

England Touch Logo

ISSUE v1.3, 10 May 2016, by T.Osborne

Design Guidelines - Logo



The 'England Touch' logo (right) is the trade mark of England Touch Association (ETA). It is registered in the UK Trade Mark Registry under No. UK00002656529, effective as of 11/03/2013

The logo and text is a specific graphic and must not be changed or recreated in any way. Its use is under specific Conditions of Use and will require approval from the England Touch Association (ETA) on application to all playing kit, web-based collateral, printed collateral, etc. Use of the logo must be consistent with the guidelines outlined herein



There must be clear space between logo and other design elements

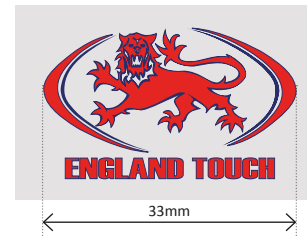
Clear space is measured by the width and height of the 'E' in 'England'

Design elements include symbols, text, other graphics



The logo may be applied without the text 'England Touch', but only where this is approved by the ETA

There must be clear space between logo and other design elements as outlined above



Minimum width of logo is 33mm measured at the widest point of the logo

England Touch Logo

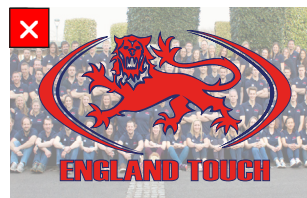
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Design Guidelines - Logo Variations, Legibility, Text and Distortion



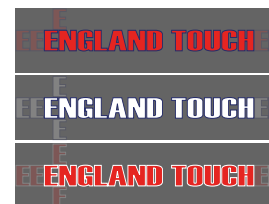
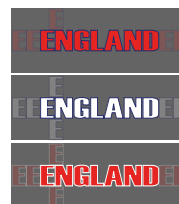
The logo is available in four colour/layout variations

Red fill and blue outline is the primary option and will be supplied as standard for third-party design projects (far right); white fill and blue outline or red fill and white outline options are available on request (middle two versions) with background tones detailed below; option with white badge to be used only if absolutely required (far left)



Ensure the logo is clearly legible - while use on some images, such as in the corner of photos, is permissible, the example to the left is to be avoided

Where used on background colour or photos, note the mane, mouth and face features are empty space, not a fill colour



The wording 'England Touch' and 'England' is a graphic, not text

It should not be re-written as a font

It can be used stand-alone where approved, but the clear space rules defined above apply



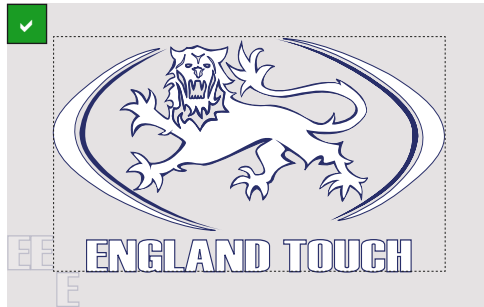
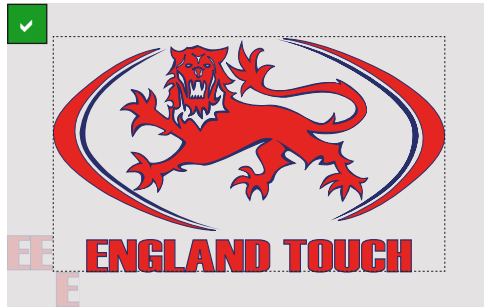
Never distort the logo by stretching or squashing

Adding to the logo can only be done by the ETA design team

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Design Guidelines - Logo Variations and Background Colour



10% tone background

Red fill and blue outline:
Preferred

White fill and blue outline:
Acceptable

Red fill and white outline:
Not acceptable - outline contrast lost on dark background

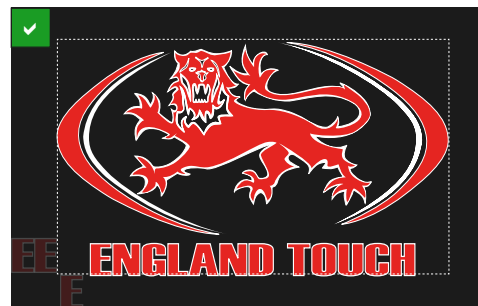


50% tone (mid) background

Red fill and blue outline:
Preferred until outline contrast is lost

White fill and blue outline:
Acceptable

Red fill and white outline:
Acceptable



90% tone (dark) background

Red fill and blue outline:
Not acceptable - outline contrast lost on dark background

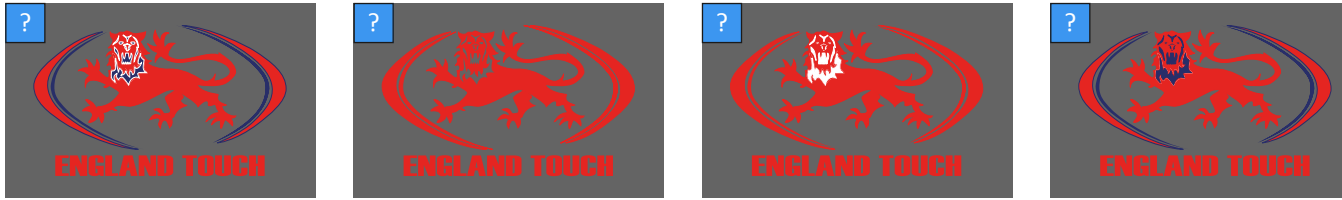
White fill and blue outline:
Not acceptable - outline contrast lost on dark background

Red fill and white outline:
Acceptable

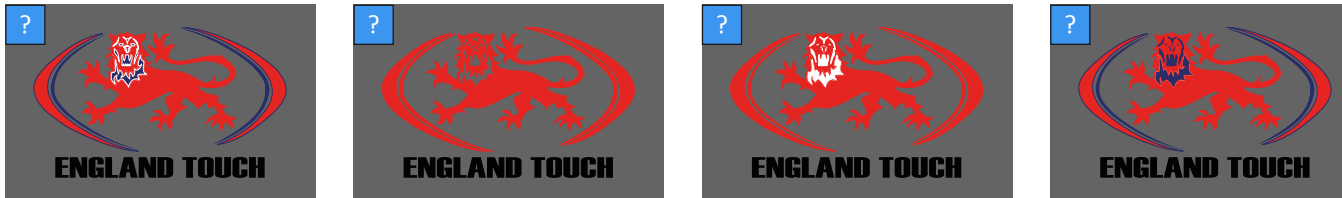
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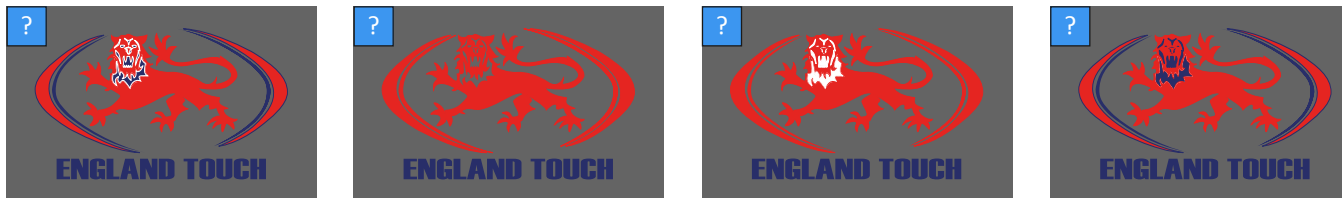
Design Guidelines - Embroidery



In the instance of embroidery, it is permissible to simplify colours and shapes - however, this is only to occur with approval of ETA



Further, the text 'England Touch' colour may change - however, this is only to occur with approval of ETA



Design Guidelines - Colours

ETA Red R = 255 G = 0 B = 0	ETA White R = 80 G = 80 B = 80	ETA Navy R = 0 G = 0 B = 128	Logo colours The logo may only produced using these colours
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ETA Red 485PC C = 0 Y = 95 M = 100 K = 0	ETA White C = 0 Y = 0 M = 0 K = 0	ETA Navy 534PC C = 100 Y = 80 M = 30 K = 5	Logo Colours CYMK equivalents for printing and sublimation
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Dark Navy R = 25 G = 25 B = 54	Training Blue R = 60 G = 150 B = 240	Additional colours (not for logo use)
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Dark Navy 5395PC C = 100 Y = 44 M = 0 K = 76	Training Blue 659PC C = 55 Y = 30 M = 0 K = 0	Additional colours (not for logo use) CYMK equivalents for printing and sublimation
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Conditions for Use

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions for use of the England Touch Logo, unless the context otherwise requires, the following terms shall have the meanings given to them and the singular shall include the plural and vice versa:

- i. 'your Application' means your submitted application (including finalised graphics) for permission to receive and use our Logo, as submitted by you to us;
- ii. 'the Approved Use' means a one-time use of our Logo;
- iii. 'these Conditions' means these Conditions for the use of the England Touch Logo;
- iv. 'our Design Guidelines' means our guidelines for the use of our Logo that we supply you alongside Logo artworks (and any variation, revision or amendment from time to time supplied by us);
- v. 'Intellectual Property Rights' means patents, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, rights to goodwill and to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;
- vi. 'our Logo' 'the England Touch Logo' means our Mark 'England Touch' or 'England Touch' and all copyright, design right and other intellectual property rights subsisting in it, together with the goodwill relating to it;
- vii. 'Mark' means a word mark(s) and/or device(s) (including Logo) as registered in the UK Trade Mark Registry under No. UK00002656529, effective as of 11/03/2013;
- viii. 'our Permission' means our non-exclusive permission to make an Approved Use of our Logo in the Territory during the Term for the Purpose;
- ix. 'the Term' means the dates between which you will use our Logo for the Approve Use;
- x. 'the Territory' means worldwide;
- xi. 'we' 'our' 'us' 'ourselves' means the 'England Touch Association' (ETA), registered address 3 Maltby Court, Oldham, OL4 5EB and Companies House registered as No. IS 07164624;
- xii. 'you' 'your' 'yourself' means you, the party applying to us our Logo.

1.2 The clause headings in these Conditions are for identification purposes only and shall not affect the meaning of the clauses themselves.

2. SCOPE OF PERMISSION TO USE OUR LOGO

2.1 We give to you our Permission subject to these Conditions and you undertake to us not in any circumstances to make any use of our Logo for any other purpose.

2.2 You must not modify, change, alter, delete from or add to our Logo, including but not limited to making any change in text, graphics or colour. You agree that you will not use any of our designs or logos except our Logo or any other designs for any Mark belonging to us and provided to you by us.

2.3 You undertake to us that:

- i. you will display our Logo in materials created only for the Approved Use;
- ii. you will adhere to our Design Guidelines provided in writing to you by us;
- iii. you will not display our Logo for any purpose or in association with any material that is defamatory, obscene or otherwise contrary to law;
- iv. you will not display our Logo in any manner or in association with any material that we deem to be injurious to our reputation, unfavourable to our image or otherwise undesirable;
- v. you will not display our Logo on, or include our Logo in, web pages of your website containing any commercial content, products or services without written permission from us;
- vi. you will not use our Logo, save as permitted in accordance with the provisions of Clause 3; and that
- vii. your use of our Logo shall at all times be in keeping with these Conditions.

2.5 You agree not to adopt or apply for or use any other trade mark, trade name, corporate name or design which would be similar to or confused with our Logo and, further, that you shall not claim any rights or interest in our Logo by way of your licensed use of the same at any time and that you will not directly or indirectly at any time dispute or contest the validity or enforceability of our Logo nor encourage or assist anyone else to do the same.

2.6 You agree that subject to any lawful and overriding security interest or legal duty to which you are subject you permit us to access all areas of your website, including any password-protected areas, where use is made of our Logo for the purpose of inspecting such use but for no other purpose.

2.7 On request you shall, subject to any lawful and overriding security interest or legal duty to which you are subject, provide us with relevant and applicable metatags used in connection with the your website and you shall make any deletion to that list of metatags as we may request as necessary for the protection of our Logo.

3. QUALITY CONTROL

3.1 You must deliver true and accurate samples of artwork, screen-shots, drafts or mock ups for any materials comprised in Approved Use on which our Logo is to appear for our review prior to publication. You must not publish, distribute or otherwise disclose such materials incorporating our Logo without our prior written consent in accordance with this Clause. Where such materials do not conform to your obligations under these Conditions, you shall make any changes as are requested by us immediately.

3.2 We will endeavour to respond to requests for approval of materials on which our Logo (or any reference to us) will appear within five (5) business days in each case after we receive such requests and if no response is given within this time you must deem our consent to be not given. If we approve any materials you shall not modify, edit, add to, reformat or otherwise change them in relation to our Logo except with our prior written consent.

3.3 You must provide such samples of materials comprised in the Approved Use prior to use together with a written request for approval of them to us at the email address from which you receive our Design Guidelines stated at clause 7.1 below.

3.4 You warrant to us that of and/or materials comprised in the Approved Use shall conform in every way to the samples approved by us pursuant to clauses 3.1–3.3 and undertake that:

- i. You will make no use of our Logo or materials comprised in the Approved Use other than for the purposes of complying with clauses 2 and 3.1–3.3 as appropriate unless and until you have our express written approval.
- ii. You will not make any alterations, modifications or changes to the materials comprised in Approved Use without our specific written consent. If any changes are made, the provisions of clauses 3.1–3.3 as appropriate shall apply.
- iii. You will supply to us free of charge further samples of materials comprised in the Approved Use as issued no later than the first day on which the same are so released, and, upon request by us (at intervals not more frequent than quarterly) and at our cost (which shall be at cost or the best trade price if greater), supply to us further samples of the materials comprised in the Approved Use as published or distributed.

4. OWNERSHIP OF OUR LOGO

4.1 You acknowledge our legal ownership of our Logo. Your entitlement to display our Logo is limited to the materials comprised in the Approved Use on the express terms of our Permission and these Conditions. No other right to our Logo, express or implied, is granted to you by virtue of our Permission and we reserve all rights in our Logo including the right to revoke the Permission at any time.

4.2 You agree that you shall not do anything inconsistent with our legal ownership of our Logo and that all goodwill in our Logo generated by the Approved Use of it shall enure to our benefit and you will, on request, sign a confirmatory assignment to that effect.

4.3 You undertake not to take any action which may prejudice the distinctiveness or validity of, or otherwise adversely affect our Logo or our title to our Logo.

5. WARRANTIES INDEMNITIES AND INFRINGEMENT

5.1 We warrant that we have the right to give you our Permission subject to these Conditions.

5.2 We give you no warranty as to the validity of our Logo. Nor do we warrant that our Permission is given absent conflicting third party rights in any part of the Territory.

5.3 You warrant to us that you have and retain at all times during the Term the right to make your Application and to accept and be bound by the terms of our Permission and these Conditions.

5.4 You will indemnify us and keep us indemnified against any liability incurred or suffered by us, which arises any use by you of our Logo which is not in accordance with our Permission or these Conditions, including as a result of any

claim or infringement of any Intellectual Property Rights of a third party, resulting from such improper use of our Logo.

5.5 You shall immediately give notice to us of any relevant claims or proceedings brought against you or of any infringement or suspected infringement of our Logo as they arise. We shall be entitled, but shall not be obliged, to take whatever legal action we decide upon in our sole discretion to prevent or deal with such infringements or in relation to such proceedings (unless we notify you in writing otherwise) and you shall provide us, at the your expense, with all such co-operation and assistance as we may request.

6. TERMINATION

6.1 Subject to sub-clauses 6.2 below, our Permission shall expire on the earlier of the ending of the Term or your receipt of any notification we give to you, for whatever reason, that our Permission is terminated.

6.2 This clause 6.2 and clauses 5, 7, 9 and 10 shall survive termination or expiry of our Permission.

7. CORRESPONDENCE FOR NOTICES

7.1 All notices to be given by us under these Conditions shall be in email and delivered to the email addressee given by you in your Application and shall be effective notwithstanding any change of your address or email address not notified to us.

7.2 All notices given by you under these Conditions shall be in email to the delegated England Touch personnel responsible for supplying and managing these Conditions.

8. ASSIGNMENT, ETC.

Our Permission is personal to you and you cannot assign, transfer, sub-license, mortgage, pledge, charge, or in any other way encumber or dispose of or purport to encumber or dispose of your rights or obligations under our Permission or these Conditions.

9. GENERAL

The following clauses shall apply save and unless the Main Agreement otherwise provides:

9.1 Nothing in these Conditions shall constitute or be deemed to constitute a partnership or joint venture between you and us or constitute or be deemed to constitute either you or us as the agent of the other for any purpose whatsoever and neither you nor we shall have authority or power to bind the other or to contract in the name of the other in any way or for any purpose.

9.2 No amendment of our Permission or these Conditions shall be valid or binding unless made by prior written agreement between you and us.

9.3 No waiver by us of a breach or a default hereunder shall be effective unless in writing and signed by us and no such waiver shall be deemed to be a waiver of any subsequent breach or default of the same or similar nature. No failure or delay by us in exercising any rights, power or privilege under these Conditions shall operate as a waiver thereof nor shall any single or partial exercise by us of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

9.4 To the fullest extent permitted by law all provisions of these Conditions shall be severable and no provision shall be affected by the invalidity or un-enforceability of any other provision hereof.

9.5 Our Permission, your Application and these Conditions represents the entire understanding between the parties and together supersede all prior agreements, whether oral or written, between the parties in relation to its subject matter. You agree you have not made your Application or agreed to these Conditions on the basis of, or in reliance upon, any statement or representation (whether negligent or innocent) except those expressly contained our Permission and these Conditions. This sub-clause does not apply to any statement or representation made fraudulently.

9.6 No person other than you has or shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of our Permission.

10. LAW AND JURISDICTION

10.1 If and to the extent that Our Permission applies in the USA, it shall be interpreted in accordance with the laws of England and Wales and any dispute or other matter arising hereunder shall at our option be subject to the exclusive jurisdiction of the English or US courts. If we sue you for breach of our Permission and/or these Conditions and obtain a judgment holding you to be in breach, then you shall pay to us our reasonable attorney fees and costs incurred in such suit and shall raise no objection to the court adding such amount to the judgment in the suit.

10.2 In any other case, our Permission and these Conditions shall be interpreted in accordance with the laws of England and Wales and any dispute or other matter arising hereunder shall be subject (and you submit) to the exclusive jurisdiction of the English Courts.