

Please find below the terms and conditions for the licence (“**Terms**”) to use our logo as set out in the Schedule (“**Mark**”).

The right to use the Mark will commence on the date of your acceptance of these Terms (the “**Effective Date**”) and shall continue for a period of 12 months until terminated in accordance with these Terms.

1. Right to use the Mark

1.1 Subject to these Terms, we grant you a non-exclusive licence to use the Mark in the United Kingdom for the purpose of creating awareness, providing education, preventing and providing treatment services to minimise gambling-related harm.

1.2 Any goodwill derived from the use by you of the Mark shall accrue to us. We may, at any time, call for a document confirming the assignment of that goodwill and you shall immediately execute it.

1.3 No rights or licences are conferred on you pursuant to this licence except those expressly set out in these Terms.

2. Quality control

2.1 Your right to use the Mark is subject to the following conditions:

2.1.1 you shall comply with the specifications, standards and directions as notified in writing by us from time to time;

2.1.2 you shall in exercising your rights under these Terms, comply with all applicable laws, regulations, industry standards and codes of practice;

2.1.3 you shall not do or fail to do any act or thing whereby the validity, enforceability or our ownership of the trade mark registrations for the Mark, or the reputation or goodwill associated with the Mark anywhere, is likely to be prejudiced.

IT'S NEVER TOO SOON TO BeGambleAware®

GambleAware® • Registered in England No 4384279 • Charity No England & Wales 1093910, Scotland SC049433

Chair: Kate Lampard CBE

Trustees: • Saffron Cordery • Professor Sian Griffiths OBE • Michelle Highman • Professor Anthony Kessel

• Rachel Pearce • Chris Pond • Paul Simpson • Professor Marcantonio Spada

Chief Executive: Marc Etches

2.2 You hereby undertake to ensure that any use of the Mark by you shall not in any way reduce or diminish the reputation, image and prestige of the Mark or us in any way whatsoever.

3. Payment

Currently, there is no charge for the use of the Mark but we reserve the right to impose a charge at any time at our sole discretion.

4. Indemnity

4.1 You shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with:

4.1.1 your exercise of the rights granted under these Terms;

4.1.2 your breach or negligent performance or non-performance of these Terms; or

4.1.3 the enforcement of these Terms.

5. Protection of the mark

5.1 You shall promptly inform us of any suspected unauthorised use of the Mark (or any confusingly similar mark) of which you become aware of, and shall provide us with such documents, information and assistance as you can in relation to any such use.

5.2 We give no warranty and make no representation in or pursuant to these Terms that the use of the Mark does not or will not infringe the rights of others.

6. Duration and termination

6.1 Your right to use the Mark shall commence on the Effective Date and shall continue for 12 months from the Effective Date unless terminated earlier under any of the following provisions.

6.2 The right to use the Mark shall automatically terminate 12 months from the Effective Date unless agreed otherwise between us.

6.3 We may terminate your right to use the Mark at any time at our sole discretion by giving you two weeks prior notice.

6.4 We may terminate your right to use the Mark by notice with immediate effect if:

- 6.4.1 you commit any breach of the Terms which is material and not capable of remedy, or which is capable of remedy but which is not remedied within 14 days of notice from us to do so;
- 6.4.2 in our sole discretion, your use of the Mark is in any way reducing or diminishing the reputation, image and prestige of the Mark and/or us in any way whatsoever; and
- 6.4.3 you have a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010).

6.5 You hereby undertake to us that, save as expressly permitted by these Terms, you will not make any use anywhere in the world of the Mark or any name or mark intended or likely to be confused or associated with it. In particular, upon termination of the licence to use the Mark for any reason you shall cease immediately to make any use of the Mark.

7 General

7.1 These terms and conditions constitute the entire agreement between the parties and supercedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

7.2 You must not assign or transfer your rights under these Terms.

7.3 No failure or delay by us to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

7.4 Nothing in these Terms are intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

7.5 We reserve the right to make variations to these Terms and where appropriate, we will notify you of the variations by e-mail.

7.6 These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Please sign and return the enclosed copy of this letter to signify your acknowledgment and acceptance of the Terms.

Signed by

for and on behalf of
GambleAware

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Director/Authorised sig-
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in the presence of:

Witness name

Witness address

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Witness occupation

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