



# SOFT DRINKS

**RULES FOR USING  
A.G. BARR'S BRANDS**

**VERSION 1**  
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## BACKGROUND:

We are owners and licensees of some of the best-loved brands in the UK and beyond; including IRN-BRU, Rubicon and Strathmore. Our brands are important business assets which we've spent a great deal of time and effort developing. This document sets out the rules for using our brands. It covers all aspects of our brands (including trade names, trade marks, logos, get-up and other distinctive features) and all uses of our brands (including online). If you wish to use any of our brands 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 our brand(s).
- If we grant you permission to use our brand(s), 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 our brand(s), or via branded channels (e.g. a Rubicon Facebook page), complies with all local laws; and
  - Wherever possible, use the registered trade mark symbol in superscript after using any registered trade mark. For example: IRN-BRU®



## DON'TS

- Don't register a company name featuring our brand(s) (e.g. Strathmore Water Distribution Ltd).
- Don't register a domain name (or related email address), trade mark, or any other type of intellectual property, related to our brand(s) 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 our brand(s) - 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 our brand(s), or via 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 our brand(s) in any way.



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## AND A FEW SPECIFIC RULES FOR WEBSITES:

- If you want to feature our brand(s) 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 our brand(s); or
  - Create a webpage dedicated exclusively, or mainly, to our brand(s) on a new or existing website not dedicated exclusively, or mainly, to our brand(s).
- If we grant you permission to launch a website dedicated exclusively, or mainly, to our brand(s), the following rules apply:
  - We will purchase the domain name(s) 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 our brand(s) notwithstanding your use. We will own all intellectual property rights, and any goodwill, in any content you produce or publish featuring our brand(s) or via 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 our brand(s) including supplying any log-in details (including password and password recovery information) and user information/documentation in English); and (ii) otherwise stop using our brand(s) 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?

Please contact us via our "General Enquiries" contact form - available at: [www.agbarr.co.uk/contact-us/](http://www.agbarr.co.uk/contact-us/)