

Industry Regulatory Scheme for Marketing Calls

Conditions of Use of Logo

To minimise the inconvenience that may be caused to the public by marketing calls, the Commerce and Economic Development Bureau (“CEDB”) and the Office of the Communications Authority (“OFCA”) have been encouraging different industries to implement the Industry Regulatory Scheme for Marketing Calls (the “Scheme”) to strengthen industry regulation of marketing calls. Twelve trade associations from seven industries (namely, finance, insurance, telecommunications, call centres beauty, estate agencies and money lenders) have participated in the Scheme and issued their codes of practice with reference to the Benchmark Code of Practice on Person-to-Person Marketing Calls formulated by OFCA.

To raise public awareness of the Scheme and encourage industries’ participation, OFCA launched the logo of the Scheme (“Logo”) as set out in Schedule 1. Trade associations (“Relevant Associations”) and their members which take part in the Scheme (collectively referred to as the “Relevant Parties”) can use the Logo to showcase their efforts and commitments in proactively regulating telemarketing calls.

The Logo may be reproduced and used by the Relevant Parties free of charge, subject to the conditions stated in clauses 1.1 to 1.4 below (“Conditions of Use”). By using and/or reproducing the Logo at their own cost, the Relevant Parties agree to be bound by these Conditions of Use.

1. Use of Logos

- 1.1 The Relevant Parties may use the Logo only if they have participated in the Scheme.
- 1.2 The Logo may be reproduced by the Relevant Parties at their own cost and it will be used in the following manner –
 - (a) The Logo shall be in the form and colours as prescribed in Schedule 1. In reproducing and using the Logo, the Relevant Parties must not alter, edit or otherwise make changes to the form of the Logo, including without limitation outlining, rotating, skewing, stretching or scaling the

logo in a disproportional manner;

- (b) The Logo shall be printed in such size that the characters appearing on it are legible;
- (c) The Logo may be displayed on the website(s) of the Relevant Parties or printed in any materials (including name cards, notices, newsletters, sales brochure, promotion materials, etc.) published by the Relevant Parties for purposes that are directly related to indicating their participation in the Scheme; and
- (d) The Logo shall not be used in any manner which may jeopardise or damage or in the opinion of CEDB or OFCA, likely to jeopardise or damage, the reputation of the Scheme.

1.3 The authorisation for the Relevant Parties to use the Logo shall be non-exclusive and non-transferable.

1.4 The Relevant Associations shall be responsible for the administration of the use of Logo among their members such that they will only authorise those members who have duly participated in the Scheme to use the Logo.

2. Suspension and Termination

2.1 The Relevant Associations shall suspend or terminate the authorisation for their members to use the Logo where the members concerned fail to comply with the Conditions of Use, fail to comply with their codes of practice, or choose to exit the Scheme.

2.2 OFCA may –

- (a) where the Relevant Associations fail to comply with the Conditions of Use, suspend or terminate the authorisation for the Relevant Associations to use the Logo; and
- (b) at its sole and absolute discretion, prohibit the use of Logo including the authorisation for the Relevant Parties to use the Logo.

2.3 Upon occurrence of any event referred to in clause 2.1 or 2.2 above, the Relevant Parties shall immediately and unconditionally cease to use the Logo.

3. Case Referral and Investigation

3.1 OFCA has the right to refer suspected cases of misuse or complaints in relation to the use of Logo to the Relevant Associations for investigation. The Relevant Associations shall endeavour to follow up the cases and inform OFCA of the outcome within 14 calendar days.

4. Waiver and Indemnity

4.1 The Relevant Parties hereby expressly, unconditionally and absolutely waive all its rights of any claims against the Government of Hong Kong Special Administrative Region, CEDB, the Communications Authority, OFCA and their respective officers, directors, employees, agents, subsidiaries, affiliates, successors and assigns, for any loss, damage, claim or liability of whatsoever nature which it may incur or suffer directly or indirectly arising from, in connection with or as a result of –

- (a) prohibition of the use of the Logo or the authorisation for the Relevant Parties to use the Logo; or
- (b) any claim or complaint made by any other person against the Relevant Parties as a result of the Relevant Parties using the Logo or being a participant of the Scheme, or as a result of publication or announcement made by CEDB or OFCA under the Scheme in relation to the Relevant Parties for which the Logo is used.

4.2 Clause 4.1 shall survive suspension or termination or prohibition of the authorisation for the Relevant Parties to use the Logo.

5. Amendment to the Conditions of Use

5.1 OFCA reserves all rights to amend, alter, add or repeal any terms of this document at any time and in any manner as it sees fit. Relevant Parties shall comply with any latest version of this document as promulgated by OFCA from time to time.

6. Interpretation

6.1 OFCA have the sole and absolute discretion in interpreting these Conditions of Use.

6.2 In these Conditions of Use, the singular includes the plural and vice versa.

Schedule 1 of the Conditions of Use of Logo

Design of the Logo



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營銷電話行業規管計劃