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# KiwiSaver

## Trade Mark Requirements

(New Zealand)



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## 1. Introduction

- 1.1 This document sets out certain requirements and standards which must be complied with by any Licensed User who is licensed to use the KiwiSaver Trade Marks (**“Requirements”**).
- 1.2 These Requirements form part of the KiwiSaver Trade Mark Licence Agreement between Inland Revenue and each Licensed User.
- 1.3 Capitalised terms used in this document are defined in section 10.2.

## 2. KiwiSaver

- 2.1 The KiwiSaver savings initiative was designed to afford higher levels of consumer protection than other superannuation schemes. It is a voluntary, work-based savings initiative to help New Zealanders with their long-term saving for retirement.
- 2.2 The KiwiSaver Trade Marks have become recognised and trusted since the KiwiSaver savings initiative was launched in 2007. It is important to ensure that this remains the case.

## 3. Protecting the KiwiSaver Trade Marks

- 3.1 Part of Inland Revenue’s role in administering the KiwiSaver savings initiative is to take steps to ensure the KiwiSaver Trade Marks are protected for the benefit of Scheme Providers and the public.
- 3.2 Inland Revenue has registered the KiwiSaver Trade Marks in various forms as a means of protecting against unauthorised use.

- 3.3 Inland Revenue also needs to ensure the KiwiSaver Trade Marks are used appropriately in the marketplace and that this use is authorised. This helps to:
  - (a) ensure the public are not confused, misled or deceived;
  - (b) ensure Scheme Providers are treated equally; and
  - (c) maintain the integrity of KiwiSaver and stop the KiwiSaver Trade Marks being damaged or diluted.
- 3.4 In considering whether to authorise use of the KiwiSaver Trade Marks, Inland Revenue will consider a range of factors including the context of the proposed use as well as the identity of the proposed users and the nature of their business.
- 3.5 Anyone wishing to use the KiwiSaver Trade Marks must apply to Inland Revenue for a licence by contacting us at the following address:  
**[kiwisavercommunications@ird.govt.nz](mailto:kiwisavercommunications@ird.govt.nz)**
- 3.6 If Inland Revenue agrees to grant a licence, all use of the KiwiSaver Trade Marks will be governed by that KiwiSaver Trade Mark Licence Agreement and these Requirements.
- 3.7 Although Inland Revenue may authorise use of the KiwiSaver Trade Marks, it is the responsibility of all Licensed Users to make sure the information they supply under or in connection with the KiwiSaver Trade Marks is accurate and complies with all laws.
- 3.8 Any person who uses a KiwiSaver Trade Mark without entering into a KiwiSaver Trade Mark Licence Agreement risks infringing Inland Revenue’s rights relating to the KiwiSaver Trade Marks including copyright in the KiwiSaver Logo.

3.9 Licensed Users are not permitted to sub-license their rights without Inland Revenue's written approval. Therefore, a Licensed User's related companies and Distributors will not be licensed to use the KiwiSaver Trade Marks unless they also enter into a KiwiSaver Trade Mark Licence Agreement with Inland Revenue.

#### 4. Using the KiwiSaver Trade Marks

4.1 Licensed Users are entitled to use the KiwiSaver Trade Marks as expressly authorised by the terms of their KiwiSaver Trade Mark Licence Agreement and these Requirements. Licensed Users must not use the KiwiSaver Trade Marks in any other way or for any other purpose. To avoid doubt, this includes use on or in relation to Licensed Users' marketing material and disclosure documents.

4.2 Unless otherwise specified in their KiwiSaver Trade Mark Licence Agreement, Licensed Users are only authorised to use:

- (a) the KiwiSaver Trade Marks in relation to:
  - (i) the marketing, promotion or sale of the Licensed User's KiwiSaver Scheme where the Licensed User is a Scheme Provider;
  - (ii) the marketing, promotion or sale of the another Scheme Provider's KiwiSaver Scheme in the case of a Distributor who is authorised to market, promote or sell that scheme or an Excluded AFA; or
  - (iii) education or advisory services relating to the KiwiSaver savings initiative;

- (b) the word "KiwiSaver" in accordance with section 5 of these Requirements; and
- (c) the KiwiSaver Logo in accordance with section 6 of these Requirements,

and as otherwise authorised or directed by Inland Revenue from time to time in writing.

4.3 Without limiting Inland Revenue's other rights and remedies, if a Licensed User other than a Scheme Provider:

- (a) fails to comply with the terms of its KiwiSaver Trade Mark Licence Agreement or these Requirements, Inland Revenue may notify the Licensed User in writing specifying the failure and requiring it to be remedied; and
- (b) fails to remedy the failure within 14 days of receiving notice under clause 4.3(a), Inland Revenue may withdraw that Licensed User's authorisation to use the KiwiSaver Trade Marks by giving a further notice in writing in which case the KiwiSaver Trade Mark Licence Agreement will be terminated and the Licensed User must immediately cease all use of the KiwiSaver Trade Marks.

Remedies relating to a Scheme Provider's misuse of the KiwiSaver Trade Marks are set out in the Scheme Provider Agreement between Inland Revenue and the Scheme Provider.

## 5. Use of the word “KiwiSaver”

- 5.1 The word “KiwiSaver” must always appear as one word and be spelt with a capital K and capital S.
- 5.2 The word “KiwiSaver” may only be used on its own when referring to the KiwiSaver savings initiative.

e.g., “KiwiSaver involves employers, scheme providers and several government agencies.”

- 5.3 Scheme Providers wanting to use the word “KiwiSaver” in relation to their own KiwiSaver Schemes must do so in accordance with one or more of the following examples:

“[provider name]’s XYZ KiwiSaver [scheme/plan]”

“the XYZ KiwiSaver [scheme/plan]”

“XYZ KiwiSaver [scheme/plan]”

- 5.4 The following examples of use are expressly not permitted on any communication, material or collateral relating to the KiwiSaver savings initiative or a particular KiwiSaver Scheme or Scheme Provider:

- (a) use of the expression “KiwiSaver fund”;
- (b) use of the word “KiwiSaver” in conjunction with the name, trading name or trade mark of the Licensed User, except as part of the relevant KiwiSaver Scheme name;
- (c) use of the word “KiwiSaver” in an abbreviated or shortened form of a KiwiSaver Scheme name (for example, reference to the “XYZ KiwiSaver Scheme” as “XYZ KiwiSaver”);

- (d) use of any of the expressions “KiwiSavers”, “KiwiSaving” or any other word or term where the word “KiwiSaver” (or a variation of that word) is used as a verb or collective noun;
- (e) use of the word “KiwiSaver” in any stylised form or as part of any logo other than as set out in section 6; or
- (f) the use of small or fine print in documentation to define use of the word “KiwiSaver” that does not comply with these Requirements by reference to use that does,

unless Inland Revenue expressly authorises the particular use in writing and at its absolute discretion.

- 5.5 Notwithstanding the other provisions of this clause 5, Scheme Providers are permitted to use the word “KiwiSaver” on its own or in the abbreviated forms described in clause 5.4(c) in domain names, internet/email addresses or 0800 telephone numbers provided that use is not misleading or deceptive and otherwise complies with the terms of their KiwiSaver Trade Mark Licence Agreement and these Requirements.
- 5.6 Licensed Users who are not Scheme Providers are not permitted to use the word “KiwiSaver”, or any word that is confusingly similar to the word “KiwiSaver”, in domain names or internet/email addresses unless Inland Revenue expressly authorises the particular use in writing and at its absolute discretion.
- 5.7 Licensed Users may use the word “KiwiSaver” in their registered company or KiwiSaver Scheme names provided that use complies with the terms of their KiwiSaver Trade Mark Licence Agreement and these Requirements.

## 6. Use of the KiwiSaver Logo

- 6.1 Licensed Users must use and reproduce the KiwiSaver Logo without any alterations and must use electronically sourced artwork at all times. The <sup>TM</sup> symbol must appear with the KiwiSaver Logo as indicated in the examples below.
- 6.2 The smallest size that the KiwiSaver Logo can appear is 25mm wide for colour and greyscale versions, and 20mm wide for black versions.



- 6.3 Clear space must be included around the KiwiSaver Logo to ensure the logo isn't crowded by other graphics. The minimum clear space is determined by the height of the 'w' above and below the logo, and the width of the 'w' on the sides of the logo.



- 6.4 The KiwiSaver Logo must be reproduced in the correct colours, or in black and white.

If Licensed Users are printing in full colour, they must reproduce the KiwiSaver Logo in a full colour option.

### Full-colour version (green and stone)



Licensed Users must use this when printing in full colour, on a white or very pale background.

### Single-colour version (green only)



Licensed Users must use this when printing in single colour, on a white or very pale background.

### Full-colour version (green and white)



Licensed Users must use this when printing in full colour, on mid-tone backgrounds.

### Full-colour version (stone and white)



Licensed Users must use this when printing in full colour, on mid to dark-tone backgrounds.

### Greyscale version



Licensed Users must use this when printing in black and white, on white backgrounds. This logo must never appear on grey backgrounds.

### Black version



Licensed Users must use this when you would use the greyscale version, if it is not possible to use tones.

### White version



Licensed Users must use this on black backgrounds.

- 6.5 The KiwiSaver Logo must not be incorporated into any of the Licensed User's company names, trade marks or logos.
- 6.6 Subject to clause 6.7, the KiwiSaver Logo must not be used on the Licensed User's stationery such as letterhead or business cards. The main reasons for this include:
  - (a) correspondence on or in connection with the stationery may not always relate to KiwiSaver and the use of the KiwiSaver Logo may mislead recipients into believing it is related; and
  - (b) use on letterhead, business cards and other stationery can mislead the public about the authority of the person using that stationery. For example, the public may be misled that the person has some official government status or is in fact a Scheme Provider when they are not.

6.7 Scheme Providers may use the KiwiSaver Logo on member statements and correspondence to members of its KiwiSaver Scheme provided that the logo is used together with:

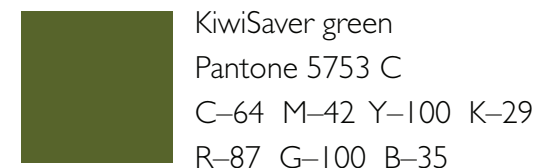
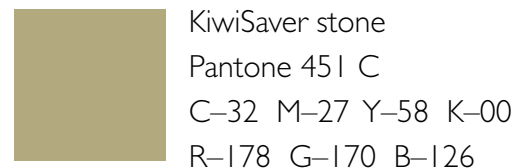
- (a) the full name of the relevant Scheme Provider's KiwiSaver Scheme; and
- (b) the relevant Scheme Provider's logo.

6.8 The KiwiSaver Logo can be used on websites, as long as the Licensed User ensures that:

- (a) the only link navigable from the KiwiSaver Logo is to [www.kiwisaver.govt.nz](http://www.kiwisaver.govt.nz);
- (b) the KiwiSaver Logo does not feature so prominently as to suggest the website is an official government website or has some official government sanction; and
- (c) in the case of Licensed Users who are not also Scheme Providers, the website prominently features the following disclaimer:

"This website is operated by XYZ and is not endorsed by, or affiliated with, the New Zealand government or Inland Revenue. XYZ is using the KiwiSaver trade mark and logo under licence from Inland Revenue. To view the official New Zealand government KiwiSaver website, please click here." [link to [www.kiwisaver.govt.nz](http://www.kiwisaver.govt.nz)].

6.9 Two colours make up the KiwiSaver colour palette – KiwiSaver stone and KiwiSaver green.





## 7. Use of the KiwiSaver Trade Marks by Distributors

- 7.1 When promoting, marketing, distributing, supplying or selling another person's KiwiSaver Scheme product, Licensed Users who are Distributors or Excluded AFAs must:
- (a) ensure it is clear in all correspondence, promotional material and dealings that they are promoting, marketing, distributing, supplying or selling another person's KiwiSaver Scheme product and not their own;
  - (b) clearly identify the Scheme Provider and the Scheme Provider's KiwiSaver Scheme (by reference to the official name of the registered KiwiSaver Scheme as registered with the Financial Markets Authority) that is being promoted, marketed, distributed, supplied or sold;
  - (c) not re-brand another person's KiwiSaver Scheme or KiwiSaver Scheme product as their own or under their own trade mark or trading name; and
  - (d) only co-brand another person's KiwiSaver Scheme or KiwiSaver Scheme product if it is clear in all communications and throughout all written materials (together, the 'material'):
    - (i) who the Scheme Provider is; and
    - (ii) what the KiwiSaver Scheme's official name is (as registered with the Financial Markets Authority).

All Licensed Users, including Scheme Providers, must ensure this information features prominently throughout the material so that it is explicitly clear to the public, from first impressions, who the Scheme Provider is and what the official name of the KiwiSaver Scheme is.

- 7.2 Where Licensed Users engage employees, agents or contractors to help them to promote, market, distribute, supply or sell another person's KiwiSaver Scheme product, they must ensure the employees, agents and contractors are reputable, trustworthy and have sufficient skills, experience and qualifications to promote, market, distribute, supply or sell the KiwiSaver Scheme product in a manner that is accurate, ethical, legal and not misleading.
- 7.3 Licensed Users must only promote KiwiSaver Schemes registered by the Financial Markets Authority as KiwiSaver Schemes.

## 8. General requirements

- 8.1 The KiwiSaver Trade Marks must not be used in a way which is misleading or deceptive or likely to mislead or deceive. Without limitation, Licensed Users must ensure:
- (a) it is clear what goods or services they are offering in connection with their use of the KiwiSaver Trade Marks; and
  - (b) they do not make any false representations or suggestions as to their status or as to any authority or accreditation they or their goods and services have obtained.
- 8.2 Without limiting section 8.1, Licensed Users must not use the word "accredited", or any similar words, in connection with the KiwiSaver Trade Marks if that use gives any suggestion that the Licensed User has obtained any official government accreditation or sanction in relation to the KiwiSaver savings initiative.
- 8.3 The KiwiSaver Trade Marks must only be used for legal purposes and must not be used in connection with any illegal activity.

8.4 Licensed Users must ensure:

- (a) the goods and services they supply under or in connection with the KiwiSaver Trade Marks:
  - (i) are of a consistently high standard and quality; and
  - (ii) comply with all laws and regulations;
- (b) the information and documentation they provide to third parties, including external reporting houses, complies with the Requirements; and
- (c) the methods they and their Distributors employ to promote, market, distribute, supply and sell KiwiSaver Scheme products comply with all laws and regulations including, without limitation, all laws and regulations relating to the marketing and sale of financial products and securities.

8.5 Each Licensed User agrees:

- (a) not to use the KiwiSaver Trade Marks in any way that would tend to allow them to become generic, lose their distinctiveness, become liable to mislead the public, or be detrimental to or inconsistent with the good name, goodwill, reputation and image of Inland Revenue or the KiwiSaver savings initiative;
- (b) not to misrepresent any aspect of the KiwiSaver savings initiative or any KiwiSaver Scheme or give any false or misleading information about either of them;
- (c) not to engage in any misleading, deceptive, unethical or illegal practices in relation to the KiwiSaver savings initiative or any KiwiSaver Scheme or Scheme Provider;
- (d) not to do anything to harm the reputation of the KiwiSaver savings initiative;

- (e) to immediately cease any behaviour or activity that is in breach of these Requirements; and
- (f) to report to Inland Revenue in writing if they become aware of any third party making use of the KiwiSaver Trade Marks other than in accordance with the Requirements or in any way that prejudices the distinctiveness and value of the KiwiSaver Trade Marks; and
- (g) to ensure its employees, agents and contractors comply with these Requirements.

8.6 Without limiting section 7, each Licensed User who is a Scheme Provider agrees:

- (a) not to re-brand it's KiwiSaver Scheme or KiwiSaver Scheme product, or allow it to be re-branded, under another person's trade mark or trading name or under a name that is different from it's KiwiSaver Scheme's official name as registered with the Financial Markets Authority; and
- (b) to only co-brand it's KiwiSaver Scheme or KiwiSaver Scheme product if it is clear in all communications and throughout all written materials (together, 'the material'):
  - (i) who the Scheme Provider is; and
  - (ii) what the KiwiSaver Scheme's official name is (as registered with the Financial Markets Authority).

All Licensed Users, including Distributors and Excluded AFAs, must ensure this information features prominently throughout the material so that it is explicitly clear to the public, from first impressions, who the Scheme Provider is and what the official name of the KiwiSaver Scheme is.

## 9. Changes to these Requirements

- 9.1 These Requirements may be changed from time to time by Inland Revenue including where Inland Revenue considers it necessary or desirable to change them as a result of legislative or regulatory change, the introduction of new legislation or regulation, developments in the industry, or changes to Inland Revenue's branding or brand management strategy.
- 9.2 Inland Revenue intends to consult with Licensed Users who are Scheme Providers on all changes to these Requirements unless Inland Revenue considers consultation to be unnecessary or inappropriate in the circumstances. Inland Revenue will notify Scheme Providers of the timing and nature of any consultation at the time it is undertaken.
- 9.3 Subject to clause 9.2, any revised final version of the Requirements will become effective 30 days after it is made available to the public and to all Licensed Users.
- 9.4 Although the amended version of the Requirements will be effective after the 30 day period referred to in clause 9.3, certain changes may not have to be implemented immediately. For example, Inland Revenue may allow a phase out period for any outdated branding.
- 9.5 Licensed Users may terminate their KiwiSaver Trade Mark Licence Agreement by giving notice in writing to Inland Revenue if they do not accept any changes made to these Requirements.
- 9.6 Where a Licensed User is licensed under a Scheme Provider Agreement, the change management process set out in clause 11 of the Scheme Provider Agreement will not apply to changes to these Requirements. Changes to these Requirements will be governed by this clause 9.

## 10. Interpretation and definitions

10.1 In these Requirements:

- (a) headings are used for convenience only and will not affect its interpretation;
- (b) references to the singular include the plural and vice versa;
- (c) references to any statute or regulation are references to that statute or regulation as amended or replaced;
- (d) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) references to a "person" include:
  - (i) an individual, firm, company, corporation or unincorporated body of persons;
  - (ii) any public, territorial or regional authority;
  - (iii) any government; and
  - (iv) any agency of any government or authority; and
- (f) an obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done.

10.2 In these Requirements the following terms have the following meanings:

**“Act”** means the KiwiSaver Act 2006 and includes all regulations made under that Act.

**“Authorised Financial Advisers”** means individual financial advisers who are registered on the Financial Service Providers Register and authorised by the Securities Commission or the Financial Markets Authority.

**“Distributor”** means any person who a Scheme Provider knows, or ought reasonably to be aware, promotes, markets, distributes, supplies or sells any or all of the Scheme Provider’s KiwiSaver Scheme products as part of that person’s business activities or otherwise for financial gain or intends doing so and includes, without limitation, any of the following persons where the Scheme Provider knows, or ought to be aware, those persons promote, market, distribute, supply or sell any or all of the Scheme Provider’s KiwiSaver products as part of those persons’ business activities or otherwise for financial gain or intend doing so:

- (a) financial advisers who have to be registered under the Financial Service Providers (Registration and Dispute Resolution) Act 2008;
- (b) QFE Advisers;
- (c) Authorised Financial Advisers;
- (d) persons who give class advice about KiwiSaver and recommend a particular KiwiSaver scheme; and
- (e) persons who provide information or transmit the financial advice of another person but who may fall outside of giving class advice, but excludes any Excluded Person or Excluded AFAs.

**“Excluded AFAs”** means Authorised Financial Advisers who are not:

- (a) directly employed by the Scheme Provider or the QFE of which the Scheme Provider is an associated entity;
- (b) nominated representatives of the Scheme Provider or the QFE of which the Scheme Provider is an associated entity; or
- (c) advisers in an associated entity of the Scheme Provider or the QFE of which the Scheme Provider is an associated entity.

**“Excluded Person”** means any:

- (a) employer to the extent that the employer is acting in the ordinary course of its role as employer in providing information to its employees about the Scheme Provider’s KiwiSaver Scheme; or
- (b) trustee of the Scheme Provider’s KiwiSaver Scheme in so far as that trustee is acting in the ordinary course of performing its duties and obligations as trustee of the Scheme Provider’s KiwiSaver Scheme.

**“Inland Revenue”** means Her Majesty in Right of New Zealand acting by and through the Commissioner of Inland Revenue or his or her authorised delegate.

**“KiwiSaver”** means the KiwiSaver savings initiative put in place under the Act.

**“KiwiSaver Logo”** means the logo that is the subject of New Zealand Trade Mark No. 748366, as amended from time to time by Inland Revenue.

**“KiwiSaver Scheme”** has the meaning given to that term in the Act.

**“KiwiSaver Trade Marks”** means the trade marks that are the subject of New Zealand Trade Mark Nos. 729804, 748366 and 812852, as amended from time to time by Inland Revenue.

**“KiwiSaver Trade Mark Licence Agreement”** means:

- (a) in the case of Scheme Providers, the licence agreement set out in Schedule A of the Scheme Provider Agreement; and
- (b) in the case of all other Licensed Users, the licence agreement entered into by the Licensed User and Inland Revenue governing use of the KiwiSaver Trade Marks.

**“Licensed User”** means a person who is party to a KiwiSaver Trade Mark Licence Agreement with Inland Revenue.

**“Provider”** has the meaning given to that term in the Act.

**“QFE Advisers”** means individual financial advisers who are not Authorised Financial Advisers and who are:

- (a) employees of a QFE or any member of a QFE group; or
- (b) nominated representatives of a QFE or a partner entity.

**“Requirements”** has the meaning given to that term in section 1.1.

**“Scheme Provider”** means a Provider of a KiwiSaver Scheme.

**“Scheme Provider Agreement”** means the Scheme Provider Agreement entered into by each Scheme Provider and Inland Revenue.

These trade mark requirements were prepared in March 2011. Please note that they may be amended or updated from time to time.

For more information on the KiwiSaver logo and branding or these guidelines, please contact [kiwisavercommunications@ird.govt.nz](mailto:kiwisavercommunications@ird.govt.nz)

KiwiSaver is a trademark of the Inland Revenue Department.

