

## **G Mark Usage Rules**

The purpose of the Rules is to ensure that the Japan Institute of Design Promotion, an organizer of the GOOD DESIGN AWARD program and a licensor of the G Mark, defines the terms and conditions of the use of the G Mark by persons whose names are written on certificates of the GOOD DESIGN AWARD as Winners of the GOOD DESIGN AWARD in advertising and promotional activities of their GOOD DESIGN Awarded products or services.

### **Chapter 1. Definitions**

1-1 "JDP" means Japan Institute of Design Promotion.

1-2 "Awarded Designs" means products (including software) or services that have won the GOOD DESIGN AWARD organized and operated by JDP.

1-3 "Winners" means persons whose names are written on certificates of the GOOD DESIGN AWARD as winners of the GOOD DESIGN AWARD.

1-4 The "G Mark" is the "symbol " and "logo ", has been used by JDP since 1957, and all intellectual property rights therein are managed by JDP.

1-5 "Awarded Designs and Products" means Awarded Designs or their products and product packaging (including novelties) or product packaging that is relevant to the services provided.

1-6 "G Mark Usage" means Winners' selling, displaying, exporting or importing (excluding services) or using for advertising the Awarded Designs and Products bearing the G Mark, including by means of the Internet.

1-7 "G Mark License Applicants" means Winners or persons on behalf of the Winners who have applied for the use of G Mark for Awarded Designs with JDP.

1-8 "License" means the grant of the right to use the G Mark to G Mark License Applicants, provided that the G Mark License Applicants agree to the Rules and JDP has determined whether the usage meets the terms and conditions set forth in the Rules.

1-9 "G Mark Licensees" means persons who have been authorized to use the G Mark by JDP out of the G Mark License Applicants.

1-10 "Antisocial Forces" means any organized crime group (boryokudan), any organized crime group member (boryokudan-in), any person for whom less than five (5) years have passed since it ceased to be an organized crime group member, any associated member of an organized crime group (boryokudan jun koseiin), any individual or corporation related to an organized crime group, any corporate racketeer (sokaiya), any individual, corporation or other entity that makes unjust demands against citizens or corporations acting in the name of a social movement, human rights movement or political movement, any individual, corporation or entity that engages in acts that impair social order or citizens' safety (including international criminal syndicates) or any other individual or corporation similar to any one of the above.

## **Chapter 2. Application and Grant of License**

2-1 Application for the use of G Mark shall be as follows:

- (1) Prior to using the G Mark, Winners shall file an application with JDP using the "G Mark License Application" posted on the dedicated website, subject to Winners agreeing to the Rules, "G Mark Usage Guidelines" and "G Mark License Fee Schedule."
- (2) If there are two or more Winners, any one of them as G Mark License Applicants may file an application with JDP, and then all applicable Winners may use the G Mark with the grant of the License by JDP.
- (3) Third parties such as advertising agencies may file an application on behalf of Winners by presenting the "G Mark License Application Proxy" to JDP. Third parties such as advertising agencies whose names are written on the G Mark License Application Proxy and Winners as the principals may use the G Mark with the grant of the License by JDP.

2-2 If Winners attach the G Mark to Awarded Designs and Products outside of Japan, Winners shall, in prior consultation with JDP, agree to use the G Mark in compliance with the Rules and the "G Mark Usage Guidelines" and shall file an application to use the G Mark with JDP.

Prior consultation is required if:

- (1) Awarded Designs and Products bearing the G Mark are manufactured, sold, displayed and advertised outside of Japan, or they are exported or imported between foreign countries other than Japan;
- (2) Awarded Designs and Products bearing the G Mark are manufactured outside of Japan and imported into Japan;
- (3) Awarded Designs and Products bearing the G Mark are manufactured in Japan and exported to foreign countries, or they are advertised outside of Japan;
- (4) Services bearing G Mark are provided or advertised outside of Japan, if available, including by means of the public Internet; or

(5) G Mark is expected to be used outside of Japan other than as described above.

2-3 JDP shall, upon receipt of the "G Mark License Application," promptly calculate the G Mark license fees set forth in the "G Mark License Fee Schedule" and issue an invoice to G Mark License Applicants.

2-4 G Mark License Applicants shall be deemed to be granted the License when the "G Mark License Agreement" identifying the license term is issued upon JDP's confirmation of payment of the G Mark license fees by such Applicants.

2-5 If G Mark License Applicants fail to pay JDP the G Mark license fees by the due date specified in an invoice, the G Mark License Application shall become null and void.

### **Chapter 3. G Mark Usage**

3-1 G Mark Licensees shall use G Mark in compliance with the Rules and "G Mark Usage Guidelines" established by JDP.

3-2 The territory where the G Mark can be used and the media in which the G Mark can be used shall not be limited.

3-3 G Mark Licensees, including the persons whose names are written on the G Mark License Application Proxy, shall be responsible for all acts and omissions related to G Mark Usage.

3-4 In the event of a change in specifications made by G Mark Licensees, e.g., performance upgrade or improvement of Awarded Designs, G Mark Licensees who desire to use the G Mark shall submit to JDP a "G Mark Specification Amendment." JDP shall review such amendment and notify G Mark Licensees of its decision to approve or decline the request to use the G Mark.

3-5 If, after the grant of the License, the G Mark is planned to be used outside of Japan as set forth in Article 2-2, G Mark Licensees shall promptly consult with JDP and use the G Mark in compliance with the Rules and the "G Mark Usage Guidelines."

### **Chapter 4. License Term**

4-1 G Mark Licensees may use the G Mark for their Awarded Designs during the period specified in the "G Mark License Agreement," i.e., one (1) year from the start date set forth in the "G Mark License Agreement."

4-2 If G Mark Licensees continue to use the G Mark after the expiry of the term of the License set forth in Article 4-1, G Mark Licensees must follow the procedures set forth in Chapter 2 by submitting a "G Mark License Application" to JDP and obtain the License again.

4-3 If Winners resume the use of G Mark after the termination of the license term, Winners must follow the procedures set forth in Chapter 2 by submitting a "G Mark License Application" to JDP and obtain the License again.

#### **Chapter 5. G Mark License Fees**

5-1 The G Mark license fees shall be set by JDP according to the "G Mark License Fee Schedule."

5-2 Any G Mark license fee reduction measures and free trial period shall be stipulated in the "G Mark License Fee Schedule" in order to promote the dissemination of G Mark.

5-3 All wire transfer fees associated with the payment of G Mark license fees shall be borne by G Mark License Applicants.

5-4 If G Mark License Applicants who reside outside of Japan remit the G Mark license fees to JDP, such Applicants shall pay the invoiced amount in Japanese yen converted using the exchange rate on the date of remittance.

5-5 The G Mark license fees shall be non-refundable for any reason after the date of issuance of the "G Mark License Agreement."

#### **Chapter 6. Prohibitions and Disclaimer**

6-1 G Mark Licensees shall not use G Mark after the expiry of the license term.

6-2 If it is found that G Mark Licensees have used the G Mark after the expiry of the license term in violation of Article 4-1, such G Mark Licensees shall pay JDP additional annual G Mark license fees.

6-3 G Mark Licensees shall cease to use the G Mark as soon as possible after the expiry of the license term if Awarded Designs and Products bearing the G Mark were manufactured during the license term and have been held in inventory. In addition, G Mark Licensees shall consult with JDP on what action to take if exceptional circumstances exist, for instance, if Awarded Designs and Products bearing the G Mark have been distributed over wide areas.

6-4 G Mark Licensees shall use G Mark as a "mark certifying that the GOOD DESIGN AWARD has been given" and shall not use it in a manner misleading the public as to the identification of the source or quality assurance of products or services. G Mark Licensees shall be responsible for solving all issues caused by the use outside the scope of the License, and JDP shall not be liable to G Mark Licensees for any damage of any kind.

6-5 G Mark Licensees shall use G Mark in compliance with the Rules and "G Mark Usage Guidelines" and shall not amend, deform or adapt G Mark and acquire any intellectual property rights in such amended G Mark.

6-6 G Mark Licensees shall not subcontract to any third party all or any part of their rights and obligations under the License under the Rules without the prior written permission of JDP.

6-7 If JDP permits G Mark Licensees to give sublicense to third parties, payment of the G Mark license fees by such third parties shall be determined in consultation with JDP. In such case, G Mark Licensees shall not assign to such third parties, pledge or otherwise encumber all or any part of their rights and obligations under the License under the Rules without the prior written approval of JDP.

6-8 G Mark Licensees shall be responsible for solving all issues caused by the fact that Awarded Designs and Products bearing the G Mark are imported into Japan and exported or imported between foreign countries other than Japan and all other issues arising in foreign countries other than Japan, and JDP assumes no liability whatsoever.

6-9 G Mark License Applicants and G Mark Licensees represent and warrant that: they are not Antisocial Forces; they are not controlled or affected by Antisocial Forces; they will not use Antisocial Forces; they will not provide funds or benefits to Antisocial Forces; they will not impair the honor or credit of the other party or interfere with the business of the other party or engage in an act involving unjust demands in the name of Antisocial Forces; and their principal investors or officers or employees are not members of Antisocial Forces; and they will comply with the ordinances established by each prefecture in connection with the exclusion of Antisocial Forces. Any person who cannot make such representations and warranties may not become a G Mark License Applicant or G Mark Licensee.

6-10 JDP may immediately terminate, without notice, the License concluded with any G Mark License Applicant or G Mark Licensee who breaches the obligation to make the representations

and warranties set forth in Article 6-9, and may claim damages against such G Mark License Applicant or G Mark Licensee for any damage incurred by JDP as a result thereof. Such breaching person may not claim damages against JDP on the grounds of termination of the License.

## **Chapter 7. Certificate Services**

7-1 If there are any problems with customs clearance when Awarded Designs and Products bearing the G Mark are imported into Japan or exported or imported between foreign countries other than Japan, JDP shall issue a "GOOD DESIGN Awarded Certificate" certifying that the products are awarded ones for a fee following an application by G Mark Licensees.

7-2 In making an application for the issue of a "GOOD DESIGN Awarded Certificate," G Mark Licensees shall submit to JDP the following information:

- (1) Name of applicant (Winner);
- (2) Person to which the certificate is to be submitted;
- (3) Awarded Designs for which G Mark Licensees desire to receive certification (Award No., License No. and photographs of the Awarded Designs);
- (4) How G Mark is used for Awarded Designs; and
- (5) Summary of cases in question.

7-3 JDP shall have the responsibility for the issued "GOOD DESIGN Awarded Certificate" but have no liability for cases in question.

## **Chapter 8. Termination**

8-1 JDP may terminate the License by giving written notice to G Mark Licensees if they:

- (1) breach any provision of the Rules;
- (2) violate the "G Mark Usage Guidelines;" or
- (3) make a false report in respect of the provisions set forth in the Rules or otherwise engage in any wrongdoing and fail to remedy such default within the period specified by JDP, which shall be at least one (1) month following the receipt of notice from JDP to remedy such default.

8-2 Upon termination of the License, all applicable G Mark Licensees shall immediately cease to use the G Mark.

8-3 JDP may claim damages against G Mark Licensees as a result of the termination of the License under the Rules due to causes attributable to Winners.

## **Chapter 9. Jurisdiction and Governing Law**

9-1 Any dispute arising out of or in connection with the License under the Rules shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. If arbitration does not resolve the dispute, any action or proceeding shall be brought exclusively in Tokyo District Court in the first instance. In addition, the arbitration proceedings shall be conducted in Japanese language.

9-2 The formation and validity of the License under the Rules as well as the interpretation of any question accrued with regard thereto and the performance thereof shall be governed by the laws of Japan.

## **Chapter 10. Others**

10-1 Any matters not stipulated in the Rules shall be determined by the President of JDP.

10-2 Revision and abolition of the Rules shall be determined by the President of JDP.

April 1, 2019