



# NOTICE OF INTELLECTUAL PROPERTY RIGHTS AND PROTECTED DESIGNATIONS

WHEREAS The Haggis Wildlife Foundation <sup>TM</sup>, a corporate entity duly constituted under the laws of Scotland, with its registered office at 3 Lochrin Place, Edinburgh, EH3 9QX, United Kingdom (hereinafter referred to as "the Foundation," which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, assigns, and authorized representatives),

HEREBY GIVES NOTICE AND DECLARES AS FOLLOWS:

## I. PRELIMINARY DECLARATIONS

1.1 The Foundation, engaged in activities pertaining to the conservation, research, education, and cultural heritage preservation of the haggis species, has developed and maintains exclusive rights to an extensive portfolio of intellectual property assets.

1.2 The Foundation asserts and declares its absolute and unqualified ownership of, and all rights, title, and interest in, each and every one of the Protected Designations enumerated herein.

1.3 The Foundation further asserts that these rights are integral to its mission and purpose, and their protection is essential to the fulfilment of its objectives.

1.4 The Foundation maintains that any unauthorized use of these Protected Designations may cause irreparable harm to its reputation, goodwill, and ability to fulfil its charitable purposes.

## II. DEFINITIONS AND INTERPRETATION

2.1 In this Notice, unless the context otherwise requires:

(a) "Protected Designations" means and includes all names, marks, brands, logos, trading styles, business names, domain names, and other distinctive elements listed in Section III hereof, including: (i) The exact form as listed (ii) Any phonetic equivalents (iii) Similar sounding names (iv) Visual or stylistic variants (v) Translations into any language (vi) Transliterations into any script (vii) Abbreviated or shortened forms (viii) Expanded or supplemented forms (ix) Combinations with other words or elements

(b) "Intellectual Property Rights" means and includes all rights, whether registered or unregistered, including but not limited to: (i) Trademark rights (ii) Trading name rights (iii) Get-up rights (iv) Domain name rights (v) Rights of passing off (vi) Reputation rights (vii) Goodwill (viii) Database rights (ix) Design rights (x) Digital and electronic rights (xi) All other intellectual property rights of whatsoever nature

(c) "Territory" means and includes: (i) Scotland (ii) The United Kingdom (iii) The European Union (iv) All other territories worldwide where such rights may be asserted or enforced

(d) "Use" means any form of use, including but not limited to: (i) Physical use (ii) Digital use (iii) Electronic use (iv) Commercial use (v) Non-commercial use (vi) Educational use (vii) Charitable use (viii) Any other form of use whether now known or hereinafter developed

### III. PROTECTED DESIGNATIONS

#### 3.1 Primary Mark

3.1.1 Core Protection The Foundation claims absolute and exclusive ownership of the primary designation "The Haggis Wildlife Foundation" in all forms, styles, and manifestations thereof, including: (a) All associated rights, goodwill, and reputation (b) Any abbreviation or acronym thereof (c) Any translation into any language (d) Any transliteration into any script (e) Any similar or phonetically equivalent designation

3.1.2 Extended Primary Mark Protection The protection extends to: (a) The designation with or without "The" (b) Any combination of the words "Haggis," "Wildlife," and "Foundation" (c) Any stylized representation (d) Any graphic or logo representation (e) Any digital or electronic representation (f) Use as a domain name or social media identifier (g) Use in hashtags or meta tags (h) Use in any current or future medium

3.2 Subsidiary Designations The Foundation claims absolute and exclusive ownership of the following subsidiary designations, individually and collectively, including all variations, combinations, and derivatives thereof:

#### 3.2.1 Educational and Cultural Heritage Designations

##### 3.2.1.1 Protected Marks

- Museum of the Haggis(c)
- Haggis Heritage Trust(c)
- The Haggis Knowledge Hub(c)
- Haggis Chronicles Project(c)
- Haggis Lore Society(c)
- Haggis Historians Network(c)
- The Haggis Historians Collective(c)
- Haggis Studies Association(c)

3.2.1.2 Extended Protection Each designation in 3.2.1.1 is protected: (a) With or without "The" (b) In singular or plural form (c) In any order or combination of words (d) With alternative spellings (e) With or without spaces or punctuation (f) With any additional descriptive terms

#### 3.2.2 Conservation and Research Designations

##### 3.2.2.1 Protected Marks

- Haggis Conservation Society(c)
- Haggis Research Institute(c)
- Haggis Watch Scotland(c)
- Haggis Conservation Network(c)
- Friends of Wild Haggis(c)
- UK Haggis Office(c)

3.2.2.2 Extended Protection Each designation in 3.2.2.1 is protected: (a) In any geographical variation (b) With any organizational suffix (c) With any descriptive prefix (d) In abbreviated form (e) In expanded form (f) With alternative organizational terms

#### 3.2.3 Advocacy and Public Engagement Designations

##### 3.2.3.1 Protected Marks

- Scotland's Haggis(c)
- HaggisLife(c)
- Friends of the Haggis(c)
- Haggis World(c)
- Haggis Awareness Campaign(c)
- Haggis Advocacy Forum(c)

- Haggis Alliance International(c)

3.2.3.2 Extended Protection Each designation in 3.2.3.1 is protected: (a) In any linguistic variation (b) With geographical modifiers (c) With temporal modifiers (d) In campaign or program format (e) In initiative or project format (f) In any promotional context

### 3.2.4 Preservation and Protection Designations

#### 3.2.4.1 Protected Marks

- The National Haggis Council(c)
- Haggis Preservation Alliance(c)
- The Haggis Registry(c)
- Haggis Keepers of Scotland(c)
- The Haggis Preservation Society(c)
- The Highland Haggis Society(c)
- Save The Haggis(c)

3.2.4.2 Extended Protection Each designation in 3.2.4.1 is protected: (a) At any geographical level (local, regional, national, international) (b) With any organizational designation (c) In any regulatory or oversight context (d) In any administrative capacity (e) In any governance structure (f) With any institutional suffix

### 3.2.5 Exploration and Discovery Designations

#### 3.2.5.1 Core Exploration Brands

- Haggis Explorers' Guild(c)
- The Great Haggis Expedition(c)
- Haggis Discovery Initiative(c)
- Haggis Explorers Foundation(c)

#### 3.2.5.2 Discovery Group Portfolio

Primary Mark:

- Scotland's Wild Haggis Animal Discovery Group(c)

Protected Variations:

- Scotland's Wild Haggis Discovery Group(c)
- Scotland's Haggis Discovery Group(c)
- Scotland's Wild Animal Discovery Group(c)
- Scotland's Animal Discovery Group(c)
- Scotland's Haggis Animal Discovery(c)
- Scotland's Discovery Group(c)
- Scotland's Wild Discovery Group(c)
- Wild Haggis Discovery Group(c)
- Haggis Animal Discovery Group(c)

3.2.5.3 Extended Discovery Group Protection The Foundation claims exclusive rights to: (a) Any and all combinations, arrangements, or permutations of the words: • "Scotland's" • "Wild" • "Haggis" • "Animal" • "Discovery" • "Group" (b) When used: (i) In any order (ii) With or without possessive forms (iii) With or without plurals (iv) With or without articles (v) With or without conjunctions (vi) With or without prepositions (vii) With alternative spellings (viii) With phonetic equivalents (c) In relation to: (i) Haggis research (ii) Conservation (iii) Education (iv) Related activities (v) Associated services (vi) Connected programs (vii) Allied initiatives

### 3.2.6 Institutional and Membership Designations

#### 3.2.6.1 Protected Marks

- The Global Haggis Institute(c)
- Haggis Lovers' Collective(c)

- The Ancient Order of the Haggis(c)
- Haggis Patrons' Guild(c)
- Haggis Scholarship Foundation(c)
- The Great Haggis Society(c)
- Haggis Legends Trust(c)

3.2.6.2 Extended Protection Each designation in 3.2.6.1 is protected: (a) With any institutional qualifier (b) With any membership designation (c) With any organizational structure (d) In any formal or informal capacity (e) In any associational context (f) With any collective designation

### 3.3 Universal Protection Provisions

3.3.1 All Protected Designations listed in Section III are protected: (a) In any font, style, or format (b) In any size or color (c) With any design elements (d) In any medium or platform (e) In any current or future technology (f) In any commercial or non-commercial use

3.3.2 Protection extends to: (a) Component words used individually (b) Visual representations (c) Auditory representations (d) Digital implementations (e) Electronic manifestations (f) Future technological applications

3.3.3 Territorial Scope: (a) All designations are protected worldwide (b) Protection applies in any jurisdiction (c) Protection extends to any territory (d) Protection includes online presence (e) Protection covers virtual environments (f) Protection applies to future platforms

## IV. ASSERTION OF RIGHTS

4.1 Nature and Scope of Rights The Foundation hereby asserts the following rights in respect of each Protected Designation:

- (a) Exclusive rights of use in any and all contexts related to haggis conservation, research, education, and cultural heritage preservation.
- (b) Rights against any designation that is identical or confusingly similar to any Protected Designation, which may cause public confusion or deception.
- (c) Rights to prevent dilution, tarnishment, or other diminution of the distinctive character or reputation of the Protected Designations.
- (d) Rights to oppose or prevent registration of identical or similar marks by third parties in any jurisdiction.
- (e) Rights to license, assign, or otherwise commercially exploit the Protected Designations.
- (f) Rights to protect against unauthorized digital or electronic use.
- (g) Rights to protect against unauthorized use in social media, websites, or other online platforms.
- (h) Rights to protect against unauthorized use in educational or research materials.

4.2 Territorial Scope These rights are asserted: (a) Throughout Scotland (b) Throughout the United Kingdom (c) Throughout the European Union (d) In all other territories worldwide where such rights are recognized and enforceable

4.3 Legal Basis These rights are asserted under and by virtue of: (a) The Trade Marks Act 1994 (b) The common law of Scotland (c) The law of passing off (d) The Copyright, Designs and Patents Act 1988 (e) All applicable international conventions and treaties (f) Any and all other applicable laws and regulations

## V. PROHIBITED CONDUCT

5.1 Without the express written authorization of the Foundation, the following acts are strictly prohibited:

- (a) Use of any Protected Designation in any form or context.
- (b) Use of any designation identical or confusingly similar to any Protected Designation.
- (c) Registration or attempted registration of any Protected Designation as a trademark, company name, domain name, or other business identifier.
- (d) Any act causing dilution or diminution of the distinctive character of any Protected Designation.
- (e) Any act that damages or unfairly exploits the reputation of any Protected Designation.
- (f) Any act likely to cause public confusion or misappropriation of any Protected Designation.

5.2 Digital and Online Prohibitions The following are specifically prohibited:

- (a) Use in domain names, subdomains, or URLs
- (b) Use in social media handles, usernames, or account names
- (c) Use in meta tags, keywords, or search engine optimization
- (d) Use in online advertising or sponsored links
- (e) Use in mobile applications or software
- (f) Use in electronic communications or messaging
- (g) Use in digital media or content

5.3 Commercial and Marketing Prohibitions Also prohibited without authorization:

- (a) Use in advertising or promotional materials
- (b) Use in merchandise or commercial products
- (c) Use in business or company names
- (d) Use in educational or training materials
- (e) Use in publications or printed matter
- (f) Use in certificates or credentials
- (g) Use in fundraising or charitable activities

## VI. ENFORCEMENT AND REMEDIES

6.1 The Foundation reserves the right to enforce its rights through: (a) Civil proceedings (b) Interim and permanent injunctions (c) Claims for damages (d) Claims for accounts of profits (e) Recovery of legal costs and expenses (f) All other legal remedies available under law

6.2 Monitoring and Enforcement The Foundation actively monitors unauthorized uses and will vigorously pursue remedies through: (a) Cease and desist demands (b) Litigation (c) Alternative dispute resolution (d) Domain name dispute proceedings (e) Administrative proceedings before intellectual property offices (f) Digital monitoring and enforcement (g) Social media platform complaints (h) Website takedown notices

## VII. PERMISSIONS AND LICENSING

7.1 Applications for Permission Requests for permission must: (a) Be submitted in writing to the address provided in Section IX (b) Specify intended use, duration, and territorial scope (c) Include proposed quality control measures (d) Provide details of intended distribution channels (e) Include all other relevant details as required by the Foundation

7.2 Grant of Rights Any permission granted shall be: (a) In writing (b) Non-transferable (c) Limited to the specific use authorized (d) Subject to quality control requirements (e) Subject to regular compliance audits (f) Subject to termination for breach (g) Subject to terms and conditions imposed by the Foundation

## VIII. RESERVATION OF RIGHTS

8.1 The Foundation expressly reserves: (a) All rights not expressly granted herein (b) The right to amend this Notice (c) The right to add or remove

Protected Designations (d) The right to modify the terms of protection (e) All other rights and remedies available under law or equity

8.2 Additional Reservations The Foundation further reserves: (a) The right to establish and modify brand guidelines (b) The right to require quality control measures (c) The right to audit compliance with permissions granted (d) The right to terminate permissions for breach (e) The right to take action against unauthorized use

#### IX. CONTACT INFORMATION

All communications regarding this Notice shall be addressed to:

Legal Department  
The Haggis Wildlife Foundation  
3 Lochrin Place Edinburgh,  
EH3 9QX  
SCOTLAND  
United Kingdom

#### X. GOVERNING LAW AND JURISDICTION

10.1 Governing Law (a) This Notice and all matters arising therefrom shall be governed by and construed in accordance with: (i) The laws of Scotland; (ii) The common law of Scotland; (iii) Applicable UK intellectual property legislation; (iv) Relevant European Union law as retained or incorporated into Scots law; (v) Applicable international treaties and conventions to which the UK is a party.

10.2 Primary Jurisdiction (a) The Courts of Scotland shall have exclusive jurisdiction to determine: (i) Any disputes arising from this Notice; (ii) Questions of interpretation of this Notice; (iii) Matters relating to the enforcement of rights claimed herein; (iv) Claims for breach of the rights asserted herein; (v) Applications for interim or permanent injunctive relief. (b) The parties specifically submit to: (i) The jurisdiction of the Court of Session in Edinburgh for matters exceeding £100,000; (ii) The Sheriff Courts of Scotland for matters within their respective jurisdictional limits; (iii) The Intellectual Property Enterprise Court (IPEC) Scottish Division when established.

10.3 Multi-jurisdictional Enforcement The Foundation expressly reserves the right to: (a) Seek remedies in any jurisdiction where infringement may occur; (b) Pursue enforcement actions in multiple jurisdictions simultaneously; (c) Obtain and enforce judgments from Scottish courts in other jurisdictions; (d) Initiate proceedings before: (i) National courts in any territory where infringement occurs; (ii) Relevant intellectual property offices; (iii) Domain name dispute resolution providers; (iv) Online platform administrators; (v) Alternative dispute resolution forums.

10.4 Choice of Forum (a) The Foundation reserves the right to determine the most appropriate forum for enforcement, including: (i) Civil courts; (ii) Administrative tribunals; (iii) Arbitration panels; (iv) Mediation services; (v) Other competent authorities.

10.5 Jurisdictional Procedures (a) In matters requiring multi-jurisdictional enforcement: (i) Scottish law shall govern the interpretation of rights; (ii) Local law shall govern enforcement procedures; (iii) International treaties shall govern cross-border aspects; (iv) EU regulations shall apply where retained in UK law.

10.6 Relief and Remedies (a) The Foundation may seek: (i) Interim and permanent injunctions; (ii) Monetary damages; (iii) Delivery up or destruction of infringing materials; (iv) Accounts of profits; (v) Recovery of legal costs; (vi) Declarations of rights; (vii) Other appropriate relief as available in each jurisdiction.

10.7 Jurisdictional Conflicts (a) In the event of any conflict of laws or jurisdictional dispute: (i) Scottish law shall prevail for interpretation; (ii) The Courts of Scotland shall have the final say on jurisdictional matters; (iii) International private law principles shall apply where appropriate.

10.8 Service of Process (a) For matters before Scottish courts: (i) Service shall be effected according to Scottish civil procedure rules; (ii) The Foundation's registered office shall be the address for service; (iii) Electronic service may be permitted where appropriate.

10.9 Recognition and Enforcement (a) The Foundation may seek recognition and enforcement of: (i) Scottish court judgments in foreign jurisdictions; (ii) Foreign judgments in Scottish courts where appropriate; (iii) Arbitration awards internationally; (iv) Administrative decisions across borders.

10.10 Severability of Jurisdiction If any jurisdictional provision is found to be invalid or unenforceable: (a) The remaining jurisdictional provisions shall continue in full force and effect; (b) The Foundation's rights to enforce in other jurisdictions shall not be affected; (c) Alternative enforcement mechanisms may be pursued as available.

## XI. SEVERABILITY

11.1 General Principle of Severability In the event that any provision, term, condition, section, subsection, or part of this Notice is found to be invalid, void, unenforceable, or contrary to law by any court, tribunal, or administrative body of competent jurisdiction: (a) Such determination shall not affect the validity, legality, or enforceability of the remaining provisions; (b) This Notice shall be construed as if such invalid provision had never been contained herein; (c) All other provisions shall remain in full force and effect.

11.2 Partial Invalidity Where any provision is found to be partially invalid or unenforceable: (a) Such invalidity shall extend only to the specific part found invalid; (b) The remainder of that provision shall continue to be valid and enforceable; (c) The provision shall be enforced to the maximum extent permitted by law; (d) Any reduction in scope shall be applied in the narrowest possible manner.

11.3 Replacement Provisions In the event of invalidity or unenforceability: (a) The invalid provision shall be replaced automatically by a valid provision that: (i) Most closely approximates the intent of the invalid provision; (ii) Achieves substantially the same economic, legal, and commercial effect; (iii) Reflects the original purpose of the invalidated provision; (b) If no such replacement is legally possible: (i) The Foundation reserves the right to amend this Notice to address the issue; (ii) Alternative means of protection shall be sought; (iii) The intent shall be preserved through other valid means.

11.4 Territorial Severability If any provision is found invalid or unenforceable in a particular territory: (a) Such finding shall not affect its validity in other territories; (b) The provision shall continue to be enforced where permitted; (c) Alternative protection shall be sought in affected territories; (d) The geographic scope shall be preserved to the maximum extent possible.

11.5 Severability of Protected Designations If protection for any Protected Designation is found invalid: (a) Such finding shall not affect protection of other Designations; (b) Alternative forms of protection shall be sought for affected Designations; (c) The Foundation's rights in unaffected Designations shall remain intact; (d) The overall scheme of protection shall be preserved.

11.6 Preservation of Intent In applying this severability clause: (a) The fundamental purpose of protecting the Foundation's rights shall be preserved; (b) The overall effectiveness of this Notice shall be maintained; (c) The Foundation's legal and commercial interests shall be protected; (d) The integrity of the remaining provisions shall be upheld.

11.7 Effect on Existing Rights The severance of any provision shall not: (a) Affect any right or obligation accrued prior to severance; (b) Impact any proceedings or remedy relating to such accrued right; (c) Affect the enforcement of remaining rights; (d) Prejudice the Foundation's overall protective scheme.

11.8 Interpretation Post-Severance Following the severance of any provision: (a) The remaining provisions shall be interpreted to give maximum effect to the Foundation's intent; (b) Any ambiguity shall be resolved in favor of protection; (c) The scope of remaining provisions shall be construed broadly; (d) The coherence of the protective scheme shall be maintained.

11.9 Severability of Enforcement Provisions If any enforcement provision is found invalid: (a) Alternative enforcement mechanisms shall remain available; (b) The Foundation's right to protect its interests shall be preserved; (c) Other remedies shall continue to be available; (d) The overall enforcement scheme shall be maintained.

11.10 Notification and Amendment Upon any finding of invalidity: (a) The Foundation may issue clarifications or amendments; (b) Affected parties may be notified as appropriate; (c) Alternative provisions may be implemented; (d) The Notice may be updated to reflect changes.

## XII. AMENDMENTS

12.1 General Amendment Rights The Foundation expressly reserves the absolute and unqualified right to: (a) Update, modify, or revise this Notice at any time; (b) Add new Protected Designations to any category; (c) Create new categories of Protected Designations; (d) Modify existing protections and rights; (e) Expand or modify territorial scope; (f) Enhance or modify enforcement provisions; (g) Adapt to changes in law or circumstances.

12.2 Scope of Amendments: Amendments may include, but are not limited to: (a) Addition of new intellectual property rights; (b) Modification of existing rights; (c) Extension of protection to new territories; (d) Response to legislative changes; (e) Adaptation to technological developments; (f) Enhancement of enforcement mechanisms; (g) Clarification of existing provisions; (h) Updates to contact information; (i) Procedural modifications; (j) Administrative updates.

12.3 Implementation of Amendments The Foundation may implement amendments: (a) With immediate effect upon publication; (b) With prospective effect from a specified date; (c) With retrospective effect where legally permitted; (d) In response to: (i) Changes in law or regulation; (ii) Court decisions or administrative rulings; (iii) Technological developments; (iv) Market conditions; (v) Business requirements; (vi) Strategic objectives.



12.4 Notice of Amendments The Foundation may, at its discretion: (a) Publish amendments on its website; (b) Notify affected parties directly; (c) Require acknowledgment of amendments; (d) Specify the effective date of amendments; (e) Provide explanation of material changes.

12.5 Effect of Amendments Any amendment shall: (a) Be binding immediately upon implementation; (b) Apply to all existing and future uses; (c) Be deemed accepted by continued use of Protected Designations; (d) Not require prior notice unless legally mandated; (e) Not affect accrued rights or obligations.

12.6 Territorial Amendments The Foundation may: (a) Extend protection to new territories; (b) Modify protection in existing territories; (c) Respond to territorial legal changes; (d) Adapt to regional requirements; (e) Implement territory-specific provisions.

12.7 Amendment of Protected Designations The Foundation reserves the right to: (a) Add new Protected Designations; (b) Modify existing Protected Designations; (c) Remove Protected Designations; (d) Reclassify Protected Designations; (e) Update protection categories; (f) Expand or modify the scope of protection.

12.8 Enforcement Amendments The Foundation may enhance or modify: (a) Enforcement procedures; (b) Available remedies; (c) Monitoring systems; (d) Compliance requirements; (e) Investigation protocols; (f) Penalty provisions.

12.9 Technological Amendments The Foundation may amend provisions to address: (a) New technologies; (b) Digital platforms; (c) Online usage; (d) Electronic commerce; (e) Social media; (f) Future technological developments.

12.10 Administrative Amendments The Foundation may modify: (a) Contact information; (b) Administrative procedures; (c) Documentation requirements; (d) Filing processes; (e) Communication methods; (f) Organizational details.

12.11 Preservation of Rights Any amendment shall: (a) Not diminish existing rights; (b) Not affect pending enforcement actions; (c) Not prejudice accrued claims; (d) Preserve all available remedies; (e) Maintain protective integrity.

12.12 Version Control The Foundation shall: (a) Maintain records of amendments; (b) Document version history; (c) Archive previous versions; (d) Track effective dates; (e) Preserve amendment rationale.

IN WITNESS WHEREOF, this Notice is executed and published this 7th day of January 2025.

For and on behalf of The Haggis Wildlife Foundation

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