

Licensee:

Date:

Positive



Colour



Reverse



LICENCE AGREEMENT

This LICENCE AGREEMENT is entered into between

THE AUSTRALIAN INDUSTRY GROUP (Ai Group) ABN 76 369 958 788 (“Licensor”), a registered organisation of employers incorporated under the federal Workplace Relations Act 1996 and having its registered office at 51 Walker Street North Sydney NSW 2060 Australia,

and

the Party referred to in the Schedule as the Licensee (“Licensee”)

and is effective as of the Effective Date.

WHEREAS:

- A. Licensor has acquired all the rights title and interests in and to the “HD Tick” Logo Minimum Requirements, Guidelines and Trade Mark from the original owner Australian Electrical & Electronic Manufacturers’ Association Limited (AEEMA);
- B. Licensor is now the owner of the registered Trade Mark;
- C. Licensor and Licensee wish to enter into this Agreement, which sets forth the terms and conditions under which Licensor grants to Licensee certain rights with respect to the Trade Mark.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Interpretation and Definitions

For purposes hereof, the following terms shall have the respective meanings provided.

- 1.1 “**Agreement**” shall mean this Licence Agreement, including all Annexures attached hereto, and any and all amendments to this Agreement and/or such Annexures.
- 1.2 “**Brand**” shall mean the trade name or names under which Licensee is putting its products into the market and for which Licensee desires to enter into this Agreement, as specified in Annexure F. A Brand includes any sub-Brands which incorporate the Brand as a primary element of the name of the sub-Brand.
- 1.3 “**Effective Date**” shall mean the date on which this Agreement becomes effective being the date specified on the last page of this Agreement or the date on which payment of the initial fee has been made, whichever is later.
- 1.4 “**Fee**” means the logo administration fee payable by Licensee to Licensor under clause 5 of this Agreement.
- 1.5 “**HD Television**” shall mean a product that complies with the Minimum Requirements.

- 1.6** **“HD Tick Logo” or “Trade Mark”** shall mean the trade mark (registered or unregistered) known as the “HD Tick” Logo, as described in Annexure D.
- 1.7** **“Minimum Requirements”** shall mean the requirements in relation to the use of the Trade Mark as specified in Annexure A, including any revisions thereto that may be notified from time to time by Licensor as specified in Clause 4.
- 1.8** **“Testing and Verification Procedure”** shall mean the procedure for testing and verification by Licensee of its products for compliance with the Minimum Requirements according to the guidelines and record formats as specified in Annexure B.
- 1.9** **“Usage Guidelines”** shall mean the “HD Tick” Logo Usage Guidelines specified in Annexure E including any revisions as may be made thereto from time to time, and communicated with reasonable written notice to Licensee, by Licensor.
- 1.10** **“Insolvency Event”** means in relation to a party:
- (a) bankruptcy proceedings are commenced against a party, or a party is declared bankrupt;
 - (b) any step is taken to enter into any scheme of arrangement between a party and its creditors;
 - (c) any step is taken by a mortgagee to enter into possession or dispose of the whole or any part of a party’s assets or business;
 - (d) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, an administrator or other like person to a party;
 - (e) a party suspends payment of its debts generally; or
 - (f) a party is or becomes unable to pay its debts when they are due or a party is or is presumed to be insolvent for the purposes of any provision of the *Corporations Act 2001* (Cth);
- 1.11** **“Sign”** shall mean any trademark, service mark, trade name, logo or other indicia of ownership.

2. Licence

- 2.1** The Licensor grants to Licensee a non-exclusive, non-transferable right, without the right to sublicense (other than as specified in Clause 2.3), during the term hereof, to use in Australia only the Trade Mark for the Brands as specified in Annexure F solely
- (a) on HD Television;
 - (b) on packing materials that accompany HD Television;
 - (c) in advertising and other sales and marketing literature relating to HD Television, including catalogues or brochures, and user manuals for HD Television; and
 - (d) in electronic images (such as websites) associated with HD Television.
- 2.2** The “HD Tick” Logo shall be used only in the form and manner specified in the Usage Guidelines. Licensee is strictly prohibited from using the “HD

Tick” Logo or Trade Mark in any form other than that which is specifically set forth in the Usage Guidelines.

- 2.3** Licensee may sublicense its distributors and retailers to use the “HD Tick” Logo solely in respect of HD Televisions of the Licensee and solely in accordance with this Clause 2, excluding any right to sublicense. Licensee shall make all reasonable efforts to ensure that its distributors' and retailers' usage of the “HD Tick” Logo in advertising, promotional materials, catalogues or brochures offering Licensee's HD Televisions for sale or otherwise shall comply with the Usage Guidelines and this Clause.
- 2.4** Notwithstanding anything in this Agreement to the contrary, if Licensee develops, manufactures, sells, uses or otherwise disposes of products that do not comply with the Minimum Requirements, the license of the Trade Mark granted in this Agreement shall not apply with respect to such non-compliant products.
- 2.5** Licensee shall not register any Sign which resembles or is confusingly similar to, or deceptive or misleading with respect to the Trade Mark, or which may dilute the Trade Mark nor use any such Sign which could reasonably be deemed to resemble, be confusingly similar to, or deceptive or misleading with respect to the “HD Tick” Logo, or Trade Mark or which could reasonably be deemed apt to dilute the Trade Mark. If Licensee uses any Sign which, in Licensor’s reasonable opinion, resembles, is confusingly similar to, or deceptive or misleading with respect to the “HD Tick” Logo, or Trade Mark or which may dilute the Trade Mark, Licensee shall, as soon as reasonably practical but in any event within thirty (30) days upon receiving a written request from Licensor, permanently cease such use.
- 2.6** Licensor shall bear the expense of obtaining and maintaining any Trade Mark or other intellectual property registrations applicable to the “HD Tick” Logo.
- 3. Self-certification**
- 3.1** Licensee must ensure that all of its products bearing or marketed using the Trade Mark shall conform to the applicable Minimum Requirements and that all uses of the Trade Mark shall fully comply with the Usage Guidelines.
- 3.2** Licensee agrees that it will not sell, market, promote or distribute a product bearing the Trade Mark that is not in full compliance with the applicable Minimum Requirements.
- 3.3** Licensee agrees that it shall, prior to the initial sale of a product, test the product at its own quality assurance facility according to the Testing and Verification Procedure. If, in Licensee’s reasonable judgment, the result of the testing and verification is that such product fails to comply with the applicable Minimum Requirements, Licensee shall not sell, market, promote or distribute such non-compliant product with the Trade Mark. Licensee shall keep records of the tests conducted in the format as defined in the Testing and Verification Procedure. Upon request in writing and on reasonable notice of Licensor, Licensee shall provide these test records to Licensor.

- 3.4** Licensee shall submit to Licensor twice a year on July 31 and January 31 at the latest a declaration listing the products that comply with the Minimum Requirements and that were placed on the market in the preceding six (6) months period starting January 1 and July 1 respectively. The declaration shall be according to the format defined in Annexure C.
- 3.5** If at any time during the term hereof, Licensor determines, in its sole reasonable judgment that Licensee may be selling, marketing, promoting or distributing a product with the Trade Mark that is not in full compliance with the applicable Minimum Requirements, then at the request of Licensor, Licensee shall forthwith cease use of the Trade Mark on or in connection with the marketing, promotion or distribution of the non-compliant products and withdraw the Trade Mark from the non-compliant products.
- 3.6** If Licensee does not comply with the request of the Licensor under clause 3.5, Licensor shall have the right to terminate the rights relating to the Trade Mark granted to Licensee under this Agreement with respect to the product upon thirty (30) days' prior written notice to Licensee if the breach shall not have been remedied within this thirty (30) day period, as set forth in Clause 9.2 below.
- 3.7** The right of termination set forth in Clause 3.6 above shall not be exclusive of any other remedies or means of redress to which the Licensor may be lawfully entitled, and all such remedies shall be cumulative. Upon termination of the Licensee's rights pursuant to Clause 3.6, all rights of Licensee granted hereunder relating to the "HD Tick" Logo or Trade Mark with respect to the product that failed to meet the Minimum Requirements shall cease and the termination procedures set forth in Clause 9.6 below shall apply to such termination but without otherwise affecting this Agreement in relation to compliant products.

4. Revisions

- 4.1** Licensor may notify Licensee from time to time of revisions, supplements or updates ("**Revisions**") to the Minimum Requirements and / or the Testing and Verification Procedure. Where such a Revision does not require material modifications to product designs or manufacturing processes, Licensee shall only use the "HD Tick" Logo in respect of products that comply with such Revisions within ninety (90) days after written notice from Licensor for all products placed on the market after such notice period. For all other Revisions Licensee shall only use the "HD Tick" Logo in respect of products that comply with such Revisions within eighteen (18) months after written notice from Licensor for all products placed on the market after such notice period.

5. Logo administration fee

- 5.1** In consideration of the licenses granted hereunder, subject to the terms and conditions and with the limitations set forth herein, Licensee agrees to pay to Licensor the Fee of twelve thousand five hundred Australian dollars (AUD\$12,500) for the first year of this Agreement, and thereafter a Fee of six thousand two hundred and fifty Australian dollars (AUD\$6,250) per annum. The Fee covers up to three (3) Brands as listed in Annexure F. Whenever a Licensee would like to obtain a license for more than three (3)

Brands, Licensee shall enter into one or more additional Agreements. The licence rights granted to the Licensee under this Agreement shall not become effective until Licensor has received the applicable Fee from Licensee.

- 5.2** The annual Fee specified in Clause 5.1 (as may be varied in accordance with Clause 5.3) shall be payable in advance, on the date of this Agreement as specified on the last page of this Agreement and on each anniversary date of this Agreement.
- 5.3** Upon providing ninety (90) days written notice to the Licensee, and not more than once yearly, the Licensor may increase the annual Fee. Any such increase shall not exceed ten (10) percent of the applicable Fee at that time of the increase.
- 5.4** In this Clause 5:
- (a) **GST** means GST as defined in *A New Tax System (Goods and Services Tax) Act 1999* as amended (**GST Act**) or any replacement or other relevant legislation and regulations;
 - (b) words or expressions used in this Clause which have a particular meaning in the **GST law** (as defined in the GST Act, and also including any applicable legislative determinations and Australian Taxation Office public rulings) have the same meaning, unless the context otherwise requires;
 - (c) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member;
 - (d) any reference to an input tax credit entitlement by a party includes any corresponding input tax credit entitlement by the representative member of any GST group of which that party is a member; and
 - (e) if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.
- 5.5** Unless GST is expressly included, the consideration to be paid or provided under any other Clause of this Agreement for any supply made under or in connection with this Agreement does not include GST.
- 5.6** To the extent that any supply made under or in connection with this Agreement is a taxable supply, the GST exclusive consideration otherwise to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST exclusive consideration is otherwise to be paid or provided. A party's right to payment under this Clause is subject to a valid tax invoice being delivered to the recipient of the taxable supply.
- 5.7** To the extent that one party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.

6. Information

- 6.1** Licensee shall comply with Licensor's reasonable requests for cooperation in connection with Licensor's efforts regarding the enforcement or protection of Licensor's rights and interests in the Trade Mark.
- 6.2** Licensee authorises Licensor to make the Brand(s) listed in Annexure F public.

7. Ownership of the Trade Mark

- 7.1** Licensee acknowledges that this Agreement does not transfer or convey to Licensee ownership of, or any intellectual property rights or other rights in, any part or content of the Trade Mark except as expressly set forth herein. Use of the Trade Mark (if Licensee has been granted the license to use the Trade Mark) by Licensee shall inure solely to the benefit of the Licensor, as owner of all rights in and to the "HD Tick" Logo or Trade Mark. Upon termination of this Agreement, no monetary amounts shall be assigned as attributable to any goodwill associated with such Licensee's use of the Trade Mark.
- 7.2** Licensor hereby reserves all rights not herein expressly granted by this Agreement. Such reserved rights are the sole and exclusive property of the Licensor.

8. Warranty and Disclaimer

- 8.1** Other than the express warranties set out in this Agreement, all express, statutory or implied conditions and warranties are excluded to the extent permitted by law. Subject to any conditions and warranties that cannot be legally excluded:
- (a) LICENSOR MAKES NO REPRESENTATION OR WARRANTY AS TO THE VALUE OR UTILITY OF THE TRADE MARK AND THE INFORMATION TO BE SUPPLIED TO LICENSEE PURSUANT TO THIS AGREEMENT, SUCH AS BUT NOT LIMITED TO THE MINIMUM REQUIREMENTS, THE USAGE GUIDELINES, IF ANY, OR THE ABILITY OF LICENSEE TO MAKE USE THEREOF TO SECURE INTERCHANGEABILITY WITH OTHER HD TELEVISION.
 - (b) LICENSOR MAKES NO WARRANTY WHATSOEVER THAT THE USE OF INFORMATION SUPPLIED BY LICENSOR DOES NOT INFRINGE OR WILL NOT CAUSE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OWNED OR CONTROLLED BY ANY PERSON.
 - (c) LICENSEE UNDERSTANDS AND AGREES THAT THE LICENSOR MAKES NO WARRANTY WHATSOEVER THAT ANY MANUFACTURE, USE, SALE, LEASE OR OTHER DISPOSAL OF HD TELEVISION WILL BE FREE FROM INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.
 - (d) LICENSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, AND EXPRESSLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY EQUIVALENTS UNDER THE LAWS OF ANY

JURISDICTION THAT MIGHT ARISE FROM ANY ACTIVITIES OR
INFORMATION DISCLOSURES RELATING TO THIS AGREEMENT.

- 8.2** To the extent permitted by law, liability under any condition or warranty which cannot legally be excluded is limited to:
- (a) in the case of goods:
 - i. the replacement of the goods or the supply of equivalent goods;
 - ii. the repair of the goods;
 - iii. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - iv. the payment of the cost of having the goods repaired; and
 - (b) in the case of services:
 - i. supplying the services again; or
 - ii. paying the cost of having the services supplied again.
- 8.3** The Licensor warrants that the use by the Licensee of the Trade Mark as permitted by and in accordance with this Agreement shall not infringe the intellectual property rights of a third party.
- 8.4** Nothing in this Agreement shall be construed as imposing on Licensor an obligation to take any action to protect its intellectual property rights or other interests in the Trade Mark.
- 8.5** Licensee acknowledges and agrees that Licensor shall not be liable for the actions of any government official, agency or other authority with respect to the enforcement of any law or regulation applied or relating to HD Televisions
- 8.6** Subject to Clause 8.2, neither party shall be liable to the other in respect of any loss of profits, expectation, goodwill, business opportunity, data or revenue or any type of special, indirect or consequential loss (including loss or damage suffered as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the relevant party had been advised of the possibility of the other party incurring the same.
- 8.7** Subject to Clause 8.2 and to the extent permitted by law, in no event will the Licensor's liability for breach of, or otherwise arising under or in connection with, this Agreement, arising on any grounds (including in contract, tort, or under statute) exceed the amount of the Fees paid by the Licensee under Clause 5 of this Agreement.
- 8.8** The Licensee indemnifies and keeps indemnified the Licensor against (i) all losses and liabilities incurred by Licensor, and (ii) all costs actually payable by Licensor to its own legal representatives (whether or not under a costs agreement) and other expenses incurred by Licensor in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal), arising directly or indirectly as a result of or in connection with the use by the Licensee or its sublicensees of the "HD Tick" Logo or Trade Mark other than in accordance with this Agreement.

9. Term and Termination

- 9.1** This Agreement shall become effective as of the Effective Date and shall continue in force for an indefinite term, unless terminated earlier.
- 9.2** Either party may terminate this Agreement at any time on thirty (30) days' written notice to the other party in the event that the latter party materially breaches or fails to perform any material obligation under this Agreement and such default is not remedied within thirty (30) days after notice is given specifying the nature of the default. Such right of termination shall not be exclusive of any other remedies or means of redress to which the non-defaulting party may be lawfully entitled, and all such remedies shall be cumulative. Licensee may terminate this agreement at any time on sixty (60) days' prior written notice to Licensor.
- 9.3** Licensee hereby agrees that the use of the "HD Tick" Logo and Trade Mark in any way not in compliance with the Minimum Requirements or the "Usage Guidelines, or the non-timely payment of the annual Fee shall each constitute a material breach of this Agreement.
- 9.4** The Licensor may terminate this Agreement at any time on written notice to the Licensee in the event the Licensee is subject to an Insolvency Event.
- 9.5** Upon termination or expiry of this Agreement for any reason:
- (a) all licences and other rights granted to the Licensee under this Agreement immediately cease;
 - (b) Licensee must immediately discontinue the use of the "HD Tick" Logo or Trade Mark; and
 - (c) Licensee must use its best endeavours to ensure all of its distributors and retailers cease use of the Trade Mark in respect of the Licensee's products, and without limitation must request its dealers and retailers to remove the Trade Mark from all current floor stock of the Licensee's products and to cease promoting the Trade Mark in connection with the Licensee's products.

10. Audits and compliance

- 10.1** Licensee acknowledges that Licensor will undertake regular audits of products displaying the Trade Mark in store, and that a sample of these products will be independently tested to ascertain whether the products comply. The Licensee must provide to the Licensor such a sample for the purposes of testing in accordance with this Clause 10.1 on request by the Licensor.

- 10.2 The Licensee must provide to the Licensor or its agent the following on request for any products in respect of which the “HD Tick” Logo or Trade Mark is used by the Licensee:
- (a) Completed Annexure B: Testing and Verification Procedure
 - (b) Completed Annexure C: Compliance Declaration
 - (c) Documentary evidence that the product has been certified as compliant to HDMI and HDMI specification
 - (d) Documentary evidence that the product has been certified by Dolby Laboratories.
- 10.3 In the event that a product is found not to be compliant with the Minimum Requirements, Licensor will notify the Licensee that a particular model is not compliant.
- 10.4 The Licensee must then remove the Trade Mark from the model specified in Clause 10.3, in stores and in its warehouse and any other premises where the products are stored, within 30 days from the date of that notice.
- 10.5 The Licensee must publish an announcement in trade and dealer publications informing dealers of a non-compliance error referred to in Clause 10.3 and requesting the dealer or retailer to remove the Trade Mark from all current floor stock of the model referred to in Clause 10.3 and to cease promoting the “HD Tick” Logo or Trade Mark with that model.
- 10.6 The Licensee will provide to Licensor within the 30 day period referred to in Clause 10.4 copies of the published notice, advice to staff, letters to dealers and other documents and correspondence demonstrating the action taken as required by this Clause 10.
- 10.7 Licensee acknowledges that Licensee's breach of any of the terms of this Agreement shall cause irreparable damage to Licensor and the Trade Mark, and that monetary damages alone would not be a sufficient remedy for a breach of this Agreement (other than a breach of any obligation to pay fees or charges). In addition to any other remedy which may be available in law or equity, Licensor is entitled to interim, interlocutory and permanent injunctions or any of them to prevent breach of this Agreement and to compel specific performance of it.
- 10.8 Without prejudice to the right to claim damages and the other rights arising from a Licensee's breach of any of the terms of this Agreement, Licensor shall be entitled to collect from Licensee immediately due and payable damages in an amount of two thousand five hundred Australian dollars (AUD\$2500) for each occurrence and/or day that any breach (other than a breach of any obligation to pay fees or charges) continues (i) for more than 30 days after notice by the Licensor requiring the breach to be remedied or, (ii) in the case of notification of non-compliance of a product as referred to in Clause 10.3, for more than the 30 day notice period referred to in Clause 10.4.

11. Notices

- 11.1 Wherever provision is made in this Agreement for the giving of any notice or communication, such notice or communication shall be in writing and shall be deemed to have been duly given if mailed by airmail, postage prepaid, addressed to the party entitled to receive the same or delivered to such party,

or sent by facsimile transmission, by e-mail, or sent by courier, in each case to the attention of the individual acting on behalf of such party and at such address as specified as the Contact Details at the end of this Agreement.

- 11.2 Notice shall be deemed to have been given on the day that it is so delivered personally or sent by facsimile transmission and confirmation of successful transmission is received or, if sent by courier, shall be deemed to have been given two business days after delivery by the courier company, or if mailed, ten business days following the date on which such notice was so mailed.

12. Miscellaneous

- 12.1 Licensee agrees that it is not authorized to bring any actions for unauthorized use or infringement of the Trade Mark. Licensee will notify Licensor immediately should it learn of any such unauthorized use or infringement by any entity. Licensor shall have the option, at its own expense, to assume the defence of any suit or action brought against Licensee that challenges or concerns the validity of any right granted by Licensor hereunder. Licensor shall be entitled to all proceeds resulting from any such suit or action.
- 12.2 Licensor represents and warrants that it has the right to enter into this Agreement and to grant a license to Licensee pursuant to the terms.
- 12.3 This Agreement and the rights granted hereunder shall be personal to Licensee and shall not be assigned, transferred, sold, pledged, divided or made subject to any lien, charge, security interest or encumbrance of any kind or manner. Other than as expressly set out in this Agreement, Licensee shall not have the right to sublicense any rights granted hereunder.
- 12.4 Licensor shall have the right to assign this Agreement, at any time during the term thereof, to any other entity that succeeds Licensor in its function as the licensor of the Trade Mark, upon prior written notice to Licensee.
- 12.5 This Agreement shall be governed and construed, and any matters relating to this Agreement shall be decided, according to the laws of New South Wales, Australia.
- 12.6 Licensee agrees and acknowledges that all disputes between the parties hereto arising out of or in connection with the interpretation or execution of this Agreement, shall be finally settled by the courts of New South Wales; and each party to this Agreement hereby irrevocably consents to the exclusive jurisdiction of such courts.
- 12.7 This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them and neither of the parties shall be bound by any conditions, definitions, warranties, waivers, releases or representations (either expressed or implied) with respect to the subject matter of this Agreement, other than expressly set forth herein (including the Annexures hereto), or as duly set forth on or subsequent to the date hereof in writing signed by a duly authorized representative of the party to be bound thereby.

12.8 This Agreement shall not be varied, modified, amended or nullified by any means except in writing signed by a duly authorized representative of each party.

12.9 This Agreement may be executed in counterparts (including facsimile transmission) each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

LICENSOR:

LICENSEE:

The Australian Industry Group

[insert full legal name of licensee]

.....

.....

Name:

Name: *[insert full name of authorised signatory]*

Date signed:

Date signed:

Licensor Details:

Licensee Details:

The Australian Industry Group	
Attn: Tony Pensabene	Attn:
Associate Director-Economic Services	
Street Address: 20 Queens Rd Melbourne Victoria Australia 3044	Street Address:
OR	
PO Box 7622 Melbourne Victoria Australia 8004	
Email: tonyp@aigroup.asn.au	Email:
Telephone: 03 9867 0111 Fax: 03 98670195	Telephone: Fax:

Date of Agreement /Effective Date:

Attachments:

ANNEXURE A: Minimum Requirements for High Definition Digital Televisions

ANNEXURE B: Testing and Verification Procedure

ANNEXURE C: Compliance Declaration

ANNEXURE D: "HD Tick" Logo and Trade Mark

ANNEXURE E: Usage Guidelines

ANNEXURE F: Brands covered by this Agreement

ANNEXURE A: Minimum Requirements for High Definition Digital Televisions

SCOPE

The application scope of the “HD Tick” Logo Minimum Requirements for High Definition Digital Televisions are High Definition display devices with integrated digital High Definition reception capability for DVB Terrestrial digital TV signals.

REQUIREMENTS FOR THE “HD TICK” LOGO

A television has to cover the following requirements to be awarded the “HD Tick” Logo:

- Minimum native resolution of the display is equal to or better than 720 active vertical scanning lines (720p)
- The television has a built-in High Definition DVB-T digital tuner and is registered as a compliant product with DVB
- the High Definition DVB-T digital tuner conform to the Australian Digital Terrestrial Receiver Standard (current version AS 4933.1 - 2005)
- Display device accepts HD input via High Definition Multimedia Interface (HDMI) and supports content protection via High-bandwidth Digital Content Protection (HDCP)
- Certification of HDMI with HDCP, as specified by HDMI Licensing, LLC
- Provides Dolby AC3 multi-channel audio out on a consumer electrical or optical digital audio interface
- Certificate of Approval as provided by Dolby Laboratories
- High Definition receiver software is capable of being updated by at least one of the following methodologies:
 - DVB-SSU - Over the Air System Software Update (Australian specifications);
 - Via PC to either a USB or RS-232 serial port;
 - Via another interface (please specify)?

ANNEXURE B: Testing and Verification Procedure

1. PURPOSE & SCOPE

This “HD Tick” Logo Testing and Verification Procedure defines the basic compliance testing and verification procedure details specifying how a Licensee shall self-certify a product for conformance to the “HD Tick” Logo Minimum Requirements as defined in this Agreement.

The “HD Tick” Logo Testing and Verification Procedure is limited to evaluation of the compliance of the product with the “HD Tick” Logo Minimum Requirements as defined in this Agreement and is not designed to test or confirm the overall performance of the product.

Each Licensee remains solely responsible for ensuring that its products function correctly, fully comply with the claimed specifications, and interoperate with other products.

The Licensee shall be solely responsible for all testing, testing results, and the correct declaration thereof.

2. TECHNICAL REFERENCES

- a) Australian Digital Terrestrial Receiver Standard AS 4933.1-2005
- b) Digital CEnergy Australia - Test Specification for Digital TV Receiver's Compliance to Australian Minimum Requirements – Report Number DCESP1000
- c) HDMI Compliance Testing Policies and Procedures v1.0 and above
- d) HDCP – Intel “High Bandwidth Content Protection System” rev 1.0 and 1.1
- e) Consumer electrical or optical digital audio interface – as defined per IEC 60958-1 Edition 2.0 (2004-03) “Digital audio interface – Part 1: General” IEC 60958-3 Edition 2.0 (2003-01) Digital audio interface – Part 3: Consumer applications” and applicable parts of IEC 61937 “Digital Audio Interface for non-linear PCM encoded audio bit streams applying IEC 60958.

3. TEST RECORD FORMAT

Brand:

Model(s):

(Multiple entries only applicable for models built on same platform)

Test record filing date:

Description of the major features of the television:

Screen technology & sizes:

Screen resolution:pixels xlines progressive/interlaced

Other key features:

For a television to comply with the requirements of the “HD Tick” logo, a ‘Yes’ response is required for each of the following questions:		Yes	No
1.	Does the display or the display engine adequately support – using either a fixed vertical pixel count of at least 720 pixels (RGB triplets) or at least 720 active vertical scanning lines – each of the following HD video formats and timings: 1280 pixels x 720 lines @ 50 Hz progressive format (720p/50 frames) as defined in SMPTE 296 revision M or in a later backward compatible revision And 1920 pixels x 1080 lines @ 50 Hz interlaced format (1080i/50 fields) as defined in SMPTE 274 revision M or in a later backward compatible revision		
2.	Does the television have a built-in High Definition DVB-T digital tuner?		
3.	Is the television registered as a compliant product with DVB?		
4.	Does the High Definition DVB-T digital tuner conform to the Australian Digital Terrestrial Receiver Standard (current version AS 4933.1-2005)?		
5.	Does the television accept an HD input via a High Definition Multimedia Interface (HDMI) with High-bandwidth Digital Content Protection (HDCP)?		
6.	Has the HDMI with HDCP input(s) been certified to the specifications required by under licence to HDMI Licensing, LLC?		
7.	Does the television provide Dolby AC3 multi-channel audio out on a consumer electrical or optical digital audio interface?		
8.	Does the television have a certificate of approval from Dolby Laboratories?		
9.	Can the DVB-T receiver software be updated by at least one of the following methodologies: <ul style="list-style-type: none"> o DVB-SSU - Over the Air System Software Update (Australian specifications); o Via PC to either a USB or RS-232 serial port; o Via another interface (please specify)? 		

ANNEXURE C: Compliance Declaration

LICENSEE / SUBMITTER INFORMATION

Name:

Title:

Company Name:

Address 1:

Address 2:

Postal Code:

City:

Country:

Telephone:

Fax:

Email:

TELEVISION INFORMATION

Brand:

Model(s):

(Multiple entries only applicable for models built on same platform)

Test record filing date:

Description:

Screen technology:

Screen size(s):

Screen resolution:pixels xlines progressive/interlaced

DECLARATION

Licensee / submitter declares that the television receivers listed in this declaration have been tested according to the "HD Tick" Logo Testing and Verification Procedure and have been found to be in compliance with the HD Logo Minimum Requirements.

Signed:

Dated:

ANNEXURE D: “HD Tick” Logo or Trade Mark

Positive



Colour



Reverse



ANNEXURE E: Usage Guidelines

These “HD Tick” Logo Usage Guidelines describe the correct use of the “HD Tick” Logo. Because the “HD Tick” Logo represents a recognized quality it is a valuable asset. Therefore it is important that the branding identity maintain the same quality. These guidelines should be carefully applied before incorporating the “HD Tick” Logo into your product or related support materials.

USE OF THE “HD TICK” LOGO

The “HD Tick” Logo may be used only by Licensees who have entered into the “HD Tick” Logo License Agreement with Licensor (as well as their distributors and resellers pursuant to the “HD Tick” Logo License Agreement). The “HD Tick” Logo may only be used as set forth in these guidelines and in the Agreement. The “HD Tick” Logo may only be used in connection with the promotion of the “HD Tick” television receivers, being products that are compliant with the “HD Tick” Logo Minimum Requirements as defined in the “HD Tick” Logo License Agreement.

Licensees may not use any other trademark, service mark, trade name, logo or other indicia of ownership which could reasonably be deemed to be confusingly similar, deceptive or misleading with respect to the “HD Tick” Logo, or which could reasonably be deemed apt to dilute the “HD Tick” Logo.

POSITIONING

The “HD Tick” Logo should be positioned in a horizontal format. Do not rotate the “HD Tick” Logo in a vertical, diagonal, or upside-down format.

ALTERATION

The “HD Tick” Logo may not be altered (alteration includes outlining, rotating, skewing, stretching, scaling in a disproportional manner or reproducing the mark three-dimensionally).

CLEAR SPACE / SAFE ZONE

The “HD Tick” Logo must always be positioned alone and apart from any other text or graphics. The minimum stand-alone space around the mark is half of the height of the letter “H” in that usage of the “HD Tick” Logo.



COLOURS

Acceptable colours for the “HD Tick” Logo are Black and White in positive and reverse or Purple (in positive only). The purple should be PMS 259 or made from the process colour mix of C75 M100 Y0 K0.



BACKGROUNDS

The “HD Tick” Logo should always appear on a clean, solid background of high value contrast (example: value equivalent to 50 percent black or darker if using a negative “white” logo).



SIZE

The “HD Tick” Logo should not be less prominent than other 3rd-party technology marks or logos appearing on the product. The size of the “HD Tick” Logo should be 1 cm tall or larger.

PLACEMENT GUIDELINES

The following are specific placement guidelines:

Hardware	<p>The “HD Tick” Logo should never be obstructed by another label or sticker.</p> <p>The “HD Tick” Logo can be placed on the product using a label or sticker.</p>
Packaging	<p>The “HD Tick” Logo may be placed on the front, rear, side or top-viewing panel of the package.</p> <p>The “HD Tick” Logo should never be obstructed by another label or sticker.</p> <p>The “HD Tick” Logo may be printed directly onto packaging or placed on the package using a label or sticker.</p>
Web Pages	<p>The “HD Tick” Logo may be used on licensee’s Web pages.</p>
Advertisement, Direct Mail, Collateral and Documentation	<p>The “HD Tick” Logo may be used in advertising, direct mail, collateral or documentation.</p>

WHERE NOT TO USE THE “HD TICK” LOGO

The “HD Tick” Logo may not appear on or in connection with any product that is not fully compliant with the “HD Tick” Logo Minimum Requirements, as set forth in this Agreement.

REFERENCING “HD TICK” IN TEXT

In text reference may be made to the fact that a HD Television complies with the “HD Tick” Logo Minimum Requirements.

TRADEMARK NOTICES

The following trademark notice is to be included in all marketing materials, such as press releases, brochures, manuals, advertising, product fliers the HD Tick Logo or Trade Mark is used:

The “HD Tick” Logo is a registered trademark of The Australian Industry Group.

OTHER TERMS AND CONDITIONS

Your license to use the Trade Mark will terminate no later than the termination or expiration date of this Agreement with which you obtained the right to use the “HD Tick” Logo.

WARNING

The “HD Tick” Logo shall not be used in connection with products of companies that have not entered into an “HD Tick” Logo License Agreement with Licensor, or with products or brands not covered by this Agreement. Licensor reserves the right to initiate legal proceedings to preserve its rights.

NON-COMMERCIAL USAGE

Authorization for and information on the non-commercial usage of the “HD Tick” Logo can be obtained from Licensor.

ANNEXURE F: Brands covered by this Agreement

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