

WINE IN MODERATION TRADEMARK (WIM TM) REGULATION OF USE

TERMS

OWNER: the Owner of the WINE IN MODERATION trademark (hereinafter "WIM TM") and its variations, is the Wine in Moderation (WIM) Aisbl (hereinafter "**OWNER**"). The **OWNER** has all the rights relating the WIM TM, its variations and their exploitation. Moreover, the **OWNER** decides in last instance which legal entities can use the trademark or its versions.

COLLECTIVE USER: the **COLLECTIVE USER** is the National (or territorial) Association or Agent who can use and further authorize use of the "WIM TM" and its variations which is responsible of the reasonable due diligence of the WIM TM in each country (or defined territory) by signing its own agreement with the **OWNER**.

COLLECTIVE USER ASSOCIATE (ASSOCIATE): the **COLLECTIVE USER ASSOCIATE** is any legal entity that develops its main activity in the country (or defined territory) of the **COLLECTIVE USER**, is part or not of the **COLLECTIVE USER**, and has been authorised to use the "WIM TM" by the **COLLECTIVE USER** with a direct online agreement through the wine in moderation website complying with this regulation of use.

PRIOR USER: The PRIOR USERS are the OWNER's effective members under the category I. "CEEV" and the effective category III. Companies (hereinafter "**Ambassador Companies**"). These members are authorised to use the WIM trademark by signing an **agreement directly** with the **OWNER**. The affiliates' wine companies and brands of the "**Ambassador Companies**" are considered as part of the Ambassador Company and therefore **PRIOR USER**.

AUTHORISED USER: is any legal entity, including **COLLECTIVE USERS**, that wants to use the WIM TM and its variations, and is authorised by the **OWNER** or the **COLLECTIVE USER** to do so by complying with this regulation of use with a direct agreement of use.

WIM TM: the WIM TM is the sign, which identifies the main trademark of the owner, which graphic representation is:



The variations of the WIM TM: are the different trademarks registered in **WIM TM REGISTERS** (Annex 1) and the variation included in the **WIM TM STYLEBOOK** (Annex 2).

Wine in Moderation programme is an international Programme of the wine sector to inspire healthy lifestyles and well-being, and to contribute to the reduction of alcohol related harm. The Programme builds on scientific evidence, education and self-regulation to organise and empower the entire international wine value chain, in raising awareness and knowledge about responsible drinking patterns and moderate wine consumption.

The legal and proper use: the WIM TM and/or its variations must be used according to the law and self-regulatory codes of the specific country and must respect the general principal of good faith in the market.

Wine products: are all the products as defined in PART XII Wine, of the Regulation (EU) No 1308/2013 of the European Parliament and of the Council of 17 December 2013.



Label of wine products is defined as any tag, brand, mark, pictorial or other descriptive matter, written, printed, stencilled, marked, embossed or impressed on, or attached to the packaging or container of food.

CONDITIONS

The use of logo is based on the **WIM TM STYLEBOOK** and must be observed and respected by all users. Proportions, colours, and shapes of the original sign must be observed.

The **AUTHORISED USER** recognizes the validity of the **WIM TM REGISTERS** and undertakes to use them in accordance with the present Regulation of Use. It also recognizes that all variations, versions and modifications of the said WIM TM - range of colour, language or another type- belongs to the **OWNER**.

The Authorised Users should use the WIM TM and its variations in a visible manner and to adhere to the **Wine Communication Standard (WCS) (Annex 3) and any of the appropriate WCS's national/linguistic variations**, and commit to observe them in their commercial communication activities, without prejudice of full compliance with the existing regulations and self-regulatory codes in force whatever content, dissemination medium or form that they take.

The **OWNER** has the right to proceed at any time to any changes in the **WIM TM REGULATION OF USE, WIM TM STYLEBOOK**, the **WIM TM REGISTERS** and the **WCS and any of the WCS's national/linguistic variations**.

The **OWNER** has to notify by any telematics means the **AUTHORISED USERS** about the amended versions and publish them on the WIM website www.wineinmoderation.com at least 15 days before the date the amended version becomes effective. The amended version must be observed and respected by all **AUTHORISED USERS**. However, **AUTHORISED USERS** shall in any case be entitled to distribute products and/or make use of advertising means bearing the WIM TM which they still have in their possession.

The **COLLECTIVE USERS** maintain a registry of all their **ASSOCIATES**, which is available at any time to the **OWNER**. The **COLLECTIVE USER** and the **OWNER** can share information of this registry with 3rd parties for the good end of the **Wine in Moderation programme**.

The **COLLECTIVE USER** will determine if its **ASSOCIATES** will pay a royalty or not. All royalties raised by the **COLLECTIVE USER** should be used for the funding of the **Wine in Moderation programme** implementation.

The **COLLECTIVE USER** undertakes the reasonable due diligence that its **ASSOCIATES** or any other **AUTHORISED USER** make a legal and proper use of the WIM TM and its variations, in its defined territory. The **COLLECTIVE USER** will have to report any disconformity, and immediately inform the **OWNER** of any use of the trademark or its variations, detected in the market, which could be considered contrary to the letter and the spirit of the present document and/or is not properly authorized.

The **OWNER** may, at any time, prohibit the participation of any legal entity in the **Wine in Moderation programme**, considering that this entity does not comply with the standards for the good end and the beliefs of the **Wine in Moderation programme**, as those explained in the **WCS and any of the WCS's national/linguistic variations** or by any other cause and as such revoke the authorization of use to the WIM TM and its variation.



The **OWNER** and the **COLLECTIVE USER** may either terminate the agreement of the use of the **WIM TM** – and its variations – between the **OWNER** and the **COLLECTIVE USER** on a 5 months' notice to the end of the calendar year. Such termination will neither trigger the payment of any compensation by the **OWNER** nor by the **COLLECTIVE USER**.

The **OWNER** may without notice revoke the authorization of use of the WIM TM - and its variations - to the **COLLECTIVE USER** or directly to any **AUTHORISED USER** of the sign for good cause. Good cause for revocation without notice shall particularly exist if the **COLLECTIVE USER** or the **AUTHORISED USER** culpably breaches any of the material obligations assumed under the authorization of use of the **WIM TM** and does not heal such breach after being requested to do so within a reasonable deadline.

In case the **OWNER** of the revocation or termination of the authorisation of the WIM TM use given to the **COLLECTIVE USER**, the latter undertakes to inform its **ASSOCIATES** about the cease in the use of WIM TM as well as any of its variations. In case the **OWNER** revokes the WIM TM authorisation of use given to an **Ambassador company**, the latter undertakes to inform its affiliates' wine companies and brands about an immediate cease in the use of WIM TM as well as any of its variations. This faculty will not trigger the payment of any compensation by the **OWNER** nor by the **COLLECTIVE USER**.

The **OWNER** shall have the right to take legal actions against any trademark rights' infringement, according to the conditions set out by this document.

The present document is mandatory and shall apply worldwide.

The authorization of use of the WIM TM and its variations will last for one year as from the date of the signature of the authorization agreements considering its effectiveness and will be tacitly renewed indefinitely. If the **AUTHORIZED USER** wants to prevent the renewal of the authorization of the WIM TM and its variations, he must communicate it in writing to the **OWNER** or the **COLLECTIVE USER** must be notified thereof at least 15 days before the renewal date.

This authorization shall be construed in accordance with the European Union legislation on trademarks. In case of a conflict related to the rules governing the use of the WIM TM, parties will first try to solve it amicably. In case the conflict cannot be solved amicably, the parties will submit their dispute to the jurisdiction referred to in the agreements.

The **AUTHORIZED USER** has read the present **WIM TM REGULATION OF USE**, the **WIM TM REGISTERS (Annex 1)** the **WIM TM STYLEBOOK (Annex 2)**, and the **WCS (Annex 3)** and accepts all terms, conditions principles, commitments and clauses included therein as binding.

