

The image features a large, stylized graphic of a speech bubble or a drop shape. The outer ring is red, and the inner shape is dark blue. The text is centered within the dark blue area.

EST. 1999

FUNKIN

**RULES FOR USING
THE FUNKIN
BRAND**

VERSION 3
August 2017

RULES FOR USING THE FUNKIN BRAND

BACKGROUND:

Our Funkin brand is an important business asset which we've spent a great deal of time and effort developing. This document sets out the rules for using our Funkin brand. It covers all aspects of our Funkin brand (including trade names, trade marks, logos, get-up and other distinctive features) and all uses of our Funkin brand (including online). If you wish to use our Funkin brand in any way (including in your capacity as our distributor, agency, customer or other contracted 3rd party), you must comply with this document.

RULES FOR USE: A few Do's and Don'ts:



DO'S

- Do speak to us in advance if you want to use the Funkin brand.
- If we grant you permission to use the Funkin brand, Do:
 - Use up-to-date branding (we can supply this);
 - Comply with any brand guidelines, or instructions, that we issue;
 - Ensure that any content you publish featuring the Funkin brand, or via Funkin branded channels, complies with all local laws; and
 - Wherever possible, use the registered trade mark symbol in superscript after using any Funkin registered trade mark. For example: Funkin®



DON'TS

- Don't register a company name featuring Funkin (e.g. Funkin Distribution Ltd).
- Don't register a domain name (or related email address), trade mark, or any other type of intellectual property, related to the Funkin brand anywhere in the world - only we may do that and, if we think it's a good idea, we'll grant you permission to use.
- Don't open a social media account for the Funkin brand - only we may do that and, if we think it's a good idea, we'll share the log-in details with you.
- Don't publish any content featuring the Funkin brand, or via Funkin branded channels, which:
 - (i) is copied from a 3rd party without their permission;
 - (ii) infringes a 3rd party's intellectual property rights;
 - (iii) features a person without their permission;
 - (iv) features defamatory, obscene, offensive, hateful, illegal or otherwise unsuitable materials; or
 - (v) otherwise undermines the Funkin brand in any way.



FUNKIN
COCKTAILS



AND A FEW SPECIFIC RULES FOR WEBSITES:

- If you want to feature the Funkin brand on a website, you must speak to us in advance. If we grant you permission to do this, we'll decide (based on factors like the market you work in and the amount of product you purchase from us) whether it's better for you to:
 - Launch a website dedicated exclusively, or mainly, to the Funkin brand; or
 - Create a webpage dedicated exclusively, or mainly, to the Funkin brand on a new or existing website not dedicated exclusively, or mainly, to the Funkin brand.
- If we grant you permission to launch a website dedicated exclusively, or mainly, to the Funkin brand, the following rules apply:
 - We will purchase the domain name and create the related email address(es) and give you permission to use.
 - You must work with us to ensure the website meets our requirements, including the following:
 - It is accessible to all users (including those with disabilities);
 - It is designed using the responsive web design approach;
 - It is developed using a content management system which is written in English, open source and available to use under the GNU General Public Licence or similar;
 - All user information/documentation relating to the design, development and maintenance of the website must be written in English and must be clear and comprehensive;
 - It is secure and subjected to vulnerability testing on an ongoing basis; and
 - It is hosted with an approved 3rd party.
 - You must ensure any content published on the website complies with this document.
 - You must ensure any content published on the website that is translated from English into another language is translated accurately.
 - You must speak to us in advance if you wish to make any major changes to the website (e.g. in terms of content or functionality).



OWNERSHIP OF IP:

We retain all intellectual property rights, and any goodwill, in the Funkin brand notwithstanding your use. We will own all intellectual property rights, and any goodwill, in any content you produce or publish featuring the Funkin brand or via Funkin branded channels.



IF WE STOP WORKING TOGETHER:

If we stop working together, you must: (i) arrange for the smooth handover to us of any website(s) or social media account(s) dedicated exclusively, or mainly, to the Funkin brand (including supplying any log-in details (including password and password recovery information) and user information/documentation in English); and (ii) otherwise stop using the Funkin brand as soon as possible.



NON-COMPLIANCE:

If you don't comply with this document then, without limiting our legal rights (which we expressly reserve), we may stop working with you with immediate effect.



UPDATES:

We may update, and reissue, this document to you at our discretion. Any such updates will be binding on you.



ANY QUESTIONS?

Email us at info@funkin.co.uk

