

World Book Day®

Independent Bookseller Terms & Conditions

We are delighted that you have chosen to support World Book Day and get involved in the promotion of our charitable message.

Before getting started, we would be grateful if you could read these terms and conditions (the “**Terms**”) in full, which set out a little bit about the World Book Day charity, what we will provide to you and how you can use our materials.

If you would like more information about how World Book Day works with booksellers, visit www.worldbookday.com

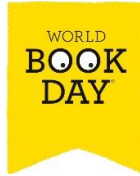
These Terms apply to your participation in the World Book Day Campaign and all usage of the World Book Day materials by our independent retailer partner organisations (the “**Retailer**”, “**you**”). By accepting receipt, and making use of the WBD Materials we provide to you, you agree to be bound by and comply with these Terms.

1. About Us

- 1.1 World Book Day (“**WBD**”, “**we**” or “**us**”) is a charity whose mission is to champion the fun of reading because it seriously improves lives. We offer every child and young person the opportunity to have a book of their own. We want to see more children, particularly those from disadvantaged backgrounds, reading for fun and benefitting from the improved life chances this brings (the “**Charitable Purpose**”).
- 1.2 WBD promotes and encourages reading for fun through its annual event, World Book Day. World Book Day gives every child and young person the opportunity to have a book of their own and provides resources to support reading for fun.

2. £1 Book Tokens

- 2.1 WBD offers every child and young person the opportunity to have a book of their own, through the WBD £1 tokens (the “**Token**”) and the £1 World Book Day Books. The £1 World Book Day Books are created by publishers and sold for 12p to booksellers (or £6 for a pack of 50 books). The sale and supply of the £1 World Book Day Books is controlled by the publishers.
- 2.2 Where you are participating in the World Book Day Campaign, you undertake to redeem Tokens against the cost of any World Book Day Books or any book or audiobook costing £2.99 or more, subject to the terms and conditions set out below and on the Token.
- 2.3 You understand that only one Token can be used per transaction (though this is flexible within the Retailer’s reasonable discretion) and that it cannot be used in conjunction with any other offer, or for the purchase of standard book tokens, and is not exchangeable for cash (although it has a value of £0.01).



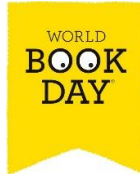
- 2.4 Tokens: (i) are only valid for use by those under the age of 18; and (ii) cannot be used for the purchase of any charity books where all the proceeds of sale are returned to the charity concerned.

3. Right to Use the WBD Brand

- 3.1 In consideration of the Retailer complying with these Terms, WBD hereby grants to the Retailer a non-exclusive, non-transferable, non-sub-licensable, revocable licence to use the WBD Materials in the UK only, solely: (i) in relation to the promotion, marketing and sale of the World Book Day Books as part of the World Book Day Campaign; and (ii) in accordance with the provisions of these Terms.
- 3.2 The Retailer shall not (and shall ensure its Affiliates shall not) use or exploit the WBD Materials except as expressly licensed in Clause 3.1.

4. Your use of the WBD Materials

- 4.1 WBD will provide you with approved World Book Day assets and messaging (including the Trade Name and Logo) for your use in the promotion of World Book Day. The Retailer shall, at all times, comply with the Brand Guidelines and all other directions of WBD from time to time in relation to the manner, form and context of use of the WBD Materials.
- 4.2 The Retailer shall maintain, at all times, high standards of quality, presentation and design for all materials to which any of the Trade Name/Logo and Artwork are applied.
- 4.3 All branding decisions and initiatives relating to the WBD Materials and their use (including decisions relating to: brand strategy; promotional campaigns; marketing initiatives; sponsorship arrangements; the look and feel of the brand and related packaging; and the products and services with which the brand is to be used) shall be made or taken by WBD at its absolute discretion. The Retailer shall not make or implement any branding decisions or initiatives which relate to the WBD Materials unless this is expressly permitted by this Clause 4 or otherwise approved in writing by WBD.
- 4.4 The Retailer shall inform WBD in writing in advance prior to carrying out any marketing or promotional activities, or entering into any contractual commitments in connection with such activities, in each case where such activities or commitments relate to, or use, the WBD Materials. Such notification shall contain full particulars of the activities or commitments proposed.
- 4.5 All notifications from the Retailer relating to marketing or promotional activity under Clause 4.4 shall in each case be submitted to hi@worldbookday.com (unless WBD instructs the Retailer otherwise in writing).
- 4.6 If WBD finds that any use of the Trade Name/Logo or Artwork by the Retailer does not comply with this Clause 4, WBD shall give notice to the Retailer to that effect and the Retailer shall, within ten (10) working days after such notice is given, stop any such non-compliant use and shall not recommence such use without first either rectifying the non-compliance or obtaining the written consent of WBD.



Restrictions on usage

- 4.7 Save as expressly permitted by these Terms or otherwise with the prior written consent of WBD, the Retailer shall not use, or apply for or obtain registration of, any trade mark, corporate name, business name, domain name, social media account, logo or style anywhere in the world which features or incorporates any of the Registrations, or anything confusingly similar to the Registrations or Trade Name/Logo or Artwork, at any time (whether before or after termination of these Terms).
- 4.8 The Retailer undertakes that, except as permitted by these Terms, it shall not use the Trade Name/Logo in conjunction or combination with any other mark, name, logo or style unless given express prior written consent by WBD to do so. Such consent, if given, shall be deemed to include a requirement and agreement that each trade mark is separated from the others so that each appears as a trade mark in its own right, distinct from the others.
- 4.9 The Retailer shall not do (nor omit to do) anything to diminish the rights of WBD in the Trade Name/Logo or any registration or application to register the Trade Name/Logo. In particular, the Retailer shall not use the Trade Name/Logo in a way which would allow them to become generic, lose their distinctiveness, become liable to mislead the public or become detrimental to or inconsistent with the good name, goodwill, reputation, charitable objectives and image of WBD and/or that attaching to the Trade Name/Logo.
- 4.10 The Retailer shall ensure that all activities conducted by the Retailer using the Trade Name/Logo (including all goods and services sold or offered for sale by the Retailer under them) shall, at all times, comply with all applicable laws and regulations which are from time to time in force.

5. Title and Goodwill

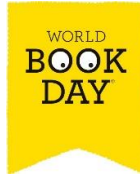
- 5.1 The Retailer acknowledges that WBD is the owner of the Trade Mark Rights and that the Retailer shall not, by virtue of these Terms or otherwise, acquire any rights, title or interest in or to the Trade Name/Logo other than those expressly granted by or confirmed under these Terms.
- 5.2 The Retailer shall procure that, wherever possible and practical, all materials carrying the Trade Name/Logo, be marked with:

“under licence from World Book Day Limited. The “World Book Day” mark is the registered trade mark of World Book Day Limited.”

or with any other statement as notified in writing from WBD to the Retailer.

- 5.3 All goodwill associated with the use of the Trade Name/Logo by the Retailer vests and shall vest in WBD absolutely. Without prejudice to Clause 5.1, if any goodwill or proprietary right in or to the Trade Name/Logo (or any of them) vests in the Retailer, the Retailer shall execute such documents and do such other things as WBD may reasonably request from time to time (including after termination of these Terms) to vest any such rights in WBD.

6. Warranties and Indemnity

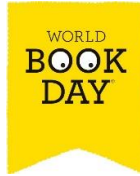


- 6.1 WBD warrants that it: (i) is the sole legal and beneficial owner of the Registrations; and (ii) has the right to grant the licence in Clause 3.1 under the Artwork on the terms of these Terms.
- 6.2 Save for the warranties provided in Clause 6.1, WBD makes no warranties about the Trade Name/Logo or their use, and nothing in these Terms shall be or shall be deemed to be a condition, representation or warranty by WBD as to the existence, ownership, validity, enforceability, non-infringing nature or value of any of the rights granted under these Terms.
- 6.3 The Retailer shall indemnify WBD and its officers and employees from and against all claims, costs (including but not limited to legal costs properly incurred and other advisors' fees), damages, expenses, losses and liabilities (including but not limited to any direct, indirect or consequential losses, loss of profit and loss of reputation) incurred by WBD as a result of or in connection with:
- 6.3.1 the Retailer's use of the Trade Name/Logo other than in accordance with these Terms;
or
- 6.3.2 the Retailer's breach or negligent performance or non-performance of these Terms.
- 6.4 To the fullest extent permitted by law, WBD shall not be liable to the Retailer for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from the Retailer's exercise of the rights granted to it under these Terms. Save for liabilities which cannot be limited or excluded by law, the total liability of WBD, whether in contract, tort (including negligence) or otherwise under or in connection with these Terms, shall not exceed one thousand pounds sterling (£1,000).

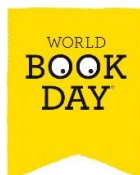
7. Definitions and Interpretation

- 7.1 In this Agreement the following expressions shall have the following meanings:

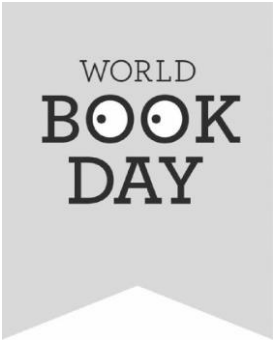
"Artwork"	any artwork created, designed or developed by or on behalf of WBD for use in relation to the promotion, advertising or marketing of any World Book Day Campaign that is provided by WBD for use by the Retailer in the World Book Day Campaign;
"Brand Guidelines"	the brand guidelines of WBD governing the use of the WBD Materials as set out in Schedule 2 and as amended by the WBD from time to time and notified to the Retailer in writing;
"Parties"	WBD and the Retailer, each being a "Party" ;

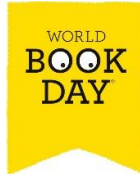


“Registrations”	the trade mark registrations which are specified in Schedule 1 and any other trade mark registrations that WBD may obtain in respect of the Trade Name/Logo;
“Trade Mark Rights”	any rights owned by WBD in the Trade Name/Logo including the Registrations, the copyright in the World Book Day Logo and any rights in passing-off which WBD may have in the Trade Name/Logo;
“Trade Name/Logo”	the name World Book Day and the World Book Day Logo;
“WBD Materials”	the Trade Name/Logo, Artwork and all other materials WBD may provide to you in relation to World Book Day;
“World Book Day”	the annual celebration or series of events each year, the purpose of which is to promote and encourage reading amongst children and young people which, in the Territory, is promoted by the Charity ‘World Book Day’;
“World Book Day Books”	the book titles selected and approved by WBD for inclusion in the World Book Day Campaign each year;
“World Book Day Campaign”	the campaign devised by WBD for the promotion of World Book Day; and
“World Book Day Logo”	the logo set out in Schedule 1.



Schedule 1
Trade Marks

Registered Trade Mark UK00002628803	
Registered Trade Mark UK00003528710	WORLD BOOK DAY



Schedule 2

WBD Brand Guidelines

As you will understand and appreciate, our brand is incredibly important to us, and protecting it and its reputation is crucial to upholding our charitable objectives. With that in mind, the Retailer shall ensure that any and all use of the WBD Materials by or on behalf of the Retailer complies with the World Book Day's Brand Guidelines as supplied to you.

Any use of the WBD Materials by or on behalf of the Retailer must:

- be in support of or in furtherance of the Charitable Purpose;
- reflect and align with the central message of the relevant World Book Day Campaign, as notified to the Retailer;
- refer customers to the World Book Day £1 token and £1 Books and how they can be obtained;
- wherever possible, refer to the [6 elements of promoting reading for pleasure](#) in the production of resources and activities;
- use the WBD Materials in the format, colourways and dimensions provided. The WBD Materials should not be altered or amended in any way without WBD's prior written consent; and
- not be used for commercial gain or exploitation, without obtaining WBD's prior written consent to such use.