **The Trade Marks must be used in conjunction with the words "certification mark" or an abbreviation of these words, in order to clearly identify that the Trade Marks are certification trade marks;**
- 7.3.5 **The Trade Marks may not be used in any context that implies quality assurance and/or the endorsement of The Foundation, and the Authorised User agrees to indemnify and hold The Foundation harmless from any claims arising out of the use of the Trade Marks by the Authorised User,**
- 7.3.6 **The Authorised User will only use the Trade Marks on labels, displays, outer packaging and advertising and, in accordance with the principles and criteria set out in paragraphs 7.3.2 to 7.3.5 above, or in such other manner as shall from time to time be directed or approved by The Foundation;**
- 7.3.7 **The Authorised User will submit samples of all labels, displays, outer packaging, advertising and any other materials which refer to and/or will bear the Trade Marks to The Foundation for approval prior to use and/or publication;**
- 7.3.8 **Upon request by The Foundation the Authorised User's auditor will provide a certificate that the food and/or beverage product to which the Trade Marks have been applied comply with The Foundation's criteria for registration;**
- 7.3.9 **The Authorised User will permit audits of the food and/or beverage product and will to a reasonable extent supply samples of advertising, display or labels to which the Trade Marks are**

applied, to The Foundation or to accredited representatives or agents of The Foundation; and

7.3.10 The Authorised User will apply annually for renewal of the Certificate of Registration and will submit the application on the prescribed form, together with the annual fee, prior to the expiry date.

## 8. OBLIGATIONS OF AUTHORISED USERS

8.1 An Authorised User must –

8.1.1 Comply fully with these Regulations;

8.1.2 Direct any queries regarding their intended use of the Trade Marks to The Foundation;

8.1.3. Immediately discontinue any use of the Trade Marks to which The Foundation reasonably objects;

8.1.4 Operate entirely within the scope of its Certificate of Registration. Subsidiary companies not listed on the Certificate of Registration are not certified to use the Trade Marks;

8.1.5 Maintain production and other records substantiating eMark requirements. Such records will be made open for inspection by any person authorised by The Foundation to inspect the same.

8.2 Authorised Users must submit an annual declaration of compliance with these Regulations along with detailed information of any changes.

8.3 The Foundation and/or its agents reserves the right to audit, with reasonable notice, goods, products, wraps, packaging, containers, stationery, publicity material and all other such items bearing or indicating the Trade Marks for the purpose of confirming compliance with these Regulations and the Certificate of Registration;

8.4 A food and/or beverage product that is to be modified in any way is required to be resubmitted to The Foundation for re-authorisation to use the Trade Marks no later than six weeks before any planned changes; and

8.5 The Foundation will undertake regular monitoring of public press and annual monitoring of supermarket shelves to prevent misuse of the Trade Marks. If a product is deemed to be using the Trade Marks inappropriately, The Foundation will contact the manufacturer to request appropriate changes, or the immediate removal of the eMark. If the manufacturer does not comply with The Foundation request(s), then legal action will be considered.

**9. RIGHT TO USE NOT ASSIGNABLE**

9.1 The **Authorised User** is not entitled to transfer or assign the right to use the **Trade Marks** granted pursuant to these **Regulations**.

**10. CANCELLATION OR SUSPENSION OF USE OF TRADE MARKS**

10.1 The right to use the **Trade Marks** continues until:

10.1.1 The period of the **Certificate of Registration** expires, prior to which time an application may be made by the **Authorised User** for renewal of the right to use the **Trade Marks**;

10.1.2 The food and/or beverage product so certified no longer meets **The Foundation's** criteria for certification, or for which approval has been withdrawn by Food Standards Australia New Zealand; or

10.1.3. The right to use the **Trade Marks** is cancelled under paragraph 10.2 below.

10.2 The right of an **Authorised User** to use the **Trade Marks** may be cancelled by **The Foundation** if the **Authorised User** fails to comply with any of the conditions set out in clause 7 hereof or otherwise commits a breach of these **Regulations**.

10.3 An **Authorised User** whose right to use the **Trade Marks** has been cancelled shall immediately cease to use the **Trade Marks**, and shall immediately withdraw and destroy any promotional materials, labels, packaging and the like which carry the **Trade Marks**.

10.4 Any user who no longer has the right to use the **Trade Mark** shall be removed from the register

**11. RIGHT OF APPEAL**

11.1 **The Foundation** will give an **Authorised User** written notice of its decision to withdraw or suspend the **Authorised User's** certification, and will provide together with such notice a copy of its appeal procedures.

11.2 An **Authorised User** has the right of appeal in the following situations:

a) Where **The Foundation** refuses to certify goods or to authorise the use of the **Trade Marks**;

b) Where **The Foundation** authorises use of the **Trade Marks** subject to certain conditions and the **Authorised User** wishes to appeal in relation to those conditions; or

c) Where **The Foundation** cancels (or proposes to cancel) the **Authorised User's** right to use the **Trade Marks** under clause 9.



11.3 Written notice of an appeal must be received by **The Foundation** within fourteen (14) days of the date of the written notice of suspension or withdrawal (or such longer period as **The Foundation** sees fit), and must set out the grounds upon which the appeal is based.

11.4 After receiving the **Authorised User's** notice of appeal, **The Foundation** must either:

a) Give notice to the **Authorised User** that it has reversed its decision;  
or

b) Refer the appeal to independent adjudication or arbitration in accordance with its appeal procedures, or alternatively at the request of the **Authorised User**, refer the appeal to the Registrar.

## 12. MISCELLANEOUS

12.1 The power to grant, review and withdraw the right to use the **Trade Marks** is vested in **The Foundation**.

12.2 Subject to the prior approval of the Registrar, **The Foundation** may from time to time alter these **Regulations** or adopt new regulations wholly or partly in lieu thereof.

## 13. NOTICES

13.1 Any notice or other communication given or sent to **The Foundation** or the **Authorised User** in pursuance of any of these **Regulations** will be deemed to have been duly given or sent if forwarded by prepaid letter, telex or facsimile to the last known address of the party concerned.