

Logo and Trademark Use Guidelines

Updated: April 21, 2022

Contents

DLC Trademarks: Words and Logos Defined	2
Authorized Use of the DLC Logos and Trademarks	2
I. The DLC Program Logo	3
II. The DLC QPL Product Logo	
III. The DLC QPL Premium Logo	4
IV. The DLC Horticultural QPL Logo	4
V. The DLC LUNA Logo	4
V. The Trademarks	8
Jnauthorized/Improper Use	Ĉ
/iolations of Logo Guidelines1	C
Conclusion1	С

DLC Trademarks: Words and Logos Defined

The DesignLights Consortium® ("DLC") has five logos ("DLC Logos"), which are:



The DLC also has two main registered trademarks ("DLC Trademarks"):

- 1. "DesignLights Consortium" and
- 2. "DLC"

Collectively, the DLC Logos and Trademarks (pictured above) are all either pending applications or registered trademarks in the U.S., Europe, Canada, China, and Mexico. As with any asset with appreciable value, all of the DLC trademarks must be properly used and protected.

The DLC Logos and Trademarks are not only a valuable asset to the DLC, but are equally valuable to all DLC Members and product manufacturers who have products listed on the DLC Qualified Products List ("QPL"). In order to retain that value, all stakeholders must use the DLC Logos and Trademarks consistently and in compliance with these Guidelines in all communication and marketing materials. Ensuring that the DLC Logos and Trademarks are properly used protects every DLC stakeholder's investment in the program—and consumer confidence in the DLC brand.

Authorized Use of the DLC Logos and Trademarks

As a general rule, third parties (i.e., anyone other than the DLC and those granted explicit permission by the DLC) are not allowed to use the DLC Logos and Trademarks without permission. The purpose of the DLC Logo and Trademark Use Guidelines is to provide clarification about how the DLC Logos and Trademarks should be used by its stakeholders. The DLC Logos and Trademarks must always be used pursuant to the specifications in these Guidelines to identify the DLC or participation in the DLC program. Any use that falls outside of these specifications is strictly prohibited.

Participants in the DLC program agree to the DLC Logo and Trademark Use Guidelines and all DLC rules and policies, which may be updated at any time. Participants must acknowledge that the DLC (through Efficiency Forward, Inc.) is the sole owner of the DLC Logos and Trademarks, must and agree not to interfere with the DLC's rights in them, and acknowledge that goodwill derived from their use accrues only to the DLC. The DLC will review stakeholders' use of the DLC

Logos and Trademarks on a number of materials, including specifications sheets, websites, and other marketing materials. The DLC reserves the right to request modification for any non-compliant use as well as terminate participation in the DLC program for continuous violations of the Guidelines.

The DLC Logos and Trademarks and authorized participation are as follows:

I. The DLC Program Logo



For use by:

DLC Members*

To indicate membership in the DLC Program on DLC Member webpages.
*DLC Members are regional, state, utility, and energy efficiency programs who support the DLC Program through Member agreements throughout the U.S. and Canada.

Lighting Testing Laboratories

To indicate available product testing services necessary for manufacturers to submit an application to the DLC QPL. NOTE: Laboratories must meet the DLC accreditation requirements to display the logo. The DLC Logos and Trademarks may not be displayed in test reports or be used in a manner that implies the DLC endorsement of a laboratory or its services.

Manufacturers and Distributors

May not use the Program Logo without explicit permission by the DLC.

Other

Additional use of the DLC Program Logo will be assessed on a case-by-case basis. Please contact info@designlights.org.

Guidelines for Use of the DLC Program Logo

- The DLC Program Logo may not be altered, cut apart, separated, or otherwise distorted in perspective or appearance.
- The preferred version for the DesignLights Consortium Program Logo is the three-color mark (blue, green, and yellow). Alternate versions such as the one-color black logo or the one-color white logo are allowed. PLEASE refer to the style guide for information on the Standard and Alternative ways to use the DLC Program Logo.
- The DLC Program Logo must be large enough so that the lettering inside the logo is clearly legible in all mediums.
- The DLC Program Logo must be clear within "C" space of logo elements from all sides.

• To maintain legibility, the DLC Program Logo size should never be less than 1 inch wide in print applications and should never been less than 50 pixels high in web applications.

Common Mistakes to Avoid

- Do NOT reproduce the DLC Program Logo smaller than 1 inch (width) and/or 50 pixels (height).
- Do NOT use the DLC Program Logo to indicate a product as DLC qualified (Premium or otherwise) and vice versa. Each logo was created for a specific purpose, and they should not be confused.
- Do NOT copy the DLC Program Logo from the internet; please contact info@designlights.org for the official image files.
- For further instructions on the use of the DLC Program Logo, please review the <u>DLC</u> Program Logo Style Guide.
- II. The DLC QPL Product Logo,
- III. The DLC QPL Premium Logo,
- IV. The DLC Horticultural QPL Logo, and
- V. The DLC LUNA Logo









For Use By:

Manufacturers and Distributors (Including Private Labelers)
 To indicate that certain products have been DLC qualified and are listed on the corresponding QPL. NOTE: Use may be of the DLC QPL Logos (pictured above), or Approved Terminology, such as (1) "Product X is a DesignLights Consortium qualified product;" or (2) "Product Y is listed on the DLC QPL."

Guidelines for Use of the DLC QPL Logos

The following guidelines apply to the use of the DLC QPL Product Logo, the DLC QPL Premium Logo, the DLC Horticultural QPL Logo and the DLC LUNA Logo ("DLC QPL Logos").

- The DLC QPL Product Logo may be used for both qualified luminaires (on the SSL QPL) and qualified networked lighting controls systems (on the NLC QPL) but may NOT be used for Horticultural products.
- The DLC Horticultural QPL Logo may be used for qualified horticultural lighting products on the Horticultural QPL only.
- The DLC QPL Premium Logo is not applicable to lighting controls systems or horticultural luminaires and may only be used for qualified DLC Premium products listed on the SSL QPL.
- The DLC LUNA Logo may only be used for luminaires on the SSL QPL that qualify for the LUNA designation. The LUNA Logo may not be used for products listed on the NLC or Horticultural QPLs.
- The DLC LUNA Logo may be used in conjunction with the DLC QPL Product Logo or the DLC QPL Premium Logo for products that meet the SSL Technical Requirements and the LUNA Technical Requirements.
- The DLC QPL Logos may not be altered, cut, separated, or otherwise distorted in perspective or appearance.
- Please refer to the logo style guides for information on the Standard and Alternative ways to use the DLC QPL Logos.
- The DLC QPL Logos must be large enough so that the lettering inside the logo is clearly legible in all mediums.
- The DLC QPL Logos must be clear within "C" space of logo elements from all sides.
- The DLC QPL Logos should never be under .5 inches wide and .5 inches high to maintain legibility.

Use of the QPL Logos on General Marketing Materials

General Marketing Materials are defined as Website Home Pages and General Information Pages, such as About Us Pages, Covers of Brochures and Catalogs, Tradeshow Booth Displays – not in reference to specific products. Please contact info@designlights.org for the official image files.

- A pre-requisite for use of the DLC QPL Logos on general marketing materials is that the
 user in question must have products listed on a DLC QPL under the appropriate
 classification and QPL, or else the user must cease use of the DLC QPL Logos
 immediately.
- The DLC QPL Logos may be used on general marketing materials to indicate the user has products listed on the QPL without reference to the exact model numbers that appear on the QPL.

Use of the QPL Logos on Product-Specific Marketing Materials

- The DLC QPL Logos or Approved Terminology may only be used in association with specific products or control systems that have been verified to meet the Technical Requirements of the DesignLights Consortium and which appear on one of the DLC QPLs.
 - The DLC QPL Premium Logo may only be used in association with products that have been verified to meet the Technical Requirements of the DLC Premium classification and which appear on the DLC SSL QPL.
 - The DLC Horticultural QPL Logo may only be used in association with products that have been verified to meet the DLC Horticultural Technical Requirements and which appear on the DLC Horticultural QPL.
 - The DLC LUNA Logo may only be used in association with products that have been verified to meet the DLC LUNA Technical Requirements and which appear on the DLC SSL QPL.
- In order to use the DLC QPL Logos for solid-state lighting products, the user must provide the exact model numbers or DLC Product ID codes on the marketing material.
 - This information will allow the reader to locate the identified product on the most current version of the DLC QPL without further aid. The Product ID is a unique identifier for each specific model listing on the QPL.
 - o If not all products on the specific marketing materials are qualified, the user must clearly indicate which specific products are listed so that the reader can easily determine qualification status without further aid. Alternatively (or in addition to other efforts), the user may add the following language in close proximity to the logo:
 - "Not all product variations listed on this page are DLC qualified. Visit https://www.designlights.org/qpl to confirm qualification."
- In order to use the DLC QPL Logos for networked lighting control systems, the user must provide the qualified system name on the marketing material as it is listed on the Networked Lighting Controls QPL.
- The user may only claim DLC qualification or use the DLC QPL Logos in reference to the Primary Use Designation/application/QPL under which a product was qualified.
 - For example, a product on the SSL QPL that is qualified under the Linear Ambient Luminaire Primary Use Designation (PUD) may not also claim qualification under the Low Bay Luminaire PUD unless it is qualified and listed on the QPL under that PUD as well.
- Products may not be qualified under both the DLC Horticultural QPL and the DLC SSL QPL, therefore both logos may not be used in reference to the same product(s).

- Individual products qualified under the DLC LUNA designation only need to display the DLC LUNA Logo. In instances where marketing materials display both SSL and LUNA qualified products, both SSL and LUNA logos may be used.
 - o If not all products on the specific marketing material are qualified as both SSL and LUNA, the user must clearly indicate which specific products are listed so that the reader can easily determine qualification status without further aid. Alternatively (or in addition to other efforts), the user may add the following language in close proximity to the logo:
 - "Not all product variations listed on this page are DLC qualified with the LUNA designation. Visit https://www.designlights.org/qpl to confirm qualification."
- Products or control systems which have not yet been qualified should UNDER NO CIRCUMSTANCES display the DLC QPL Logos.
- Users who sell but do not manufacture products or systems listed on the DLC QPL (e.g. distributors) must include the name of the manufacturer and manufacturer's model number(s) prominently and in proximity to DLC QPL Logos. Organizations who use their own name and model number in any form to market products must submit a Private Label-Application.
- Manufacturers are responsible for ensuring that they, as well as any of their distributors and private labelers, use the correct model number on qualified products and that the DLC QPL Logos are being properly used on websites and specification sheets and materials.
 - Manufacturers must list their products on the DLC QPL under any and all brand names under which they are marketed and sold – even the ones that are private labeled.
 - To ease the process of re-listing qualified products under alternate brand names, please consult the <u>Private Label Policy</u>.

Common Mistakes to Avoid

- Do NOT use the DLC QPL Logos or claim DLC qualification in association with product applications or Primary Use Designations under which the product model numbers were not qualified.
 - The DLC Horticultural QPL Logo may only be used on products currently listed on the DLC Horticultural QPL.
- Do NOT use the DLC QPL Logos or claim DLC qualification in association with product applications or Primary Use Designations that do not exist.
- Do NOT use the DLC QPL Logos on non-DLC qualified products.
 - This includes products that are marketed by the same manufacturer or under the same brand name and products that are currently under review with the DLC.

- Do NOT place the DLC QPL Logos directly on your product or product packaging, regardless of the status of qualification. The logos are intended for use on websites and marketing materials only.
- Do NOT copy the DLC QPL Logos from the internet; please contact <u>info@designlights.org</u> for the official image files. NOTE: Specific model numbers should be included in all requests for DLC QPL Logos files.
- Do NOT use the DLC QPL Premium Logo for products that are NOT qualified under the DLC Premium classification.
 - This includes products that are qualified products on the QPL, but not qualified as Premium products on the QPL.
- Do NOT remove any of the wording, such as DLC, LISTED, or PREMIUM from the DLC QPL Logos.
- Do NOT use multiple model numbers for your qualified products; the model number that
 is on the DLC Qualified Products List MUST match the model number used by
 manufacturers and distributors on websites and specification sheets and materials.
- Do NOT reproduce the DLC QPL Logos smaller than .5 inches (width) and .5 inches (height).
- Do NOT use the DLC QPL Logos to indicate membership in the DesignLights Consortium.
- Do NOT use any of the DLC QPL Logos in any other company name, product name, service name, domain name, or website title.
- Do NOT place the DLC QPL Logos in email signature blocks or business cards.
- Do NOT use the DLC QPL Logos to imply a DLC endorsement of a company, product, or service.
- Do NOT use any logo that is not listed above to indicate DLC qualification or DLC QPL listing of a product.

For further instructions on the use of the DLC QPL Logos, please review the <u>DLC QPL Product</u> <u>Logo Style Guide</u>, the <u>DLC QPL Premium Logo Style Guide</u>, the <u>DLC Horticultural QPL Logo Style Guide</u>, and the <u>DLC LUNA Logo Style Guide</u>.

V. The Trademarks

DesignLights Consortium® and DLC®

For Use By:

DLC Members*, Manufacturers, Distributers and other third parties
 To reference the DesignLights Consortium on websites and marketing materials.
 *DLC Members are regional, state, utility, and energy efficiency programs throughout the U.S. and Canada.

Guidelines for Use of the Trademarks

The trademark symbol ® must be used the first time the words DesignLights Consortium or DLC appear in any written material in the following manner:

- The ® symbol should always be in superscript;
- There should be no space between DesignLights Consortium or DLC and the ® symbol;
- The ® symbol should be repeated in a document for each chapter title and in the first instance on each new webpage.
- Do NOT alter the capitalization or spacing for DesignLights Consortium; the trademark should always appear as two words; the D, L and C should be capitalized and there should be no space between the terms DESIGN and LIGHTS.

Common Mistakes to Avoid

- Do NOT include "DLC" or "DesignLights Consortium" in your product or company name.
- Do NOT include "DLC" or "DesignLights Consortium" in your product model number.
- Do NOT place the "DLC" or "DesignLights Consortium" trademarks in email signature blocks or business cards.
- Do NOT place the "DLC" or "DesignLights Consortium" trademarks directly on your product or product packaging, regardless of the status of qualification. The trademarks are intended for use on websites and marketing materials only.
- Do NOT use the "DLC" or "DesignLights Consortium" trademarks on non-DLC qualified products. This includes products that are marketed by the same manufacturer or under the same brand name and products that are currently under review with the DLC.
- Do NOT use the "DLC" or "DesignLights Consortium" trademarks in any other company name, product name, service name, domain name, or website title.
- Do NOT use any trademark that is not listed above to indicate DLC qualification or DLC QPL listing of a product.
- Do NOT use the "DLC" or "DesignLights Consortium" trademarks to imply a DLC endorsement of a company, product, or services.
- Do NOT use the "DLC" or "DesignLights Consortium" trademarks in webpage tabs or URLs/webpage addresses.

Unauthorized/Improper Use

Unauthorized and/or improper use of the DLC Logos and Trademarks, namely, not following these Guidelines, causes confusion among consumers, which compromises the DLC brand and its reputation. It may also constitute trademark infringement, trademark dilution, false advertising, fraud and/or other violations of law. The DesignLights Consortium actively monitors the use of

the DLC Logos and Trademarks, but also requests the assistance of its stakeholders to help police its brand. To report a trademark violation or to ask for a review of materials, please contact info@designlights.org.

Upon discovery of a DLC Logo or Trademark violation by a user, the DLC will take the necessary steps to have that violation corrected as quickly as possible in order to minimize the damage. The DLC expects that all stakeholders will endeavor to be compliant with these Guidelines and will make all changes requested by the DLC in order to achieve compliance.

Violations of Logo Guidelines

In case of DLC Logo and Trademark misuse, the DLC reserves the right to suspend the user's program privileges for up to 18 months. This may include a suspension (delisting) of all currently qualified products, as well as an inability to qualify additional products during the suspension. The DLC will notify the user of the violation and consequences. As a result of misuse, some third parties (e.g. private labelers) may be affected. Any third party that has products delisted as the result of someone else's misuse will be notified of the delisting.

In addition to suspension and/or delisting of products, the DLC reserves the right to charge a fee to cover legal expenses of the DLC trademark compliance program. Such a fee may start at \$250 per violation, depending on the severity of the infringement.

Conclusion

The DLC encourages the use of the logos and trademarks under the appropriate applications as documented in these Guidelines. Participants in the DLC Program must comply with the DLC Logo and Trademark Use Guidelines and all DLC rules and policies, which may be updated at any time. The DLC (through Efficiency Forward, Inc.) is the sole owner of the DLC logos and trademarks and actively monitors and takes action against violations of the DLC Logo and Trademark Use Guidelines and DLC policies.