

Terms and Conditions for Use of the QTSA Membership Logo

A) General

1. Ownership

- The QTSA Membership Logo and all intellectual property rights related to it is the property owned by the Hong Kong Tourism Board (HKTB). The HKTB grants a non-exclusive non-transferable licence to the members of the Quality Tourism Services Association (QTSA) to use the QTSA Membership Logo in accordance with these Terms and Conditions.

2. Approval

- QTSA Members must submit their requests to the HKTB through the QTSA to get prior written approval for the layout and types of stationery/promotional materials on which the QTSA Membership Logo will be incorporated.

3. Size and Colours

- QTSA Members shall follow “QTSA Membership Logo Specifications”_attached. QTSA Members will be notified of any changes to the “QTSA Membership Logo Specifications”.

4. Usage

- The QTSA Membership Logo can only be used by QTSA Members who must comply with these Terms and Conditions for Use of the QTSA Membership Logo.
- The QTSA Membership Logo cannot be used by the subsidiaries, parent companies, members companies, tenants, trading partners or associates of QTSA Members.
- The use and display of the QTSA Membership Logo on the products manufactured or sold or apparatus used by QTSA Members do not mean that such products or apparatus are certified or recommended by the HKTB.
- QTSA Members shall indemnify the HKTB against all actions claims costs damages and expenses which it may suffer or sustain as a result of the actions of the QTSA Members.

5. Infringement or Misuse by Third party

- QTSA Members shall inform the HKTB promptly of the unauthorised use of the QTSA Membership Logo by any third party or any activity of any third party which might amount to infringement or passing off.
- QTSA Members shall upon request co-operate fully with the HKTB in any action taken against a third party for infringement or passing off.

6. Cessation of QTSA Membership

- QTSA Members must discontinue the usage of the layout, stationery and promotion materials bearing the QTSA Membership Logo immediately upon cessation of membership and deliver up all materials bearing the QTSA Membership Logo to the HKTB through the QTSA within 7 days of the cessation.

7. Termination

- The HKTB may at any time and for any reason terminate the licence for use of the QTSA Membership Logo by QTSA Members by the giving of not less than 30 days’ written notice.
- Upon termination, the QTSA Members shall immediately return to the HKTB all materials in their possession, custody and control which bear the QTSA Membership Logo.

8. Illegality

- If at any time any provision or term of these Terms and Conditions is or becomes illegal, invalid or unenforceable for any reason under the law such provision or term shall be deleted from these Terms and Conditions but the validity, legality and enforceability of the remaining provisions of these Terms and Conditions shall not be affected by it.

9. Waiver

- No failure to delay on the part of the HKTB to exercise any right or remedy under these Terms and Conditions nor any single or partial exercise of any right or remedy shall be construed or operated as a waiver. The rights and remedies provided in these Terms and Conditions are cumulative and are not exclusive of any rights or remedies provided by law.

10. No Agent

- QTSA Members are not the agents or legal representatives of the HKTB for any purpose whatsoever and have no right to create any obligation or responsibility on behalf of the HKTB or to bind the HKTB in any respect.

B) Permitted Items

QTSA Members can incorporate the QTSA Membership Logo on the following stationery and promotional materials upon prior written approval from the HKTB:

1. Stationery :

- Letterhead (including second page)
- Envelope
- Name card
- Compliment slip
- Kraft envelope
- Facsimile cover sheet
- Fax note
- Mailing label
- Memo pad
- Calendar
- Others : Subject to HKTB's prior written approval

2. Promotional materials :

- i) Standard items
 - TV commercial
 - Print advertisement
 - Lightbox
 - Website advertisement
 - Promotion leaflet
 - Newsletter
 - Poster
 - Flyer
 - Billboard

- ii) Product leaflet/catalogue

- iii) Restaurant menu
- iv) Shop directory

C) Forbidden items

The QTSA Membership Logo cannot be used as part of the name or as a trade or service mark of the QTSA Members (or any entity associated with it). In particular, the QTSA Membership Logo cannot be used on the following items:

1. Product and Product-Related including :

- Product label
- Product packaging
- Shopping bag
- Wrapping paper
- Laboratory and test certificates

2. Uniform or Badges on Uniform

3. Premium and merchandise either for internal use or for customers

(e.g. tie, pin, T-shirt, sweater, windbreaker, cap, paper weight, mouse pad, name card stand, calculator, key chain, pen-stand, cup, umbrella, trophy)

4. Common Seal and Company Chop

5. Office directory

6. Contract/ Quotation/ Deed/ Purchase Order/ Sale Order and any other forms of legal documents

7. Invoices/ Receipts

8. Bill of exchange/ promissory notes/ letter of credit

9. Formal notices such as notice of annual/ extraordinary general meeting

10. Press announcement

11. Any items not permitted under (B) above

D) Approval procedure

1. Requested documents

– To request for the approval on the use of the QTSA Membership Logo, the following documents have to be submitted to the HKTB through the QTSA either in softcopy or in hardcopy format:

- Completed QTSA Membership Logo Usage Request Form
- Artwork in full colour
- Specimen copies of promotional materials

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2. Lead time

- The approval processing time is about 5 working days from the date of receiving full set of requested documents.
- If amendment is required on the submitted artwork/ materials, the 5 working days processing time will be counted from the date of submission of the revised artwork/ materials.

HKTB reserves the right to impose other terms and conditions for use of the QTSA Membership Logo from time to time as appropriate which QTSA Members shall abide by.