



## TRAVEL WISCONSIN LOGO

The logo is the mark that immediately identifies us and tells people that the communication is informed by the standards, values and mission of Travel Wisconsin.

Building a strong brand that is understood by the consumer doesn't happen overnight. It requires consistent use of available communications with focused messaging across all channels and available touchpoints.

The Travel Wisconsin logo, colors, and other elements used correctly and consistently will help travelers recognize our brand and keep Wisconsin top of mind when they are choosing a travel destination. Consistent use of the logo helps it - and us - gain influence and recognition over time. Protecting and preserving the brand is crucial for success.

The Travel Wisconsin logo will be made available for usage as part of participation in certain programs, which may include Travel Wisconsin co-op programs and JEM grants. Guidelines for usage in all these situations are outlined below.

Logo use consideration outside of those outlined below will be reviewed on a case-by-case basis and granted only in extenuating circumstances.

**Wisconsin Governor Tony Evers**

**Wisconsin Department of Tourism Acting Secretary Anne Sayers**

201 West Washington Avenue P.O. Box 8690 Madison, WI 53708-8690 Telephone: 608.266.7621 FAX: 608.266.3403

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## ALLOWABLE LOGO USAGE

### Travel Wisconsin Co-op

Those participating in select Travel Wisconsin co-op programs will be allowed usage of the Travel Wisconsin logo (the “Logo”) when and where applicable. Details for what is considered allowable usage will be outlined per co-op program. If Logo usage is permitted, the Logo usage guidelines below must be followed.

### JEM Grant Recipients

JEM Grant recipients will be required to use the specified grant logo lock-up, audio clip and video clip on all relevant marketing materials and to adhere to the logo usage guidelines. Assets for these materials will be provided via secure download link directly to JEM grant recipients. All marketing materials containing these elements must be reviewed and approved by Travel Wisconsin.

### Additional Permission & Use

Travel Wisconsin is often asked by groups or individuals to use our Logo for sponsorship events, promotions and other programs. There will be limited Logo usage allowed beyond the above outlined applications. A group or individual may request **a non-exclusive, non-transferable limited license for use of the Travel Wisconsin Logo**. It is at the Department of Tourism’s sole discretion to provide a license of use.

Violating any guideline, as determined by the Department, may result in the immediate termination of the right to use the Logo. The request is for **one year or one-time use without significant changes**. If any changes are made to the approved request, a new request will need to be submitted.

### Requesting Logo Usage & Logo Usage Approval Process

All Logo usage requests, including those from partners participating in one of the ways outlined above need to be submitted in writing to [brand@travelwisconsin.com](mailto:brand@travelwisconsin.com). The request should include the name of your organization, why you are requesting logo usage and any other details related to the request.

If the request is approved, you will be provided the Logo files upon signing of a Logo usage agreement, which will outline the terms of the Logo usage, including how long the limited usage license is for.

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Upon signing of the license agreement and receipt of the Logo, all applications of the Travel Wisconsin logo require review and approval before they can be published. Request for review and approval should be submitted to [brand@travelwisconsin.com](mailto:brand@travelwisconsin.com) and should include all files showing the logo usage and any relevant details. Please allow 10 business days for review and approval.

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## LOGO USAGE GUIDELINES

In order to maintain a consistent visual presence, the use of the Travel Wisconsin Logo must follow the guidelines outlined below. All Logo usage by any entity outside of Travel Wisconsin requires the applicant to agree to the guidelines listed below and signature on a Logo usage license agreement.

**When a requested use of the Travel Wisconsin Logo is granted, the applicant (a/k/a the "Licensee") shall enter into a written non-exclusive non-transferable limited license for one-year in which the Licensee shall agree to the following:**

1. The request is a one year or one-time use without significant changes. If significant changes are made, a new request will be submitted.
2. The use of the Logo is only for the use described in the request. Any other use is prohibited and shall constitute an infringement on Travel Wisconsin's intellectual property.
3. The limited, non-exclusive, non-transferable license is for the sole and exclusive use of the applicant. The applicant may not sub-license the use of the mark without the prior written consent of Travel Wisconsin. Any sub-licensing of the Logo will result in immediate termination of the license and the applicant must cease all use of the logo.
4. The applicant will maintain the high quality of the Logo and will safeguard the established prestige and goodwill related to the Logo.
5. The applicant will take all necessary steps, and all steps reasonably requested by Travel Wisconsin, to prevent or avoid any misuse of the Logo.
6. The applicant is acknowledging that Travel Wisconsin is the owner of all rights, title and interest in and to the Logo, and any and all forms or embodiments thereof, and is the owner of the goodwill attached to the Logo in connection with the services for which the Logo has been and may be used.
7. The applicant will hold harmless Travel Wisconsin from any liability that results in any way from the applicant's use of the Logo.
8. The applicant may not use the Logo in any way or for any purpose which the Department of Tourism, in its sole discretion, determines has or could have an adverse impact of the State of Wisconsin or Travel Wisconsin's reputation or interests.
9. The license does not create a partnership or agency agreement. Neither the applicant nor its representatives may hold themselves out to third parties as an agent or representative of Travel Wisconsin, nor shall they have any authority to take any action or enter into any agreement on behalf of Travel Wisconsin.
10. A sample of use will be submitted to Travel Wisconsin illustrating how the Logo will be used.

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11. The applicant/Licensee shall not:
  - a. Alter the Logo in any way.
  - b. Use any part of the Logo as part of another word.
  - c. Redesign, redraw, animate, modify, distort, or alter the proportions of the Logo.
  - d. Surround the Logo with, or place in the foreground over, a pattern or design.
  - e. Rotate or render the Logo three-dimensionally.
  - f. Add words, images, or any other new elements to the Logo.
  - g. Enclose the Logo in a shape or combine it with other design elements or effects.
  - h. Modify the size or position relationship of any element within the Logo.
  - i. Add additional copy to the Logo.
  - j. Sell or resell products or merchandise using the Logo, or compete with merchandise offered by or through Travel Wisconsin.
12. Violation of any guideline or representation, as determined by the Department of Tourism, may result in the immediate termination of the right to use the logo.
13. The Licensee shall agree that the Department (the licensor) shall be entitled to immediate temporary and/or permanent injunctive relief to restrain and/or correct any violation or threatened violation by the Licensee of the terms of the license.
14. Indemnification. In the event of a breach of this section by the Licensee, the Licensee shall indemnify and hold harmless the State of Wisconsin, the Department, and Travel Wisconsin, and any of their officers, employees, or agents from any claims arising from the acts or omissions of the Licensee, in violation these guidelines.
15. Equitable Relief. The Licensee acknowledges and agrees that the improper or unauthorized use of the Logo may cause immediate and irreparable injury to the Department and Travel Wisconsin, which injury will not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that the Department, on its own behalf or on behalf of the affected individuals, shall be entitled to obtain injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or under applicable law.
16. Other Remedies. Termination of this Agreement by either party in accordance with the provisions of this agreement shall be without prejudice to any other remedies that such party may have in law or equity. The parties shall use their best efforts to amicably resolve any dispute between them that arises from or pertaining to this agreement. In the event that the parties are unable to resolve any dispute on their own and litigation becomes necessary, the parties agree that the Wisconsin state court system shall have exclusive jurisdiction over any litigation about a dispute and that any such litigation shall be commenced in the Circuit Court for Dane County, Wisconsin.

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The parties to the temporary license agreement agree that Wisconsin state law shall be the choice of law to be used exclusively with respect to the interpretation of the temporary license agreement and these Guidelines.

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