

# Terms and Conditions for SCAN YOUR SKIN trademark to be included on the SCAN YOUR SKIN website.

In these terms and condition, the **SCAN YOUR SKIN trademark** means the trademark SCAN YOUR SKIN in word format and the SCAN YOUR SKIN logos approved by the College.

#### Introduction

- 1. These terms and conditions apply to your use of the SCAN YOUR SKIN trademark.
- 2. If you use the SCAN YOUR SKIN trademark, you are agreeing to these terms and conditions.
- 3. If you do not agree to these terms and conditions, you must not use the SCAN YOUR SKIN trademark.

### The SCAN YOUR SKIN trademark

- 4. The SCAN YOUR SKIN trademark is owned by Skin Cancer College of Australasia Ltd ("the College").
- 5. The SCAN YOUR SKIN trademark, in both word and logo format, is a registered trademark or the subject of pending trademark applications in Australia and New Zealand.
- 6. You acknowledge that the SCAN YOUR SKIN trademark is a trademark of the College, and that you have no ownership rights in this trademark. Your only right to use this trademark is pursuant to the terms in this document.

# For Members only

- 7. Only members of the College may use the SCAN YOUR SKIN trademark.
- 8. If you are not a member of the College, then you must not use the SCAN YOUR SKIN trademark.
- 9. However, if you are not a member of the College, you may distribute brochures and use other materials provided to you by the College. You must not create your own brochures, posters, emblems or the like that use the SCAN YOUR SKIN trademark or other marks that are substantially identical or deceptively similar to the SCAN YOUR SKIN trademark.
- 10. The licence set out in these terms and conditions is personal to you. You must not transfer or sublicence the rights set out in these terms and conditions.

## **Proper Use**

- 11. You must follow the published guidelines and written directions of the College as to how to use the SCAN YOUR SKIN trademark.
- 12. You must only use the SCAN YOUR SKIN trademark in conjunction with the promotion of skin cancer detection and prevention.
- 13. You may use the SCAN YOUR SKIN trademark on your practice website, in patient information brochures, in practice newsletters, and on your office door or window, provided that you comply with these terms and conditions. Please contact the College for approved JPEG images of the SCAN YOUR SKIN trademark that are approved for use.



- 14. You must not use the SCAN YOUR SKIN trademark in respect of goods or services other than your services as a medical practitioner.
- 15. You must not use the SCAN YOUR SKIN trademark on merchandise, such as shirts, mugs and pens, unless you have written permission from the College to do so.
- 16. You must not sell or charge for any item on which the SCAN YOUR SKIN trademark is affixed or used.
- 17. You must not change the SCAN YOUR SKIN trademark or combine it with another logo or with other words.
- 18. You must not register any domain name, business name or trade mark that is substantially identical or deceptively similar to any trade mark owned by the College, including the SCAN YOUR SKIN trademark.

# **Your Conduct While Using the SCAN YOUR SKIN trademark**

- 19. You must not do anything to bring the College into disrepute.
- 20. If you publicly criticise the College, if you take actions that are contrary to the teachings of the College, or if you breach a provision of these terms and conditions, the College may terminate your licence to use the SCAN YOUR SKIN trademark upon notice to you.

#### **Termination**

- 21. The College may immediately terminate your license to use the SCAN YOUR SKIN trademark if you breach any of these terms and conditions, or without cause upon 60 days' notice to you.
- 22. Your license to use the SCAN YOUR SKIN trademark terminates if you cease to be a member of the College.
- 23. If your license to use the SCAN YOUR SKIN trademark terminates, then you must stop using the SCAN YOUR SKIN trademark. However you may continue to distribute brochures and use posters that are produced by the College.

#### **General**

- 24. If someone makes a claim against the College or sues the College because of your conduct, your use of the SCAN YOUR SKIN trademark, or statements made by you, then you must reimburse the College for all reasonable costs and expenses dealing with the claim or legal action and also must reimburse the College for any payment made in respect of the claim or legal action.
- 25. This document is made pursuant to the laws of Queensland, Australia.