

New Mardi Gras Limited

Use of Trademark Policy

New Mardi Gras Limited (ACN 102451785) (“NMG”) is committed to organising and co-ordinating events of celebration, commemoration and protest and engage in other activities as part of the gay, lesbian, transgender, bisexual and queer (“GLTBQ”) community. This includes sustaining and strengthening the GLTBQ community, acknowledging diversity, advancing the community’s goals, advancing the interests and general well being of people within the community and building strong, positive and beneficial relationships between the GLTBQ community and the wider community.

In doing this, NMG has created and registered trademarks in relation to many of the events and activities that it undertakes as a part of its business. NMG has an obligation to its members and the wider GLTBQ community to ensure that its trademarks are used in ways that promote and uphold both the objects of NMG and that also protects the brand and image of NMG.

This policy sets out the ways in which individuals and organisations may use the registered trademarks of NMG.

This policy does not apply in instances where NMG has agreed to license its registered trademarks to its sponsors, partners or other stakeholders through a separate, specific agreement.

Objectives:

The objects of this policy are:

- To protect the registered trademarks of NMG;
- To protect the authorised rights and interests of the partners, sponsors and stakeholders of NMG;
- To encourage and promote the use of NMG events and activities in such a way that leads to achieving the objects of the Constitution of NMG;
- To set acceptable standards for the use of registered trademarks owned by NMG when being used by individuals or organisations; and
- To clearly define a disputes resolution process where a possible breach has occurred.

Registered Trademarks:

NMG has created and registered trademarks with the Australia Government’s intellectual property regulator, IP Australia. A full list of NMG’s registered trademarks are attached to this document and are accurate at the time of this policy being ratified.

Each individual and organisation should make their own enquiries as to what trademarks are registered by NMG, and the provision of the information attached should be relied upon only as a guide.

In summary, NMG owns the trademark to include, but not limited by, the following:

- The word “Mardi Gras”;
- The image of triangles inverted, rounded, with all corners interlocking in an Opera House style;
- The image of four people with circular heads holding hands in the sequence female-female-male-male; and
- The word “Sleaze”.

Impermissible Use of Registered Trademarks:

NMG is committed to providing access to its registered trademarks by individuals and organisations where it is in the interests of the GLTBQ community and the objects of NMG as in accordance with the Constitution.

As a result, NMG is most concerned with the use of its registered trademarks where:

1. The use of a registered trademark is for commercial or personal profit or gain, regardless of whether the profit or gain is actual or in kind; OR
2. The use of a registered trademark is seen to, or may, on the balance of probabilities, adversely effect the branding and image of NMG; OR
3. The use of a registered trademark is seen to, or may, on the balance of probabilities, adversely effect the relationship between an authorised partner, sponsor or other stakeholder.

NMG is equally concerned as to whether the registered trademark was actually used, or whether a passing off of the registered trademark occurred.

Examples of these include:

- A company or individual creating and distributing a music CD passing off the CD as a part of a Mardi Gras related event;
- A not-for-profit organisation uses the name “Mardi Gras” to promote an event in conflict with the objects of NMG’s Constitution;
- A company or individual using a name similar to “Sleaze” to promote an event, such as “Sleazy”;
- A passing off as an event being related to the Mardi Gras season when it is not an authorised event; and
- A company or individual creating clothing that using the words or image of a registered trademark without consent of NMG.

Permitted Use of Registered Trademarks

It is important to note that there are many instances where NMG considers use of its registered trademarks are beneficial. NMG does not intend, nor wish, to hinder this usage through this policy. These are instances where the use of NMG registered trademarks are used in accordance with the objects of the Constitution and where no commercial or personal profit or gain is obtained.

This policy does not apply in instances where NMG has agreed to license its registered trademarks to its sponsors, partners or other stakeholders through a separate, specific agreement.

Examples of this include:

- A not-for-profit and/or community organisation using the name “Mardi Gras” for the purposes of fundraising for charity, eg “ACON’s Mardi Gras Bingay Night”;
- The use of a registered trademark for the purposes of advertising authorised NMG events;
- Store displays on Oxford St wishing the GLTBQ community a “Happy Mardi Gras”, but not sell or distribute clothing or accessories with NMG trademark material;
- Discussions regarding NMG events in local media; or
- Reference to a date as being the “Mardi Gras Weekend” or “Mardi Gras Week”.

Where any individual or organisation is uncertain as to whether its conduct in relation to the use of registered trademarks, that organisation or individual should contact NMG to discuss this further.

Dispute Resolution Process

Wherever possible, where a breach of this policy actually or possibly occurs NMG will endeavour to take the following steps to resolve the issue:

1. Contact the relevant organisation or individual to discuss;
2. Attempt to reach an agreement between the parties about the way in which the trademark may be used to ensure it reaches the objects of NMG’s Constitution;
3. Where agreement is not reached, NMG shall write to the individual or organisation outlining where NMG believes there has been an infringement of NMG’s intellectual property and what action NMG wishes the party to take.
4. Where this request is not complied with, NMG may take legal action to prevent the use of its intellectual property being used or passed off, or to take legal action to seek compensation for any infringement upon NMG’s intellectual property.
5. Nothing in this process limits NMG from taking other action where it is deemed appropriate by NMG.