

# Registration form



**Yes! We want to be part of BlueScope Steel's brand partnership program & use the STEEL BY™ logo on our site, in advertising & promotional material.**

Please complete this form and return it to BlueScope Steel Direct via free fax: 1800 882 332

Or mail it to: Locked Bag 8825, Wollongong DC 2500 NSW

**Note: Step 4 must be verified by your steel supplier representative**

## Step 1 - Provide Your Company Details

Company name (trading as): \_\_\_\_\_

Branch or divisional name: \_\_\_\_\_

Street address (for deliveries): \_\_\_\_\_

Town/Suburb: \_\_\_\_\_

State: \_\_\_\_\_

Postcode: \_\_\_\_\_

Description of your company's products or services: \_\_\_\_\_

Is the above:

Corporate head office

Factory or warehouse facility

Other (Description): \_\_\_\_\_

Branch office

Single Location Business

## Step 2 - Company Contact Details

Primary company contact name: \_\_\_\_\_

*First Name*

*Last Name*

Position / Title: \_\_\_\_\_

Phone (office): \_\_\_\_\_

Phone (mobile): \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Do you wish to receive periodic updates on BlueScope Steel products?  yes  no

By providing your email address and ticking yes, you agree to us emailing you information on BlueScope Steel periodically.

## Step 3 - Select your package type - Please tick one option

Are you a :  Manufacturer/Distributor/Rollformer

Contractor/Installer/Builder

## Step 4 - Sign application and have verified

**I confirm that the above applicant is eligible to participate in the program. By signing this registration form you agree to comply with the terms & conditions of the program set out on the back of this form and that your company/products meet the eligibility criteria (see Condition 2 Eligibility).**

Signature of applicant: \_\_\_\_\_

Date: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Position in company: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_

## This section must be completed by your steel industry sales representative:

**We the undersigned verify that the applicant meets the eligibility criteria.**

Signature of distributor/supplier representative: \_\_\_\_\_

Date: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Company: \_\_\_\_\_

Position in company: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_

Deliver Package to: \_\_\_\_\_

The above section must be completed by your steel industry sales representative (ie the person you acquire your steel or steel products through). You would not be eligible to participate in the Program if the above section is not completed.

# STEEL BY™ Brand Partnership Program

## Terms and conditions

To participate in the STEEL BY™ Brand Partnership Program you must comply with the following terms and conditions.

1 The following definitions apply:

**Guidelines** means the Trade Mark Use Guidelines governing use of the Trade Marks available at [www.steelby.com.au](http://www.steelby.com.au)

**Materials** means all marketing and advertising materials provided by Us to You in connection with the Program, in whatever form (including, but not limited to, all logos, indicia, images, labels, CDs, reproductions of Our brands, signage, stickers, posters, downloadable artworks, templates and flyers) and including all modifications and reproductions of the foregoing.

**Program** means the BlueScope Steel STEEL BY™ Brand Partnership Program.

**Term** means the period ending 31 December 2013.

**Trade Marks** means all brands, trade marks, logos, indicia and images provided by Us to you and includes all intellectual property and common law rights subsisting in those brands, trade marks, logos, indicia and images.

**Us/We** means BlueScope Steel Limited and its related bodies corporate; and **Our** has the corresponding meaning.

**You** means the applicant and participant in the Program, its personnel and related bodies corporate.

2 **(Eligibility)** To be eligible to participate in the Program; if you are a distributor or manufacturer you must, for the Term, either:

- (a) source at least 80% of your steel feed (based on annual volume) from Us, or
- (b) use 100% BlueScope Steel Australian manufactured materials for the steel component in any manufactured item covered by the Program.
- (c) or if you are a contractor or installer you must ensure that your steel building product requirements are sourced from manufacturers who make their products using BlueScope Steel Australian manufactured material and satisfy condition 2(a) or (b)

At Our request, You must provide sufficient evidence of your compliance with this condition.

3 **(Licence)** You have a limited, non-exclusive, non-transferable and revocable licence to use the Trade Marks in relation to the sale of BlueScope Steel Products through your business in Australia, during the Term, strictly subject to compliance with these terms and conditions. Nothing in these Terms and Conditions transfers to You any ownership, right, title or interest, in the Trade Marks. You must not transfer, assign, sell, lease or pledge as security any right arising out of this licence.

4 **(Conditions of use)** You must:

- 4.1 comply with the Guidelines and ensure that the Trade Marks are not distorted or changed in any way;
- 4.2 ensure that the Trade Marks and Materials are used only in relation to products that incorporate only steel manufactured by Us;
- 4.3 ensure that no false or misleading statement is (either expressly or impliedly) made regarding your products or activities, or Our sponsorship or approval of the foregoing;
- 4.4 not combine use of Our Trade Mark or Material with any mark or insignia without Our express consent;
- 4.5 differentiate between Our products and those manufactured by You and other companies;
- 4.6 where practicable, indicate in written form that the Trade Marks are owned by Us and that you are a user of these marks;
- 4.7 not represent or pass off as Our products, any products which are not Our Products;
- 4.8 provide Us with reasonable assistance in identifying, prosecuting and defending claims with respect to the Trade Marks and other intellectual property owned by Us (or any of its related bodies corporate);
- 4.9 not use the Trade Marks or Materials in a manner which, in the reasonable opinion of BlueScope, may damage or be likely to damage the goodwill attaching to the Trade Marks, or otherwise may be prejudicial to BlueScope Steel or the Trade Marks;
- 4.10 not do anything to diminish the value of the Trade Marks or other intellectual property owned by Us;
- 4.11 not use the Trade Marks in any way which would lead the Trade Marks to become generic, lose distinctiveness or become liable to mislead the public or in any way which would be materially detrimental to or inconsistent with Our name, reputation and/or image;
- 4.12 not use any trade mark or product reference which is substantially identical or deceptively similar to the Trade Marks;
- 4.13 not register or attempt to register any trade mark, domain name, business name, design, emblem, logo or slogan that is substantially identical or deceptively similar to the Trade Marks;
- 4.14 not use any of the Trade Marks as part of your trade name, corporate name or domain name;
- 4.15 maintain high customer satisfaction and product quality standards in relation to your product and service offering.

5 **(Ownership notice)** We own all intellectual property and common law rights in the Materials and Trade

Marks. All goodwill generated through your use of the Trade Marks will ensue for Our benefit. You must correctly acknowledge Us as the owner of all Trade Marks and Material.

6 **(Infringement)** We reserve the right to take action against You for any unfair, misleading, diluting or infringing use, or other misuse, of Our Trade Marks or Materials at any time without notice.

7 **(Indemnity)** You agree, at your expense, to defend and indemnify Us from any claim or demand made by any third party (and loss or costs) in connection with or arising out of your participation in the Program, your breach of these Terms and Conditions and/or the rights of any third party.

8 **(Termination)** BlueScope Steel may immediately and without notice terminate your participation in the Program if you fail to comply with any of these terms or conditions. Either party may terminate participation in the Program by providing 14 days notice. At the end of the Term (or on earlier termination), you must immediately cease to use the Trade Marks and return to Us all Materials.

9 **(BHP Steel references)** You must remove any remaining references to BHP Steel or the "Strengthening Australia with BHP Steel" program from signage, or from online or printed literature.

10 **(No Waiver)** Our failure, for any reason, to exercise any of Our rights under these Terms and Conditions, or otherwise, will not constitute a waiver of such rights.

11 **(Governing law)** These terms and conditions are governed by the laws of New South Wales. You agree to submit to the exclusive jurisdiction of the courts of that state.

12 **(Relationship)** We do not sponsor, approve or endorse You or your business. Your participation in the Program does not create a relationship of principal and agent, partnership, franchise or other affiliation between us.

13 **(Changes)** We reserve the right to modify these Terms and Conditions at any time without notice. Your participation in the Program after any changes are made constitutes your acceptance of those changes.

You must ensure that your employees, contractors and agents comply with these terms and conditions. For more information about BlueScope Steel trade marks, contact your BlueScope Steel sales office, or BlueScope Steel Direct on 1800 800 789.



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