

**WORLD AQUATICS TERMS AND CONDITIONS FOR THE USE OF THE WORLD AQUATICS LOGO AND MEMBER FEDERATIONS AND CONTINENTAL
ORGANIZATIONS FLAG ICON, AFFILIATION LOGO, RECOGNITION LOGO AND RELATED BRANDING MATERIALS**

General Overview

World Aquatics (“**AQUA**”) is pleased to inform and provide to its national member federations (the “**Member Federations**”) and its continental organisations (the “**COs**”) these terms and conditions (the “**Terms and Conditions**”) for the use of the AQUA logo (the “**AQUA Logo**”) and Member Federation and CO Flag Icons, Affiliation Logos and Recognition Logos (as defined below).

AQUA has created a tailored version of the AQUA Logo for each Member Federation, as well as for each CO (the “**Flag Icon**”). AQUA has also created a logo which aims to highlight the affiliation link between AQUA and a particular Member Federation (the “**Affiliation Logo**”) and a logo which aims to highlight the link between AQUA and its recognised COs and competitions (“**Recognition Logo**”).

Except as expressly indicated otherwise in these Terms and Conditions, Member Federations and COs may not use the AQUA Logo and may only use the Flag Icon, Affiliation Logo and Recognition Logo.

Rights and obligations of Member Federations and COs in connection with the use of the AQUA Logo and/or the Flag Icon and/or the Affiliation Logo and/or the Recognition Logo

1. **Acceptance of the Terms and Conditions** – By using the Flag Icon, Affiliation Logo and/or Recognition Logo, Member Federations and COs acknowledge that they have read and understand and agree to be bound by these Terms and Conditions, which are subject to further modification or amendment by AQUA.

Any misuse of the AQUA Logo, Flag Icon, Affiliation Logo and/or Recognition Logo by a Member Federation and/or CO may result in the withdrawal or denial of the right to use the Flag Icon, Affiliation Logo and/or Recognition Logo, may constitute serious infringement of AQUA's intellectual property rights, and may give rise to disciplinary or other proceedings.

2. **Purpose** – The sole purpose of the use of the Flag Icon, Affiliation Logo and/or Recognition Logo by Member Federations and/or COs is to identify the affiliation and membership of the Member Federations to AQUA and to highlight AQUA's recognition of COs and/or specific competitions. The Member Federations and/or Continental Organizations shall at any time highlight such affiliation to AQUA or recognition by AQUA by using the following designation:

“[Name of the Member Federation] - member of World Aquatics”

or

“[Name of the Member Federation] - affiliated to World Aquatics”

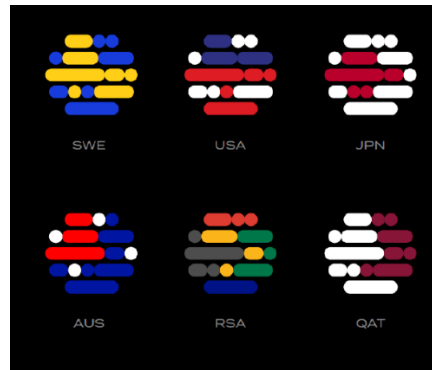
or

“[Name of the Continental Organization/Competition] – recognized by World Aquatics”.

3. **Use of the AQUA Logo** – Any Member Federation and/or CO wishing to use the AQUA Logo must submit a request to AQUA using e-mail marketing@worldaquatics.com outlining briefly how and for what purpose the AQUA Logo would be used. Member Federations and/or COs may only use the AQUA Logo subject to the prior written approval of AQUA, which must be obtained separately for each specific and individual use. In its written approval, AQUA shall provide instructions to the Member Federations and/or CO regarding the approved use of the AQUA Logo.
4. **Use of the Flag Icon** – Member Federations and COs may decide to use or not use its version of the Flag Icon. Member Federations and/or Continental Organizations shall act following the following requirements:
 - a. Flag Icons may solely be used by a Member Federation directly affiliated to AQUA (i.e. the sole national body recognized by AQUA in a given country following Article 5.2 of the [World Aquatics Constitution](#)) and a CO recognised by AQUA (see Article 10.2 of the [World Aquatics Constitution](#)).
 - b. Member Federations and COs may solely use the Flag Icon provided by AQUA and may not modify the colour or design of the Flag Icon. Moreover, the use of the Flag Icon, supplemented by the official name of the Member Federation or CO, shall comply with the

guidelines provided by AQUA. AQUA may, at its sole discretion, consider granting exceptions to this rule if the respective Member Federation or CO presents legitimate reasons for a modification of the Flag Icon. All changes are subject to prior written approval from AQUA. In such case, the Member Federation or a CO shall submit a formal request expressing its request to modify the Flag Icon to marketing@worldaquatics.com and legal@worldaquatics.com.

Example of Flag Icons:



Using the Flag Icon

Horizontal option



DONT scale logo elements independently

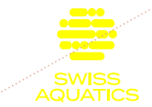


DONT change the logotype font

Vertical option



FONT: Termina Medium and in black



DONT change the colours of the logo



DONT distort the logo

These guidelines are available at the following link: www.worldaquatics.com/logo-usage-guidelines

5. **Purposes of use of the Flag Icon** – A Member Federation or a CO may use its approved version of the Flag Icon, no matter of the type of implementation form (whether print or digital), for institutional or editorial purposes, as well as for educational initiatives/activities, which are defined as follows:
 - a. Institutional purposes relate to the official representation and identification of the Member Federation or CO on their communications (correspondence, email signature, brochures), stationery, website and conferences;
 - b. Editorial purposes relate to content produced by the Member Federation or CO for reporting and informational purposes; and
 - c. Educational initiatives/activities relate to any programme developed and implemented by the Member Federation or CO to promote Aquatics and the Aquatics values to the general public within the country.

Commercial purposes – A Member Federation or a CO may also use its approved Flag Icon for commercial purposes only with the prior written consent of AQUA. AQUA reserves the right, at its sole discretion, to review, condition, limit or refuse the extent of any commercial use and the implementation of a possible commercial royalty.

6. **Responsibilities regarding Flag Icons** – Any Member Federation or CO that uses its version of the Flag Icon shall be responsible, in its territory, for the protection of such AQUA asset, in particular:
 - a. To prevent at its own costs the use of the Flag Icon by non-authorized third parties or attempts by such third parties to associate themselves with AQUA or AQUA competitions; and

- b. With the prior approval of AQUA and under close collaboration with AQUA, to take at its own costs corrective or/and enforcement measures with the aim to avoid dilution of rights or any intellectual property infringements linked to such AQUA asset. The Member Federation or Continental Organisation agrees to keep AQUA promptly and regularly informed of any suspected infringements, enforcement action, correspondence, settlement discussions or material developments relating to the protection, use or enforcement of the Flag Icon, and to provide, upon request, copies of any relevant documents or updates on the progress and outcome of such actions.
- 7. Use of the Affiliation Logo/Recognition Logo and Purposes of Use of the Affiliation Logo/Recognition Logo** – Member Federations have the free choice to decide to use or not the Affiliation Logo. Continental Organisations have the free choice to decide to use or not the Recognition Logo. A Member Federation or Continental Organisation that decides to use the Affiliation logo or Recognition Logo respectively shall act in accordance with the following requirements:
- The Member Federation may solely use the Affiliation Logo as provided by AQUA, without the possibility to modify it;
 - The Continental Organization may solely use the Recognition Logo as provided by AQUA, without the possibility to modify it;
 - A Member Federation may use the Affiliation Logo, no matter of the type of implementation form (from physical to digital ones), for non-commercial institutional purposes only, i.e. for communications (correspondence, email signature, brochures), stationery, website of the Member Federation and conferences. If a Member Federation wants to use the Affiliation Logo also for commercial purposes, it needs to receive prior written consent by AQUA, which may be granted or refused at AQUA's sole discretion.
 - A Continental Organization may use the Recognition Logo, no matter of the type of implementation form (from physical to digital ones), for non-commercial institutional purposes only, i.e. for communications (correspondence, email signature, brochures), stationery, website of the Continental Organization and conferences. If a Continental Organization wants to use the Recognition Logo also for commercial purposes, it needs to receive prior written consent by AQUA, which may be granted or refused at AQUA's sole discretion.

Examples of Affiliation Logo:

Horizontal



Vertical



Example of Recognition Logo:



These guidelines are available at the following link: www.worldaquatics.com/logo-usage-guidelines

8. Approval process regarding the Flag Icon, Affiliation Logo and Recognition Logo

[Affiliation Logo and Recognition Logo](#)

- a. The Affiliation Logo can be used without prior consent by AQUA solely by a Member Federation directly affiliated to AQUA (i.e. the sole national body recognized by AQUA in accordance with Article 5.2 of the World Aquatics Constitution), provided that such use is at all times in full compliance with these Terms and Conditions.
- b. The Recognition Logo can be used without prior consent by AQUA solely by a Continental Organization directly affiliated to AQUA (i.e. the sole national body recognized by AQUA in accordance with Article 10.2 of the World Aquatics Constitution), provided that such use is at all times in full compliance with these Terms and Conditions.

Flag Icon

- a. Prior to any use of its version of the Flag Icon, a Member Federation or a Continental Organisation shall submit a formal request expressing its intent to use the Flag Icon to AQUA to marketing@worldaquatics.com. The expression of interest must detail several examples – for AQUA approval – of how the Member Federation or Continental Organisation intends to use these materials made available by AQUA.
 - b. Any misuse of the Flag Icon by a Member Federation or a Continental Organisation might result in future denial of the use of the Flag Icon.
- 9. Misappropriation and Misuse** – Any use other than that specified in these AQUA Terms and Conditions is prohibited. If Member Federation and/or Continental Organisation use the AQUA Logo/Flag Icon/Affiliation Logo/Recognition Logo in contravention of these Terms and Conditions, AQUA shall have the right to assert any claim or cause of action arising out of or in connection with the misappropriation, misuse and/or infringement of the AQUA Logo/Flag Icon/Affiliation Logo/Recognition Logo.
- It is strictly prohibited to use the AQUA Logo and/or the Affiliation Logo and/or Recognition Logo in connection with any partner and/or sponsor or other organisations in relation with/of the Member Federation and/or Continental Organization (including but not limited to any service partner, institutional partner or event partner) or for any commercial purposes, unless prior written consent has been obtained from AQUA, which may be granted or refused at AQUA's sole discretion.**
- 10. No Partnership** – No other relation shall be understood and/or implied using the Flag Icon/Affiliation Logo/Recognition Logo, which shall not constitute a partnership, joint venture or similar relationship between the parties.
- 11. No Alteration** – The Member Federations and Continental Organizations shall use the Flag Icon/Affiliation Logo/Recognition Logo as per AQUA's instructions. No modifications nor alterations of the Flag Icon/Affiliation Logo/Recognition Logo by the Member Federations and Continental Organizations are permitted.
- 12. Ownership of IP Rights** – AQUA owns all rights of the AQUA Logo and the Flag Icon/Affiliation Logo/Recognition Logo, and any other rights related to the name and logo of AQUA. Any and all past, present and future intellectual property rights (including copyright) in or relating to the AQUA logo and name (including any rights in artistic works, creations, designs, trademarks or logos developed by or on behalf of AQUA and any rights in and relating to the materials created) together with all rights to sue for past, present and future infringements are hereby assigned to AQUA (including by way of present assignment of future rights) and are vested in and shall remain in the absolute ownership of AQUA.

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These Terms and Conditions may be updated and amended by AQUA at any time at its sole discretion.

The material and information contained in these Terms and Conditions is provided for reference purposes only and does not constitute legal advice. All persons accessing these Terms and Conditions shall undertake responsibility for assessing the relevance of its content to their specific circumstances, all subject to applicable laws within the relevant territory.

