

# **RULES FOR THE USE OF THE CERTIFICATION TRADE MARK OF I LOVE AUSTRALIAN PRODUCTS**

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The Trade Mark shown above is the Australian Registered Trade Mark, which is the Trade Mark number 01712718

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## INTRODUCTION

The iLap Certification was developed in 2015 to find, enhance and promote the high quality of all purely Australian Products in accordance to a more selected specialised set of standards.

The Certification is intended to support quality, authenticity and restore confidence amongst the Australian owned, produced, grown and Made Goods and Services Industry. It also enhances industry efforts to educate consumers and to promote certain factors and levels of quality such as; Ethical, Non-Toxic, Organic, Natural; ingredients of Australian Goods and Services. It is intended to provide assurance to consumers and showcase certification and monitoring processes for producers in Australia to be proud of and promote to the world. Hence boosting the international profile of Goods and Services as well as sharing the high level of standards from Australia.

The iLap Certification is also designed to help in aiding with country of origin labelling issues.

We believe that at present, labelling in the marketplace is unclear, confusing and is misinterpreted by consumers as well as unhelpful to producers and we are therefore passionate to clarify and promote the achievement of the higher level of Australian origin Goods and Services and provide a Trademark Certification that will set it apart from other Australian Certifications in a very consumer, producer oriented and ultimately genuine way for all to benefit from.

The iLap Trade Mark aims to promote the development and sale of Products consistent with these purer standards and as a result achieve improvements in Public Health, Knowledge and Confidence in Australia's achievements. Providing a certification consisting of these higher percentages and standards will not only encourage local producers and manufacturers alike to use and source higher levels of Australian items to constitute their Goods and Services, but furthermore help increase their demand in Australia and also internationally.

Depending on the Goods or Services Category the iLap Certification sets criteria for particulars that are relevant to that category. These can include; Non Toxic, Natural, Cruelty Free, Sustainable, Fair Trade; and are to be used in accordance with current Australian Certification, standards and recognised levels which can be relied upon with confidence by producers, preparers, handlers, marketers and consumers. Furthermore ensuring consumer confidence and producer protection.

The iLap Certification should be read in conjunction with the current version of the National Standard for processes related to each Persons industry and type and subsequent amendments, and other relevant standards for factors such as those planning to export We are introducing certain factors such as offering Sublicences at no charge, particularly

to help Startup businesses, Sole traders, smaller boutique operations and Artisans that have limited outlay to begin with. We believe in supporting these businesses and helping them to get a head start.

We also offer a pro rata rebate to Licensee's if they choose to terminate before their term.

## 1) REGULATIONS

These are the Regulations governing the use of the i Love Trade Mark Certification Trade Mark of I Love Products of Australia (the "Company") in relation to the Classes 3, 4, 5, 21, 25, 29, 30, 31, 32 and 33 goods and class 35 services set forth in Appendix 1

## 2) DEFINITIONS

For the purposes of these Regulations, unless otherwise stated:

**"iLap"** - means the Certification Trade Mark (and is also the company name abbreviated)

**"Logo"** - means the iLap Certification Trade Mark logo

**"The Company"** means "I Love Australian Products" of PO BOX 59 BRIGHTON 3186 VIC Australia. Also the Licensor of the iLap Trade Mark

**"iLap Certification"** - means a license to use the iLap Certification Trade Mark, registered trade mark number 01712718

**"Licensee"** means someone who has been granted certification to use the iLap Trade Mark in accordance with the Company

**"Host Licensee"** - means a Licensee who has distributed Sublicences in accordance with the Company

**"Sublicensee"** - means a person whom has been granted certification to use the iLap Trade Mark as designated with the Licensee, but still in accordance with the Company

**"First Tier Sublicensee"** - Direct contract with the Licensee being first member in the supply chain. Has direct dealing with the Licensee and is either an independent business and/or business owned by the Licensee

**"Applicant"** – means a person applying to the Company for the grant of approval for the use of the Trade Mark

**"Person"** – means any individual, firm or body corporate including Licensees

**"Product"** - means a tangible item eligible to bear the Company's Certification Trade Mark

**"Goods"** - means items, products, consumables, commodity, works, a persons vocation, Artisans, art work, brand; eligible for the Company's Certification Trade Mark

**"Services"** - means services eligible to bear the Company's Certification Trade Mark eg. real estate agent, courier, wellness retreat, personal trainer, nutritionist

**"Certificate"** - means an Authentic official document stating compliance with industry regulations

**“Auditor”** - means an approved person; employed, engaged or an independent agent selected by the Company and specifically authorised to investigate that the iLap Certification Rules are being followed and the Licensee is using the Trade Mark in accordance with the Company

**“Expert”** - means the person appointed under Rule 18)1) in relation to a dispute

**“Good Repute”** - means the person is of good character and known to be honest, true and forthright, and who can provide an original certified copy of an Australian police check issued no more than three months prior to the date of lodging the application to satisfy consumer protection

### **3) BACKGROUND OF THE LOGO**

The Logo is a registered Trade Mark

The Logo itself represents; A person,

finding/sourcing/sharing/promoting/showcasing/providing; all that is Australian; on the move, and on the go forward; carrying on business, moving on up.

The “I Love” is perpetual, the emotion of joy, of continuing and never ending.

The elements collectively represent “I LOVE AUSTRALIAN PRODUCTS”

The Trade Mark can be used in conjunction with a list of other terms, distinctions and variations as set out by the Company for use by the Licensee near the Trade Mark eg. “PRODUCTS OF VICTORIA”.

### **4) ATTRIBUTES OF A PERSON TO GAIN A LICENCE TO USE THE CERTIFICATION LOGO**

1) The company will grant a licence to use the iLap Trade Mark on Australian Goods, or for Services, to Applicants who apply for such a licence in accordance with these rules and where:

- a) One ingredient (eg. Macadamia Nuts, Pure Orange Juice) Goods of Australian origin make up 100% of the total volume.
- b) Goods containing one or more ingredients (eg. Muesli, Soap) of Australian origin must make up at least 80% of the total volume
- c) Finished one part Goods (eg. Pottery, Glassware) of Australian origin make up 100% of the total volume.
- d) Goods containing one or more parts (eg. A Solid Red Gum Wooden Table, finished off with glue, screws and draws with metal handles) of Australian origin must make up at least 80% of the total volume.
- e) Services provided (eg. Real Estate Agent, Printing Company, Courier) must be 100% Australian owned, provided and housed in Australia

- f) A Vocation must be of an Australian citizen and their finished works and materials must constitute at least 80% Australian origin.
- g) The Goods and Services must follow and be in accordance with the Company's standards and adhere to the Company's criteria by comprising certain attributes such as: ethical, safe, non-toxic, non-harmful to humans and the environment, health promoting, healthy lifestyle related, sustainable, fair, fair trade, cruelty free as well as complying with all of the rules in this Certification. Where applicable all relevant and official Certificates, Awards, Classifications and Test results or other forms of proof relevant to each industry and national standard for the particulars claimed must be provided.
  - a) For Australian Products; the ownership of a company or parent company providing the Product does not need to be of Australian origin. However must be operating in Australia and their Products are of Australian origin and adhere to the Company's criteria and are in accordance with the Company.
  - b) Persons are of good repute.

## 2) BREAKDOWN OF REQUIREMENTS:

- **CORE INGREDIENTS** (excludes packaging)  
One ingredient Goods must be a minimum of 100%  
Mixed ingredient Goods must equal a total of 80%
- **CORE PRODUCT** (excludes packaging)  
For solid Goods items, eg. metals, woods  
One part / piece 100%  
Multiple parts / pieces 80%
- **CORE SERVICE**  
For a Service, eg. A company providing a Service  
A 100% Australian owned company doing or providing a Service in Australia
- **CORE VOCATION / OCCUPATION / ORIGIN**  
For Art Works, Artists, Artisans, Designers, Authors or Talent  
Australian Citizen  
Art/Products/Materials 80%
- **PREMIUM LEVEL "100%" AUSTRALIAN**  
ALL OF THE ABOVE but at 100% status (includes all aspects) of eg. packaging, printing, ownership, brand, ingredients, vocation, origin

3) Usage of other distinctions available and rules for using the add-ons, variations in conjunction near the Logo for eg. Sustainable, Cruelty Free:

- a) a person must provide proof (where appropriate) such as relevant documents/certifications and be in accordance with the most current related

- Australian Standard or recognised Australian body for that process/level of performance/good/ideal/certification; and
- b) sign a statutory declaration that these documents are true and correct;
  - c) and must be following those guidelines and rules; and
  - d) each claim must also be relevant to the Person's service provided, their core product and their company; and relevant to their service provided.

## **5) LICENSEE'S INDEMNITY**

The Licensee indemnifies the Company against all liabilities which the Company may incur, suffer or sustain as a direct or indirect result of the Licensee's supply of licensed Goods and/or Services or the use of the iLap Trade Mark by the Licensee on or after the licence approval date.

## **6) APPLICATION AND PROCEDURES FOR OBTAINING PERMISSION TO USE THE TRADE MARK**

1) iLap Certification applications are available from the Company and its agents, and from the website. The Applicant is required to provide a written letter detailing their proposed activities and planned use of the iLap Trade Mark and;

- a) sign a Statutory Declaration to state that what is claimed about the Goods or Services is true and correct, meet the compliance criteria and that their use of the iLap Trade Mark will be in strict accordance with the rules and conditions and to permit audit activity by the Company and it's audit representatives to ensure that Goods and/or Services bearing the Logo meet the compliance requirements.
- b) Applications are assessed by and subject to the approval of the Company. Failure to provide such information and where an applicant does not agree to abide by the iLap Certification including the rules and conditions, or does not complete the associated statutory declaration, will result in the application being rejected.

2) The iLap Certification application incorporates a Goods and/or Services list. The Goods and/or Services list is a list of those Goods and/or Services the Applicant wishes to promote with the iLap Trade Mark which meet the rules and conditions of the Certification, as well as all underlying statutory obligations. Upon acceptance of an application, the Company retains the Goods and/or Services list on file. The iLap Trade Mark, can be used by Licensees only in association with Goods and/or Services identified on the Goods and/or Services list.

3) If a Licensee, for whatever reason, wishes to amend the Goods and/or Services list, they must apply to the Company; and

- a) must notify the Company to remove a Good or Service from the Goods and Services list as soon as they cease promoting/utilizing the iLap Trade Mark in association with that Good and/or Service.
- b) A Licensee may apply to the Company to include a new Good or Service on their Goods and Services list. The application will be approved where the applicant can satisfy the Company that the new Good or Service is in accordance with the Company and abides by the iLap Certification rules.

4) The Company is not responsible whatsoever for the authenticity made by the Licensee regarding its Goods and/or Services.

5) If challenged by the public, authorities, or the Company; the Applicant will be liable and will bear all expenses to prove their claim. The Licensee will be liable for any expenses incurred by the Company in these circumstances. Any loss or damage incurred by the Company will be reimbursed by the Licensee.

## **7) GRANT OF A LICENCE TO USE THE TRADE MARK**

1) The Company will grant an iLap Certification to Applicants who make an application for such a licence in accordance with these rules, provided:

- a) the Applicant has paid the necessary fees
- b) received a copy of the rules and conditions relating to the use of the Logo and agreed to abide by the rules and conditions; and
- c) the proposed Goods and/or Services of the Applicant meet the guidelines for iLap Certification Approval;
- d) the Applicant is an eligible organisation as outlined in clause 4) of these rules, Person of Good Repute;
- e) the Applicant demonstrates that it will comply with the requirements of these rules, the iLap Trade Mark marketing, brand guidelines and any other Company Policies which the Company deems relevant;
- f) the Applicant has signed a statutory declaration in relation to the compliance of the goods identified in the Goods and/or Services list incorporated in the licence application with these rules and conditions including details of the listed Goods and/or Services and how they meet the compliance criteria listed in clause 4) and;
- g) where applicable the Applicant has provided all their relevant official Certificates and compliance documents related and according to their current industry standards, Australian Standards and particulars that they wish to claim about their products to the Company;
- h) the Company is satisfied that both the use of the Trade Mark on the proposed Goods and/or Services and the supply or promotion of the proposed Goods and/or Services list will not mislead the public or offend the



provisions of the *Competition and Consumer Act 2010* or the guidelines on misleading conduct set out by the Australian Competition and Consumer Commission from time to time;

- i) The Company is satisfied that the use of the Logo in association with the Persons, Goods or Services will not:  
in the Company's opinion, be likely to bring the iLap Trade Mark, the Company, the purpose of the iLap Certification into disrepute.

2) The Company's approval of a licence application will be evidenced by issuing a Certificate that is valid for the period specified on the Certificate. Each Licensee will also receive their own unique iLap Certification number.

3) A licence will normally be granted for periods of twelve (12) months, but a licence for another period may be granted when, in the opinion of the Company, the circumstances are appropriate. In such circumstances, the licence fee for use of the Trade Mark will be calculated in accordance with the Company's policy on fees.

4) The iLap branding pack including all artwork, Logos, promotional material and the official Certificate, remains the property of the Company and must be returned within 14 days to it on request or on termination of the licence.

5) Persons who do not have a current licence are not permitted to use the iLap Trade Mark.

## **8) CANCELLATION OF APPROVAL**

If any Applicant, Licensee, or the Licensee's manufacturers commit any breach of these regulations, the procedure or the requirements, the Company may revoke or suspend the Licensee's authorisation to use the iLap Certification Trade Mark.

- 1) The licence to use the iLap Trade Mark will be cancelled if an approved user:
  - a) Breaches these rules.
  - b) Uses the Trade Mark in an unauthorised or improper manner.
  - c) Loses accreditation by the Company. (see clause 4)
  - d) If the Licensee distributes a sublicense, however alterations are made to the initial approved Goods or Services, the Licensee will be held accountable for breaching the agreement with the Company and their licence will be cancelled.
  - e) If the Sublicensee's company and its operation, volume, capacity becomes larger than its Host Licensee. (see clause 14)
  - f) The Licensee fails to use the iLap Certification Trade Mark on the certified goods for a period of twelve (12) consecutive months.

- g) The Licensee is subject to any voluntary or involuntary petition for bankruptcy.
- h) The Licensee is subject to voluntary or involuntary liquidation.
- i) The Licensee has made any arrangement or compromise with creditors.
- j) A receiver has been appointed for or in relation to the business of the Licensee.

The Company shall notify the Licensee of such decisions in writing.

2) If the Goods or Services of a Licensee are found to be, or proven:

- a) Unhealthy according to the Australian institute of health and welfare or the current national Health regulator, toxic according to Australian National standards; or not in accordance with the Company's and the iLap Certifications criteria and purpose; or
- b) No longer in accordance with current Australian Standards, practises, certifications, or their Certificates have expired, in their field their licence will be cancelled or suspended until a solution is found in agreement with the Company.

3) The Licensee must act in accordance with most current statutory obligations, rules and regulations depending on their industry and qualifications claimed. For eg. Agree to Abide by the rules set out by "Not Tested on Animals Certification Trade Mark" in Australia. iLap will not grant a licence to a Person and shall automatically cancel a licence if found to be engaging in this practise or any other practise that is not in accordance with the Company and the purpose of the iLap Certification.

4) Responsibility of the Host Licensees and the Sublicensee:

- a) The Licensee shall not charge their own extra fee to a Sublicensee for the use of the iLap Trade Mark. This practise will automatically result in the cancellation of their licence.
- b) The Sublicensee shall deal directly with their Host Licensee and does not have the right to reissue their sublicense to any other Person. This practise will automatically result in the suspension of the Host Licensee's licence for further investigation. The Host Licensee and Sublicensee must cease using The iLap Trade Mark during the investigation period.

5) At the end of each twelve (12) month period, the Licensee has the option to renew or cancel membership.

6) Where there is a change to a production process or altering the source of parts or ingredients or services so that a Good and/or Service listed on a Licensee's Goods and/or Services list no longer meets the compliance criteria, the Licensee must advise the Company immediately and cease using the Logo in relation to that Good or Service.

They can choose to re submit a new classification for that Good or Service if it is still in accordance with the Company and the iLap Certification rules.

7) The Company ensures that these high standards are maintained by subjecting Goods and/or Services claimed to random audits. The Company reserves the right to demand Product samples for testing if it deems necessary at any time etc. Refusing to do so will result in immediate licence cancellation.

8) The Company may by notice to the approved user cancel the approval at any time.

9) The Licensee shall indemnify the Company and its licensed affiliates against any financial losses that the Company and its licensed affiliates may incur as a result of the Licensee's failure to comply with the regulations, the requirements and/or the iLap Certification rules.

## **9) ACTION BY A LICENSEE ON EXPIRY OR TERMINATION OF A LICENCE**

1) Upon expiry, termination or surrender of a licence, the Licensee:

- a) Agrees to immediately stop using the Trade Mark in its promotions; not sell, or expose for sale, any goods bearing the Trade Mark except with the consent of the Company or where a satisfactory agreement has been reached between both parties; and
- b) As the Company directs, must:
  - destroy; or
  - deliver up; or
- c) Otherwise deal with;
- d) All promotions bearing the Trade Mark, or
- e) Modify all promotions so as to completely obscure the Trade Mark.

2) There is no refund of any fee for a licence suspension or cancellation incurred from a breach of these rules.

3) If the Licensee wishes to terminate their licence and is the Host Licensee of Sublicensee's, the Sublicensee/s must cease using the iLap Trademark, or apply to take up the position as a direct Licensee.

## 10) USE OF THE TRADE MARK BY THE LICENSEE

- 1) A Licensee must obtain prior written approval from the Company for all proposed labels, packaging, advertising or other literature intended to bear the Trade Mark.
- 2) The Logo may be used only on Goods and Services which satisfy the Certification requirements; and
  - a) All bearing the Trade Mark shall identify the Licensees' name and address.
  - b) A Licensee may distribute adhesive labels at their own expense, bearing the Trade Mark for affixing on Goods by retailers and by Sublicensees for display purposes in the manner specified by the Company.
  - c) The Logo must only be displayed in direct association with those particular Goods and/or Services across all their forms of promotion and advertising.
  - d) A Licensee must allow an approved Auditor to enter the Licensees' premises during regular business hours to inspect all goods bearing the Trade Mark, obtain samples of them and inspect the Licensees' records to verify that these rules are being complied with and in accordance with the Company.
- 3) Each Licensee can use the iLap Trade Mark as is, or along with their choice of one version of the distinctive add-ons, variations available in the marketing pack from the Company for use in conjunction near the iLap Trade Mark and in accordance with the *Trade Marks Act 1995*.
- 4) Subsequent add-ons, variations of wording in relation to more than the one same kind or different type of Goods or for Services are available and can be applied for.
- 5) Each Licensees iLap Logo displays their unique Certification number near the Logo and must not be obscured. Any obscuring will result in immediate cancellation.
- 6) The Certification does not take precedence over statutory requirements. It is the responsibility of Licensees to ensure that their usage of the Logo does not contravene any statutory requirements.
- 7) The official iLap Logo brand guideline available to each Licensee must be strictly adhered to. The design of the iLap Logo cannot be altered or modified under any circumstance. This means that Licensees cannot make alterations to the Logos individual elements or it's graphic proportions whatsoever. However, the Logo can be scaled up or down proportionately to meet Licensee requirements and any colour combination can be applied to the elements of the design in accordance with the rules in the Company's guideline.
- 8) The extent of underlying statutory requirements may depend on the corporate structure of the Licensee organisation, the State or Territory of operation of the Licensee's business

or the existence of statutory requirements that apply to firms in specific industry sectors. Licensees should seek their own legal advice to determine that their usage of the iLap Logo and any representations used with the Logo complies with these underlying statutory obligations.

9) Licensees may only use the Logo in association with Goods and/or Services identified on the licensee's Goods and/or Services list, as agreed. These Goods and/or Services must meet the compliance criteria contained in (Clause 4)

10) There are many different groups of distinctions available, each group having its own compliance criteria, which are detailed in the Company's Marketing Pack.

Examples of these types of distinctions are:

- A) "Products of Victoria" and each other state of Australia as well as their abbreviations
- B) Qualifications such as "Sustainable"
- C) Standards / Certifications such as "Cruelty Free"
- D) Percentage rate display such as "100%"
- E) Option to display compliance of Licensees own industry code

#### BREAKDOWN OF DISTINCTIONS CRITERIA

A) Means the majority of the components constitute the Goods from that area and where relating to;

Services: the Licensee has the choice to display either;

- a) Location where the company was founded; or
- b) Head office if operating in more than one area; or
- c) Location where the majority of service is undertaken

B),C) Must be in accordance with the most current national certification rules for that qualification; and official Certificates, Test results, Awards according to industry must be provided with the application in order to gain usage rights.

D) Must be the exact percentage of ingredient / part / origin that the Licensee has stated on their Application in regards to their Goods and/or Services list and in accordance with the Goods and/or Services bearing the iLap Trade Mark.

E) Must be in accordance with the most current relevant national compliance code for that industry.

11) The Company is not responsible whatsoever for the authenticity made by the Licensee regarding its claims of any added form near the Logo.

12) The use of the iLap Trade Mark will be governed by these rules, the licence agreement and the website policy.

## **11) PROPERTY IN THE TRADE MARK**

The Trade Mark is the absolute property of the Company and must not be used in Australia or internationally by any person whatsoever except with the authority of the Company. licence to use the Logo does not give any entitlement to be an owner, part owner, shareholder or stakeholder of the Company or the iLap Trade Mark and by becoming a Licensee; acquire any rights, interests or other entitlements with respect to the ownership, management administration or control of the Logo.

## **12) USE OF THE TRADE MARK BY THE COMPANY**

The Company may use the Trade Mark for any administrative, educational, advertising and promotional purposes.

## **13) REPUTATION OF THE TRADE MARK**

1) The Company is concerned to ensure that the reputation and integrity of the iLap Trade Mark is maintained and therefore:

- a) Licensees must respect the aims and objectives of the Company and must not:
- b) Act in a manner that is likely to adversely affect the interests of the Company or the iLap Trade Mark or may bring the iLap Trade Mark, the Company, existing iLap Licensee's into disrepute; or
- c) engage in any passing off, misleading or deceptive conduct in relation to the iLap Trade Mark or the Company.

2) The Company obtains the right to refuse any organisations that manufacture Goods or provide Services that the Company sees as inappropriate and not in line with the Company's ethics; the Company has the right to refuse at its own discretion.

3) Organisations that manufacture or provide unhealthy; according to the Australian National Institute of Health and Welfare or the current national Health regulator, toxic according to Australian National standards; Goods or Services, are not eligible to be licensed to use the iLap Trade Mark.

4) Goods and/or Services that are not compatible with the principles of the Company and the iLap Trade Mark and are not permitted under current Australian standards /

certifications where they were claimed to be, but in fact are misleading and are proven to be, for example: toxic, unsafe, not sustainable and where their Goods or Services will adversely affect the reputation of other iLap Licensee holders will not be approved.

## 14) SUBLICENSING

1) The Company may in its discretion permit sublicensing of the iLap Trade Mark where, in the opinion of the Company:

- a) It is expedient to do so;
- b) The sublicense, will not, or is not likely to be, detrimental to the existence, reputation, or standing of the Company, the iLap Trade Mark.
- c) The sublicense is in accordance and is within any sublicensing guidelines of the Company.

2) The Company may require a Sublicensee:

- a) To provide to the Company the results of an analysis for its approved Goods and/or Services to verify compliance with the guidelines for iLap Trade Mark Certification approval; and
- b) To demonstrate that it will comply with the requirements of these rules, the iLap Trade Mark marketing guidelines and any other company policies which the Company deems relevant to the Sublicensee;
- c) To satisfy the Company that both the use of the iLap Trade Mark on the approved Goods or for Services and the supply or promotion of the approved Goods or for Services will not mislead the public or offend the provisions of the *Competition and Consumer Act 2010* or the guidelines on misleading conduct as outlined by the Australian Competition and Consumer Commission from time to time;

3) Before permitting the iLap Trade Mark to be used by a Sublicensee in relation to an approved Product:

- a) Sublicensees must, to the fullest extent possible, comply with the rules as if they were a Licensee and the sublicense was a licence.

4) The Company permits Licensees to sublicense any amount of First Tier Sublicensees for no additional cost.

5) All Sublicensee's must not exceed in size, volume, capacity or output of the Host Licensee to remain a Sublicensee and;

- a) If a Sublicensee becomes larger than their Host Licensee they must convert to become a direct Licensee or their licence will be revoked and;
- b) If a Licensee becomes smaller than its Sublicensee/s; the Sublicensee must convert to become a direct Licensee or their licence will be revoked.
- c) Changes in Size will be based on Workforce; and assessed by amount of

employees over the previous 12 months. This includes in-house and outsourced Subcontractors, Casuals and Part-time employees in addition to Full-time employees.

- 6) The core Goods or Services that come from the Host Licensee are the only Goods and Services that a Sublicensee may display the iLap Trade Mark on; and
- a) They must be from the original source and completely identical, unaltered or added to (the act of adding to the original source with the same ingredient/item, however; sourced from another supplier is not permissible).
  - b) This excludes packaging, branding and marketing.
- 7) The Sublicensee must utilise the Goods or Services in their original state, unaltered and must display:
- a) All relevant certification numbers where applicable and in accordance with the relevant current national standards for the recognised certification bodies of those Goods or Services.
  - b) Use the iLap Trade Mark in conjunction with the same version of the iLap Trade Marks add-on or variation near the Trade Mark as chosen by their Licensee where applicable; and
  - c) Displaying the Host name or the name of original source, geographic location in accordance and up to the discretion of the Licensee; or
  - d) If agreed and in accordance with the Company the Sublicensee may apply for a different variation; and
  - e) If a Sublicensee would like to use another version of the Company's iLap Trademark add-on, variation to the original chosen by the Licensee (where applicable) they may request to do so in agreement with the Licensee and in accordance with the Company.
- 8) The Licensee is not permitted to charge any fees whatsoever, for use of the iLap Trade Mark to the Sublicensee.
- 9) Each Sublicensee must acquire the iLap Trade Mark directly from the Company and not through their Host Licensee and will also receive their own unique iLap Certification number displayed near the iLap Trade Mark which shall not be obscured.
- 10) The Licensee shall be responsible for compliance of Sublicensees and preventing Sublicensees from sublicensing themselves.

## **15) AMENDMENT OF THE RULES**

1) Subject to the Trade Marks Act 1995 (Cth), the Company may vary these Rules at any time and at its absolute discretion. the Company will give written notice to all Licensee's



and Applicants of any variation of the rules and the date from which the variation will have effect. Licensee's must notify their Sublicensees accordingly.

2) The Company will provide each Licensee with notice of any new or altered rules. That will become effective from then on.

3) It is the responsibility of the Licensee to take note of and action amendments to this Certification which may occur from time to time, which shall take the form of notification in writing or email to all Licensees. Such amendments will supersede existing respective clauses outlined in this Certification, with time frames for implementation outlined by the Company, and may occur where there are changes to regulatory requirements, technologies or techniques. This is a living Certification; hence the onus is on the operator to ensure that their practices at all times comply with the latest requirements outlined. The Company reserve the right to amend this Certification at any time in order to remain compliant with such requirements, whilst also being required to regulate to specific markets which the Licensee may wish to have access - which may entail requirements above or different from the exact details of this Certification.

## **16) INSPECTION OF RULES AND REGISTER OF AUTHORISED USERS**

1) The Company will keep at its principal office a copy of these rules, and that copy will be open for inspection by the public by appointment.

2) The Company will establish and maintain a register containing details of all Licensees. Details of Licensees will be available for inspection by the public by appointment.

3) All Licensees shall notify the Company within 14 days of any change to the details relating to that Licensee contained on the Licensee register.

## **17) RECORD OF CLIENTS**

The Company's Directories contain records of Licensee's including each Licensee's name, address, trade description and approval date and Goods and/or Services eligible to use the Certification Trade Mark. Evidence of a company no longer being authorised to use the Certification Trade Mark is by its non-inclusion in the Directories or failure to appear on the Company's web site. The Directories are available online. The Company's website [www.iLap.net.au](http://www.iLap.net.au) also provides free and quick access to the Directories.

## 18) DISPUTE RESOLUTION

1) If a dispute arises from a refusal by The Company to certify an Applicant's Products or allow an Applicant to use the Logo, or in relation to any other matter relating to the Logo (including any amendment to the Rules), the following process shall apply:

- a) As soon as practicable after the dispute arises, a party to the dispute must give to the other party to the dispute, a notice specifying the details of the dispute and requiring its resolution under this Clause 18) (Dispute Notice).
- b) The principal executive officers of each party must confer within 7 days of the date of the Dispute Notice to attempt to resolve the dispute.
- c) If the dispute is not resolved within 28 days of the date of the Dispute Notice (First Period), the dispute will be submitted to determination by an expert (Hearing). The Hearing must be conducted in Victoria. The provisions of the Expert Determination Rules as published by the Institute of Arbitrators and Mediators Australia (see [www.iama.org.au](http://www.iama.org.au)) shall apply to the determination of the dispute, except to the extent of any inconsistency between those rules and these rules, in which case these rules shall prevail.
- d) If the parties have not agreed upon the Expert and the Expert's remuneration within 7 days after the First Period;
  - A) the Expert will be appointed by the President of the Law Institute of Victoria (President) or the President's nominee acting on the request of any party to the dispute; and
  - B) the remuneration of the Expert is the amount or rate determined by the President

2) After considering such evidence as the parties may submit, including any evidence requested by the Expert, and after each party has had an opportunity to be heard, the Expert shall decide the matter.

3) The parties must pay the Expert's remuneration in equal shares. Each party must pay its own costs of the Hearing.

4) Nothing in these rules prevents any party from obtaining any injunctive, declaratory or other interlocutory relief from a court which may be urgently required.

# APPENDIX 1 - TYPES OF GOODS TO BE CERTIFIED BY THE CERTIFICATION TRADE MARK

## Class 3:

Abrasive materials (other than for dental purposes); After sun products (not medicated); Aftershave preparations; Air fresheners (fragrant preparations); Aromatic oil; Beauty products; Cleaning products for the skin; Cosmetics; Dental care preparations (Non-medicated); Essential oils; Fragrances; Hair products; Household cleaning products; Incense; Perfumes; Polishes; Personal deodorants; Shampoos; Skin care products (cosmetic); Soaps; Sun block; Sunscreens; Toilet products; Toothpastes; Washing products for use on the person; Whiting; After-shave lotions; Animal care products (other than for veterinary use); Automotive care products (cleaning and polishing); Baby lotions; Base cream; Bath products, not medicated; Bleach for use in cleaning; Body deodorants; Body lotions (other than for medical purposes); Carpet cleaning preparations; Cleansing facial masks; Cleansers for the face; Cleansing lotions; Cleansing products for the eyes; Cleansing products for the eyelashes; Cleansing products for the eyebrows; Cleansing products for removing make-up; Colouring lotions for the hair; Cosmetic preparations; Cosmetics for animals; Denture cleaners; Deodorants for pets; Deodorants for the body; Exfoliants; Fabric conditioners; Face paint; Foams for the bath; Food flavourings (essential oils); Gloves impregnated with cosmetic moisturising cream; Glitter for cosmetic purposes; Impregnated cloths for cosmetic use; Impregnated paper for removing make-up; Impregnated tissues for toilet purposes (non-medicated); Insect removing substances; Laundry washing preparations; Leather care products; Liquid preparations (non-medicated) for cleaning the hands; Massage oils, not medicated; Mouth (breath) fresheners, not for medical use; Mouth rinses, not for medical use; Mouth sprays, not for medical use; Nappy cream (non-medicated); Nail polish; Natural oils for cleaning purposes; Natural oils for cosmetic purposes; Natural oils for perfumes; Natural starches for laundry purposes; Non-medicated baby care products; Non-medicated cosmetics; Non-medicated oils; Oils for babies; Perfumery products; Periocular products; Pre-shave preparations; Preparations for removing cosmetics; Preparations for shaving; Products for cleaning; Roll-on deodorants (toilettries); Salts for bath use; Scents; Shoe cleaners (preparations); Stain removers; Talcum powder; Tea-tree oil; Tissues impregnated with non-medicated preparations for personal use; Towels (paper) impregnated with cleaning preparations; Vegetable based oils for use on the skin; Wipes incorporating cleaning preparations

## Class 4:

Beeswax; Candles; Fragranced candles; Illuminants; Lanolin; Lamp wicks; Nightlights (candles); Non-chemical additives for coolants; Perfumed candles; Spray-on lubricants; Tapers; Wax (raw material); Wicks; Briquettes; Candle assemblies; Castor oil for industrial purposes; Combustible products; Concrete sealing agents (oils); Greases; Lubricants; Natural gas; Paper spills for lighting

## Class 5:

Adhesive dressings; Adhesive strips for medical purposes; After sun products (medicated); Air deodorants; Algaecides; Anaesthetics; Aloe vera preparations for pharmaceutical purposes; Animal care products for veterinary use; Animal flea collars; Animal washes; Antacids; Anti-allergy preparations; Anti-bacterial pharmaceutical preparations; Anti-cancer drugs; Anti-depressants; Anti-fungal agents; Anti-inflammatory preparations; Anti-nauseants; Anti-oxidants; Antibiotics; Antibodies; Antidotes; Antiparasitic products; Antiseptics; Aromatic teas (for medicinal use); Articles for feminine hygiene; Baby food; Babies' creams (medicated); Babies' bandages; Bactericides; Bandages for dressings; Beverages for infants; Body care products (medicated); Carpet deodorisers; Capsules of herbs for medical use; Cattle washes; Charcoal for pharmaceutical purposes; Cod liver oil; Compresses; Cotton for medical purposes; Cough mixtures; Dental wax; Air deodorisers; Deodorisers, other than for personal use; Diapers; Dietary fiber; Dietary supplements; Digestants; Disinfectants; Diuretics; Drugs; Eardrops; Eye drops; Febrifuges; Fish oil for medical purposes; Flaxseed for pharmaceutical purposes; Flour for pharmaceutical purposes; Fungicides; Ginseng; Glucose dietary supplements; Gluten for medical use; Herbal medicine; Herbicides; Homeopathic medicines;

Incontinence wear; Inhalants; Insect repellents; Laxatives; Linseed dietary supplements; Medicaments; Medicated plasters; Medicinal herbal preparations; Medicine; Menstruation wear; Mineral food supplements; Moisturisers (pharmaceuticals); Multivitamins; Nasal washes; Nutritional supplements; Pain relieving creams; Premenstrual tension treatment products; Skincare preparations (pharmaceutical); Sleeping pills; Slimming pills; Sprays (preparations) for the body (for medical use); Sun block for medical use; Sunburn ointments; Tissues impregnated with pharmaceutical lotions; Vitamins; Yeast for pharmaceutical purposes; Vitamin drinks; Throat sprays (medicated); Supplements (trace element) for foodstuffs for human consumption; Salts for medical purposes; Repellents for animals; Protective ointments; Pollen extracts; Perfumed body lotions for medical use; Oils for use in medicine; Mouthwash preparations (medical) for oral hygiene purposes

### **Class 21:**

Articles for cleaning purposes; Basins (bowls); Bottles; Bowls (basins); Boxes for domestic use; Brushes; Buckets; China ware; Cleaning cloths; Containers for beverages; Containers for food; Cookware; Coolers (non-electric containers); Crockery; Cups; Dental appliances for personal use (electric and non-electric); Dishes; Earthenware; Glassware; Hand-operated apparatus for household use; Kitchenware; Mops; Mugs; Ornamental ware for household use; Ovenware; Perfume atomisers; Plant holders; Polishing materials (for making shiny) (except preparations, paper and stone); Pots; Stoneware; Vases; Aromatherapy burners (non-electric); Bread baskets (domestic); Bread boards; Candelabra (candlesticks); Candle holders; Candle snuffers; Candlesticks; Cheese boards; Chopping boards for domestic use; Coat racks (for drying); Containers for cosmetics; Containers for soap; Cool bags; Covers for dishes; Decorative chinaware; Decorative earthenware; Decorative glassware; Decorative plates; Dispensers for cleaning materials; Disposable cloths for cleaning; Disposable drinking vessels in paper; Disposable table plates; Disposable tableware made of plastics (other than cutlery); Drink coasters (other than of paper or table linen); Drinking vessels; Drying racks for laundry; Electric toothbrushes; Figurines (statuettes) of porcelain, ceramic, earthenware or glass; Hanging flower pots; Holders for soap; Household gloves; Ironing board covers (shaped); Irrigating devices for agricultural use (other than machines or automatic); Jugs; Laundry baskets; Litter boxes (trays) for pets; Non-electric cleaning utensils; Non-electric grinders; Picnic ware; Refuse bins; Scourers; Scent sprays (atomizers); Salt shakers; Shaving dishes; Smoke absorbers for household purposes; Soap boxes; Soap containers; Soap dishes; Soap dispensers; Soap holders; Spray bottles (vaporizers) for toilet preparations; Spray guns for watering hoses; Sprinklers; Tableware holders; Tissues for cleaning purposes; Toilet utensils; Toothbrushes; Toothpicks; Troughs for livestock; Unworked glass; Vacuum jars; Wash bags; Water bottles (containers); Watering devices; Wine buckets; Wine glasses; Wire wool; Wiping materials; Washtubs

### **Class 25:**

Apparel (clothing, footwear, headgear); Athletic clothing; Ballet clothing; Athletics wear; Bathing costumes; Beach clothing; Blouses; Body dresses; Boots; Bras; Bridal wear; Briefs; Cashmere clothing; Casualwear; Chefs' clothing; Children's clothing; Clothes; Combinations (clothing); Costumes for people; Dancewear; Denim wear; Dresses; Exercise wear; Fishing jackets; Football jerseys; Footwear; Golf clothing (other than gloves); Gymwear; Headwear; Hosiery; Inner soles; Jackets (clothing); Knickers; Ladies wear; Leather garments; Lingerie; Maternity wear; Menswear; Millinery; Motorists' clothing; Mountaineering boots; Nightwear; Occupational clothing (other than for protection against accident or injury); Oilskins (clothing); Outerclotting; Pajamas; Panties; Pantihose; Petticoats; Polo shirts; Rainwear; Ready-made clothing; Riding boots; Riding jackets; Robes; Rugby shirts; Running shoes; Salopettes; Sandals; Sarongs; Scarves; School uniforms; Sheepskin coats; Shirts; Shoes; Shorts; Shower caps; Singlets; Ski wear; Skirts; Sleepwear; Slippers; Sneakers; Snowsuits; Socks; Sports footwear; Sportswear; Stockings; Suits; Sun hats; Surf shorts; Suspenders; Sweat bands; Sweaters; Swimwear; T-shirts; Tank tops; Tennis clothing; Thongs (footwear); Tights; Tracksuits; Trousers; Turtlenecks; Tuxedos; Uniforms; Wetsuits for surfing; Wedding gowns; Wristbands (clothing); Waterproof clothing; Waterproof babies' pants

### **Class 29:**

Aerated drinks (predominantly of milk); Aerosol cream (edible); Aloe vera prepared for human consumption; Animal protein; Bacon; Baked beans; Bean curd; Beef products; Berry products in freeze dried form; Beverages with a milk base; Broth; Butter; Canned fruits; Canned meat; Canned soups; Canned vegetables; Cheese products; Chilli; Coconut oil; Cream products; Dried fruit products; Dried milk products; Edible fats; Edible nuts; Edible oils; Egg products; Extra-virgin olive oil; Fats; Fish products; Flaxseed oil for culinary purposes; Fresh fish (not live); Ham products; Jams; Lamb products; Milk; Nut oils; Pickles; Potato products; Poultry products; Preserved vegetables; Prepared vegetables; Salads; Seafood (not live); Seafood products; Soups; Soya bean milk in liquid and solid form; Yoghurt; Anchovies; Apple puree; Artichoke hearts; Blends of edible oils and fats; Broccoli; Canned fish; Canned beans; Carob drinks; Carrots; Chick peas; Chicken products; Clams, not live; Coated peanuts; Coconut flakes; Condensed milk; Conserves; Cooked fruits; Cooked meat; Cooked vegetables; Cooking fats; Cooking oils; Dates; Dried vegetables; Edible seeds; Figs; Fish (not live); Food preserves; Flowers and leaves, being dried, cooked or preserved foodstuffs; Flowers or leaves for use as tea substitutes; Food products made from seaweeds; Fruit chips; Fruit compote; Fruit concentrates; Fruit fillings; Fruit spread; Garlic (preserved); Ground nuts; Gherkins; Hummus (chickpea paste); Imitation cheese; Lentils, preserved; Linseed oils (edible); Nut butter; Olive oil; Olives, preserved; Peanut butter; Prawns (not live); Prepared almonds; Prepared fruits; Prepared meat; Prepared nuts; Preserved seafood; Salmon, not live

### **Class 30:**

Aerated drinks (with coffee, cocoa or chocolate base); Almond confectionery; Aniseed; Apple pies; Bagels; Bakery products; Biscuit products; Bread; Buns; Cakes; Candy bars; Cereal based food bars; Cereal breakfast foods; Chick pea flour; Chips (cereal products); Chocolates; Cocoa; Coffee; Confectionery; Cookies; Corn flour; Crackers; Crepes; Croissants; Dough; Dry seasonings; Dumplings; Flour mixes; Food dressings (sauces); Fruit pies; Garden herbs, preserved (seasonings); Golden syrup; Gravies; Icing; Meal; Mustard; Noodles; Pasta; Pastry products; Pies; Pizzas; Quiches; Ravioli; Rice; Rice flour; Sauce (edible); Seasonings; Soy sauce; Spices; Sugar; Table salt; Tea (not medicinal); Vinegar; Yeast; Yoghurt confectionery; Baking powder; Baking soda (bicarbonate of soda for cooking purposes); Batter mixes; Bee glue (propolis) for culinary purposes; Buckwheat flour; Flaxseed for human consumption; Cacao products; Caramel; Chutneys; Condiments; Corn chips; Couscous; Crispbread; Glucose for culinary purposes; Guarana; Herbal beverages (other than for medicinal use); Ice cream; Linseed for human consumption; Meringues; Mineral salts for preserving foodstuffs; Muesli; Natural sweetening substances; Natural starches for culinary purposes; Nut flours; Oatmeal; Pesto (sauce); Risotto; Rye flour; Salad dressings; Sago; Scones; Sea salt for cooking; Smoke flavour preparations; Snack bars containing a mixture of grains, nuts and dried fruit (confectionery); Spaghetti; Soya flour; Sushi; Spring rolls; Tapioca; Vanilla (flavoring) (flavouring); Vegetable flour; Wheat flour; Wontons; Wrap (sandwich); Wholewheat crisps

### **Class 31:**

Agricultural, horticultural and forestry products (not included in other classes); Animal foodstuffs; Artichokes, fresh; Barley; Beans, fresh; Beverages for animals; Capsicums, fresh; Chicory, fresh; Citrus fruit, fresh; Coconuts; Cocoa beans, raw; Cucumbers, fresh; Edible seeds (unprocessed); Edible nuts (unprocessed); Flax (linseed) plant seeds; Flax meal (fodder); Flaxseed for animal consumption; Flaxseed meal for animal consumption; Flower seeds; Flowers, natural; Fresh fruit; Fresh asparagus; Fresh chillies; Fresh herbs; Fresh legumes; Fresh nuts; Fresh olives; Fresh pulses; Fresh seaweed; Fresh soya beans; Fresh squash (vegetables); Fresh sweet corn; Fresh vegetables; Litter for animals; Live plants; Live flowers; Mulches of natural materials; Oats; Raw barks; Raw bee pollen; Raw cereals (unprocessed); Raw grain; Rye; Salt licks; Seaweed for human or animal consumption; Trees; Vegetable seeds; Unprocessed quinoa; Wheat; Algae for human or animal consumption; Almonds (fruits); Arrangements of dried flowers for decorative purposes; Arrangements of natural flowers; Bird food; Bedding for animals; Bulbs; Bushes; Dry processed food for cats; Dry processed food for dogs; Fodder; Food products for animals; Garlic, fresh; Grass (sod); Hops; Horticultural produce; Nettles; Nuts (fruits); Olives, fresh; Peanuts, fresh; Organic mulch; Plants; Processed grains for consumption by animals; Sunflower seeds; Sugarcane; Wood chips; Worm farms (worms and housings for worms, sold together as a kit); Watermelons; Truffles, fresh; Undressed timber; Unprocessed nuts; Unprocessed cereal; Straw; Shrubs; Seedlings; Sanded paper for use in animal cages; Roots for food; Raw

popcorn; Rough cork; Round timber; Pineapples, fresh

### **Class 32:**

Aerated drinks (non-alcoholic); Aerated drinks containing soya based products; Aerated juices; Aerated water; Alcoholic beers; Ale; Aloe vera drinks (non-alcoholic); Beer; Bottled fruit drinks; Bottled water (not for medical purposes); Cider (non-alcoholic); Cocktails, non-alcoholic; Coconut milk (beverages); Colas; Concentrates for use in the preparation of fruit juice drinks; Drinking water; Electrolyte replacement beverages for general and sports purposes; Energy drinks (not for medical purposes); Fresh fruit juices; Fresh vegetable juices; Fruit drinks; Isotonic beverages; Lemonades; Liquid mixtures for making soft drinks; Low alcohol beverages containing not more than 1.15% (by volume) of alcohol; Milk of almonds (beverage); Mineral water (beverages); Natural mineral water (not for medical purposes); Natural spring waters (not for medical purposes); Nectars of fruits; Orange juice; Smoothies; Soda water; Soft drinks; Soya based beverages (not being dairy substitutes); Vegetable drinks; Tonic water (non-medicated beverages); Waters (beverages); Whey beverages; Alcohol free beverages; Aromatic extracts of fruits; Bitter lemon; Beverages made from fruit concentrates; Beverages consisting of a blend of fruit and vegetable juices; Cordials; Crushes; Ginger ale; Grape juice; Lemon juice (beverage); Non-alcoholic honey-based beverages; Non-alcoholic beers; Preparations for making beverages

### **Class 33:**

Agave-based spirits; Alcohol for drinking; Alcoholic beverages (except beer); Alcoholic beverages (except beer) containing more than 1.15% of alcohol by volume; Alcoholic beverages containing fruit; Alcoholic cocktails containing more than 1.15% of alcohol by volume; Alcoholic essences; Alcoholic extracts; Alcoholic extracts of fruits; Alcoholic mixed drinks containing more than 1.15% of alcohol by volume; Alcoholic preparations for making beverages; Alcopops; Anise (liqueur); Aperitifs; Arak (arrack); Baijiu (Chinese distilled alcoholic beverage); Beverages containing wine (wine predominating); Bitters; Blended whisky; Blended wine; Bourbon whisky; Brandy; Brandy based liqueurs; Cachaca; Carbonated beverages (alcoholic, except beers); Cider; Cider coolers (beverages); Cocktails; Coconut liqueur; Coffee based liqueurs; Cooking liqueurs; Cooking wine; Cream liqueurs; Curacao; Dessert wine; Digesters (liqueurs and spirits); Distilled alcoholic beverages; Distilled beverages; Drinks containing 1.15% of alcohol or more by volume; Dry fortified wine; Dry red wine; Dry sparkling wines; Dry white wine; Dry wine; Egg nog (alcoholic); Fermented liquors; Fermented spirit; Fortified wines; Fruit based alcoholic beverages; Fruit extracts (alcoholic); Gin; Ginger Wine; Grain spirit produced from wheat; Kirsch; Liqueurs; Mint flavoured liqueurs; Orange liqueurs; Peppermint liqueurs; Still liqueurs; Malt whisky; Mead; Mirin (alcoholic); Mulled wines; Napoleon brandy; Nira (sugarcane-based alcoholic beverage); Non-sparkling wines; Perry; Piquette; Pre-mixed alcoholic beverages, other than beer-based; Preparations for making alcoholic beverages; Punches (beverage) having an alcohol content of 1.15% or more (by volume); Red wine; Sweet red wine; Rice alcohol; Rum; Rum punch; Sake; Sangria; Sparkling cider; Sparkling fruit wines; Sparkling wines; Spirit based cocktails (spirits predominating); Spirits (beverages); Still spirits; Still wines; Vintage wines; Sweet fortified wine; Sweet sparkling wine; Sweet white wine; Sweet wine; Vermouth; Vodka; Whisky; White wine; Wine; Liquors (alcoholic beverages)

### **Class 35:**

Administration relating to marketing; Advertising; Advice relating to marketing management; Arranging exhibitions for advertising purposes; Arranging exhibitions for business purposes; Arranging of trade shows; Association services being the promotion of the interests of members of the association; Brand creation services; Brokerage of name and address based lists; Business consultancy services relating to marketing; Business promotion services; Collection of information relating to advertising; Collection of market research information; Compilation of business information; Compilation of directories for publishing on the Internet; Compilation of information into computer databases; Compilation of mailing lists; Compilation of statistics; Computerised compilation of customer indexes; Computerised database management; Conducting exhibitions for advertising purposes; Conducting exhibitions for business purposes; Conducting of market research; Conducting of trade shows; Consultancy relating to advertising; Consultancy relating to business planning; Consultancy relating to business promotion; Consultancy relating to data processing; Consultancy relating to

marketing; Consultancy relating to public relations; Consultancy relating to sales promotions; Consumer market information services; Data management consultancy; Database management; Demonstration of goods; Department store retailing; Design of advertising materials; Design of marketing material; Direct marketing; Dissemination of business information; Distribution of advertising material; Distribution of samples; Electronic advertising services; Electronic data processing; Export promotion services; Export-import agency services; Factoring service for businesses; Graphic advertising services; Hire of advertising materials; Import-export agencies; Information services relating to advertising; Maintaining data in databases; Management of telephone call centres for others; Marketing; Online promotion on a computer network; Organising of trade shows; Placing of advertisements; Planning of marketing strategies; Planning services for advertising; Point of purchase promotions (for others); Preparation of advertising material; Preparation of marketing plans; Preparation of reports for marketing; Presentation of goods on communication media, for retail purposes; Press advertising consultancy; Product launch services; Product marketing; Production of advertising material; Production of commercials; Production of home shopping programmes (production of advertisements and commercials); Production of sound recordings for marketing purposes; Production of television commercials; Production of video recordings for advertising purposes; Production of video recordings for marketing purposes; Production of video recordings for publicity purposes; Production of visual advertising matter; Professional business consultancy; Promotion of fairs for trade purposes; Promotional services; Promotions for radio and television stations (for others); Providing business information via a web site; Providing information, including online, about advertising, business management and administration and office functions; Provision of advertising space; Provision of advice relating to marketing; Provision of foreign trade information; Provision of information relating to marketing; Provision of trade information; Publicity material rental; Rental of mailing, phone and other contact lists; Research services relating to marketing; Sales promotion services; Search engine optimisation; Searches relating to company information; Strategic business consultancy; Telephone marketing services; The bringing together, for the benefit of others, a variety of goods (excluding the transport thereof), enabling customers to conveniently view and purchase the goods; Trade promotional services; Updating data in databases; Provision of an on-line marketplace for buyers and sellers of goods and services; Production of sound recordings for publicity purposes

**I Love Australian Products**

**ABN 460 999 31389**

**PO BOX 59 BRIGHTON VIC 3186**

**Freecall within Australia: 1800 866 888**

**Email: [info@iLap.net.au](mailto:info@iLap.net.au)**

**Website: [www.iLap.net.au](http://www.iLap.net.au)**