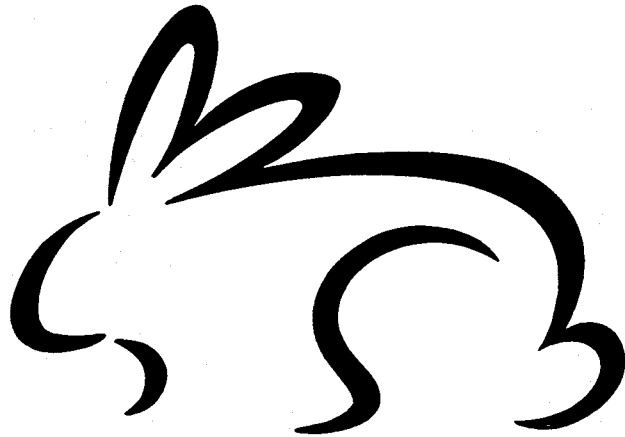


RULES FOR THE USE OF THE CERTIFICATION TRADE MARK OF
CHOOSE CRUELTY FREE LTD
(A.C.N. 057 195 927)



**NOT TESTED
ON ANIMALS**

1. Definitions:

In these rules and in the Schedules hereto:-

- "*CCF*" shall mean Choose Cruelty Free Ltd (A.C.N. 057 195 927).
- "*the mark*" shall mean the certification trade mark which is the mark shown above and is the subject of Australian Trade Mark registration numbers C586044 in Class 5 and C586045 in Class 3.
- "*the Registrar*" shall mean the Registrar of Trade Marks.
- "*the Register*" shall mean the Register of Trade Marks.

- *"the rules"* shall mean the rules herein provided and shall include any further rules made from time to time in accordance with the provisions contained herein or any Schedules to these rules prescribed from time to time.
 - *"the standards"* shall mean the standards prescribed in Schedule A to these rules.
2. In the rules and any Schedule hereto wherever the context so permits or requires, words in the singular shall include the plural, words in the plural shall include the singular and words importing the masculine gender shall include the feminine and neuter.
 3. The mark is the absolute property of CCF and shall not be used by any person except with the authority of CCF.
 4. CCF shall authorise use of the mark in connection with goods by the grant of a licence to Applicants who make application for such licence in accordance with the rules and whose goods meet the standards prescribed in Schedule A to the rules.
 5. An application for a licence to use the mark shall be made in writing and addressed to:

The Certification Trade Mark Manager
Choose Cruelty Free Ltd
37 O'Connell Street
NORTH MELBOURNE VIC 3051

or such other address as the rules provide from time to time.

6. An application for a licence to use the mark shall include information relating to the compliance by the Applicant with the standards prescribed in Schedule A to these rules, including a completed Standards Compliance Assurance Form in the form prescribed in Schedule B to the rules certifying that the Applicant's products comply with the standards.
7. Every Applicant for a licence to use the mark shall show to the reasonable satisfaction of CCF that:
 - (1) He is competent and experienced in his type of business and of good repute and financial standing; and
 - (2) he is willing and able to achieve and maintain the standards.
8. If CCF is not satisfied as to the matters set out in rule 7 above, it may, subject to any appeal to the Registrar, refuse the application.
9. A licence to use the mark will normally be granted for a period of twelve (12) months, but a licence for a period other than twelve (12) months may be granted at CCF's discretion.
10. The following shall be conditions of each licence to use the mark granted in accordance with these rules:-
 - (1) The licensee shall pay to CCF a licence fee which shall be determined in accordance with Schedule C to these rules and may be subject to annual

increases at the discretion of CCF and shall be payable to CCF on acceptance of the grant of the licence from CCF.

- (2) The licensee shall maintain a system of records demonstrating:-
 - (i) the procedures adopted by the licensee to ensure the safety of the licensee's products;
 - (ii) the identity, date of purchase and source of all ingredients used in all the licensee's products; and
 - (iii) the steps taken to ensure that the licensee's suppliers have not tested any of the ingredients supplied to the licensee on animals.
- (3) The licensee shall allow an officer of CCF (or its authorised appointee) to inspect and/or audit the records referred to in rule 10(2) from time to time upon reasonable notice.
- (4) If CCF is satisfied, from its own investigations or audits, or after receiving any evidence from or considering any complaints by any person, that the licensee's products may not conform with the Standards, CCF may deliver the licensee a notice advising the licensee of its concerns.
- (5) The licensee, upon receipt of a notice delivered pursuant to rule 10(4), shall:-
 - (i) Deliver to CCF (at its premises at 37 O'Connell Street, North Melbourne, Victoria, or as otherwise directed by CCF) within fourteen (14) days of receiving the following items:-
 - (a) a Statutory Declaration by the licensee (or an authorised officer of the licensee) certifying that it has made appropriate enquiries of its officers, employees and suppliers

and that it is satisfied that it and its suppliers comply with the Standards;

- (b) a list of the identity, date of purchase and source of all ingredients contained in any of the licensee's products specified by CCF in the notice; and
- (c) samples of any of its products requested by CCF. These samples shall be delivered to CCF in accordance with Schedule D to these rules.

(ii) Allow an officer of CCF (or its appointee) to inspect the licensee's:-

- (a) premises;
- (b) in-house laboratories;
- (c) manufacturing sites; and
- (d) ingredient collection procedures

to view each stage of the movement and handling of the licensee's products and product ingredients from their initial source to incorporation in the licensee's products. This inspection may take place at any time during the licensee's normal business hours without notice to the licensee.

(iii) Allow an officer of CCF (or its appointee) to inspect the records referred to in rule 10(2) at any time during normal business hours without notice to the licensee.

(iv) Procure the consent of its suppliers to allow an officer of CCF (or its appointee) to:-

(a) inspect the supplier's:-

(aa) premises;

(bb) in-house laboratories;

(cc) manufacturing sites; and

(dd) ingredient collection procedures

to view each stage of the movement and handling of products and ingredients from their initial source to incorporation in the licensee's products. This inspection may take place at any time during the licensee's normal business hours without notice to the licensee.

(b) inspect the supplier's records which disclose:-

(i) the identity of ingredients supplied to the licensee;

(ii) the purchase and source of those ingredients;

(iii) the supplier's product safety evaluations; and

(iv) the system of control and inspection to which the supplier subjects its products to ensure compliance with the Standards.

- (6) CCF may engage a laboratory to conduct (at the expense of the licensee) such tests on samples provided by the licensee as are reasonably necessary to determine:-
 - (i) the presence of, and if possible, to identify, any animal derived ingredients in the licensee's products; and
 - (ii) the identity of any other ingredients in the licensee's products.
 - (7) If, after completing the investigations referred to in rules 10(5) and (6), CCF is not reasonably satisfied that all of the licensee's products conform to the Standards, CCF may terminate the licence agreement effective immediately and the licensee shall immediately cease to use the mark.
 - (8) CCF may terminate the licence agreement at any time upon giving the licensee written notice if the licensee breaches any of these rules.
 - (9) In the event the licence agreement is not terminated pursuant to rule 10(8) or renewed by agreement, the licence shall lapse upon expiry of the licence agreement.
 - (10) The licensee shall not use the mark on any goods after the date that termination of the licence agreement is effective.
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11. If CCF wishes to alter the rules (including a Schedule to these rules) it shall apply to the Registrar for permission to make such alteration.
 12. No proposed alteration of the rules shall have any effect until the Registrar has made such alteration in accordance with the provisions of Section 87 of the Trade Marks Act 1955 (Commonwealth).

13. CCF shall establish and maintain a register which shall contain details of all licensed users of the mark. The register shall be kept at the principal office of CCF and shall be open to the inspection of the public during the normal business hours of the said principal office.

14. Where CCF does any act or refuses to do any act or exercises a discretion under any of the rules or a Schedule to the rules which, in the opinion of a person who is an Applicant for a licence to use the mark or who is authorised to use the mark, is contrary to the interests of that person, that person may within seven (7) days after the doing of that act or the refusal to do that act, or within such further time as the Registrar may allow, appeal to the Registrar.

15. An appeal to the Registrar shall be in writing and a copy of the written appeal shall be served on CCF within three (3) days of the submission of the appeal to the Registrar, or within such further time as the Registrar allows.

16. After considering such evidence as the Appellant and CCF may submit, including any evidence asked for by the Registrar, and after the appellant and CCF have had an opportunity of being heard, the Registrar shall decide the matter.

SCHEDULE A

STANDARDS FOR USE OF CHOOSE CRUELTY FREE LTD'S MARK

The Applicant will be eligible to take a licence to use the certification trade mark of Choose Cruelty Free Ltd if it and all related corporations (if any) satisfy Choose Cruelty Free Ltd that:-

- [a] None of its products and none of its product ingredients have been tested on animals by it, by anyone on its behalf, by its suppliers or anyone on their behalf at any time within the period of five years immediately preceding the date of the application for accreditation; and

- [b] None of its products contain any ingredients which:-
 - [i] have been derived from an animal killed specifically for the extraction of that ingredient; or

 - [ii] have been forcibly extracted from a live animal in a manner which occasioned pain or discomfort; or

 - [iii] have been derived from any wildlife; or

 - [iv] are by-products of the fur industry; or

 - [v] are slaughterhouse by-products of a commercially significant value.

SCHEDULE B

COMPLIANCE ASSURANCE FORM

I **HEREBY CERTIFY** that all goods manufactured or sold by the applicant and all related corporations (if any) and in relation to which a licence to use the Choose Cruelty Free Ltd certification trade mark has been granted comply with Choose Cruelty Free Ltd's standards listed below:-

1. None of the Applicant's products and none of its product ingredients have been tested on animals by it, or by anyone on its behalf, by its suppliers or anyone on their behalf at any time within the period of five years immediately preceding the date of the application for accreditation.

2. None of the Applicant's products contain any ingredients which:-
 - [a] have been derived from an animal killed specifically for the extraction of that ingredient; or

 - [b] have been forcibly extracted from a live animal in a manner which occasioned pain or discomfort; or

 - [c] have been derived from any wildlife; or

 - [d] are by-products of the fur industry; or

 - [e] are slaughterhouse by-products of a commercially significant value.

SIGNED

.....
Position -

ON BEHALF OF APPLICANT

.....
Date:

SCHEDULE C

MAXIMUM ANNUAL LICENCE FEES PAYABLE ON THE GRANT OF A LICENCE TO USE CHOOSE CRUELTY FREE LTD'S CERTIFICATION TRADE MARK

The licence fee payable for the period of a Licence Agreement (twelve months) is \$5,000.00 per annum, or such other sum as Choose Cruelty Free Ltd stipulates from time to time in its discretion.

SCHEDULE D

Supply of Samples

The samples submitted by the licensee in accordance with rule 10(5) shall comply with the following procedure:-

- (1) The licensee shall provide a minimum of five samples of each product specified by CCF, giving details of the production date, batch number and/or other identity number of each sample.
- (2) When possible the licensee shall purchase these samples at a retail outlet or outlets (at its own expense) and provide the relevant receipt or receipts to CCF.
- (3) The samples shall be packed in a suitable package and despatched to CCF to ensure that they reach it in good condition.
- (4) Where possible the licensee shall provide samples which do not come from the same batch of manufacturing. Where this is not possible, the licensee shall provide written reasons to CCF upon submission of the samples.
- (5) The licensee shall pay on demand the reasonable laboratory fees for the analysis of the samples submitted to CCF.
- (6) As soon as possible after receipt of the samples, CCF shall advise the licensee of the approximate analysis fees. The licensee will pay the analysis fees immediately with any adjustments to be made upon completion of the analysis.
- (7) As soon as possible after receipt of the analysis fees, CCF shall deliver the samples to an appropriate laboratory for testing.
- (8) The laboratory testing shall be conducted on a composite of the contents of the five product samples.