



LE REGISTRAIRE DES MARQUES DE COMMERCE
THE REGISTRAR OF TRADE-MARKS

Citation: 2014 TMOB 236
Date of Decision: 2014-10-29

**IN THE MATTER OF A SECTION 45 PROCEEDING
requested by Riches, McKenzie & Herbert LLP against
registration No. TMA740,110 for the trade-mark JUICE
in the name of Dean MacNeil d.b.a. Juice Sponsorship
Strategies**

[1] This is a decision involving a summary expungement proceeding with respect to registration No. TMA740,110 for the trade-mark JUICE (the Mark), owned by Dean MacNeil d.b.a. Juice Sponsorship Strategies.

[2] The Mark is registered in association with a variety of marketing related services (the Services), a complete list of which is attached as schedule A to this decision.

The Proceeding

[3] On October 29, 2012, at the request of Riches, McKenzie & Herbert LLP (the Requesting Party), the Registrar of Trade-marks sent a notice under section 45 of the *Trade-marks Act* RSC 1985, c T-13 (the Act) to Dean MacNeil d.b.a. Juice Sponsorship Strategies (sometimes hereafter referred to as the Registrant). The notice required Mr. MacNeil to furnish evidence showing that he had used the Mark in Canada, at any time between October 29, 2009 and October 29, 2012 (the Relevant Period), in association with each of the Services specified in the registration. If the Mark had not been so used, Mr. MacNeil was required to furnish evidence providing the date when the Mark was last in use, and the reasons for the absence of use since that date.

[4] The relevant definition of “use” is set out in section 4(2) of the Act as follows:

A trade-mark is deemed to be used in association with services if it is used or displayed in the performance or advertising of those services.

[5] It is well established that the purpose and scope of section 45 of the Act is to provide a simple, summary and expeditious procedure for clearing the register of “deadwood”. The criteria for establishing use is not demanding and an overabundance of evidence is not necessary. Furthermore, while there is no particular type of evidence that must be filed in response to a section 45 notice, sufficient facts must be presented to enable the Registrar to conclude that the trade-mark was used in association with each of the services listed in the registration during the relevant period [*Lewis Thomson & Sons Ltd v Rogers, Bereskin & Parr* (1988), 21 CPR (3d) at 483 (FCTD); and *Uvex Toko Canada Ltd v Performance Apparel Group Corp* (2004), 31 CPR (4th) 270 (FC)]. Bare allegations of use are insufficient to prove the use of the Mark [see *Plough (Canada) Ltd. v Aerosol Fillers Inc* (1980), 53 CPR (2d) 62 (FCA)].

[6] In response to the Registrar’s notice, Mr. MacNeil filed his own affidavit, sworn January 25, 2013, together with Exhibits A through E.

[7] Both parties filed written representations and attended an oral hearing.

[8] As a preliminary matter, the Requesting Party submits that Mr. MacNeil did not serve the Requesting Party with a copy of the evidence as filed with the Registrar, and therefore was in breach of the requirements of the Act and the *Trade-mark Regulations*, SOR/96-195. The Requesting Party submits that the registration must therefore be expunged due to Mr. MacNeil’s failure to file and serve his evidence within the time prescribed by the Act.

[9] The practice notice, *Practice in Section 45 Proceedings*, states the following:

After the Registrar has forwarded a notice to the registered owner of the trademark under s. 45(1) of the Act ("Section 45 Notice"), a party corresponding with the Registrar must:

1. send a copy of all correspondence to the other party in the section 45 proceeding; and
2. confirm in all correspondence addressed to the Registrar that a complete copy has also been sent to the other party in the section 45 proceeding.

However, there are no legislative or regulatory provisions requiring the Registrant to serve or send a copy of the evidence it has filed with the Registrar to the attention of the Requesting Party. Thus, the Mark cannot be expunged on the basis that the Registrant delayed in sending a copy of its evidence to the Requesting Party. Section 45 of the Act simply requires the registered owner to furnish its evidence within the prescribed time frame, and stipulates that the Registrar shall not receive any evidence other than the affidavit or statutory declaration filed by or on behalf of the registered owner.

[10] In the present case, Mr. MacNeil filed his evidence in compliance with the Act with the Registrar within the prescribed deadline. While he did not initially copy the Requesting Party on this evidence, he forwarded a copy of the evidence to the Requesting Party on March 5, 2013. This was done in response to a letter from the Registrar dated February 26, 2013 requesting that Mr. MacNeil confirm to the Registrar that a complete copy of the evidence filed with the Registrar on January 28, 2013 had been sent to the Requesting Party. Since Mr. MacNeil did not have another original copy of the affidavit to provide to the Requesting Party, something he understood was required at that time, he had the notary confirm his affidavit again on March 5, 2013, after crossing out the original signing date of January 25, 2013. I accept any discrepancy in the evidence sent to the Requesting Party regarding the date on which Mr. MacNeil's affidavit was sworn, has been sufficiently and reasonably explained in Mr. MacNeil's submissions.

[11] In addition to the above-noted submission regarding the admissibility of Mr. MacNeil's evidence, the Requesting Party further submits that the exhibits to Mr. MacNeil's affidavit were neither properly identified nor notarized; as such, the Requesting Party submits, they must be disregarded by the Registrar as per the requirements of the *Canada Evidence Act*.

[12] The Registrant submits that the Requesting Party received the evidence on March 5, 2013, and objected to the evidence on other technical grounds at that time (as above), yet it raised an objection to the filing of un-notarized exhibits for the first time in its written submissions dated June 6, 2013. The Registrant submits that had the Requesting Party raised all of its objections regarding the admissibility of the evidence back in March 2013, the Registrant would have had an opportunity to remedy this technical deficiency by seeking an extension of time to do so.

[13] While the Registrant was not precluded from requesting a retroactive extension of time to file evidence under section 47(2) of the Act to address this technical deficiency, I agree with the Registrant that the Requesting Party could have raised this objection earlier. Requiring the Registrant to respond to such technical objections in piece meal is not in keeping with the summary and expeditious intent behind section 45 proceedings. Furthermore, it is well established that such a technical objection should be raised early [see for example, *Maximilian Fur Co, Inc v Maximillian For Men's Apparel Ltd* (1983), 82 CPR (2d) 146 (TMOB)]; i.e. - when the affidavit is originally filed, or in this case, when the evidence was received by the Requesting Party on March 5, 2013.

[14] In the present case, given that each exhibit attached to Mr. MacNeil's affidavit corresponds without any ambiguity to a clear description in his affidavit, and keeping in mind the intent and purpose of section 45 of the Act, I find this deficiency to be a mere technicality and I am prepared to accept the evidence [see *Dashte Morghab Co v Rex Inc* (2005), 52 CPR (4th) 71 (TMOB), *Smith, Lyons, Torrance, Stevenson & Mayer v Pharmaglobe Laboratories Ltd* (1996), 75 CPR (3d) 85 (TMOB); and *Baume & Mercier S.A. v. Brown Carrying on Business As Circle Import*, (1985), 4 CPR (3d) 96 (FCTD)]. Exhibits that have not been notarized, but that are identified in the affidavit have been considered acceptable in other instances [see *Borden & Elliot c Raphael Inc*, 2001 CarswellNat 3412 (TMOB); and see *MBM & Co v Belize Bicycle Canada Reg'd* 2010 CarswellNat 3503 (TMOB) where un-notarized exhibits were not accepted as they were neither referenced nor identified in the affidavit].

The Registrant's Evidence

[15] At paragraph 1, Mr. MacNeil begins his affidavit by categorizing the Services as follows:

- i) Sponsorship strategy consulting, sponsorship research, sponsorship property evaluation and selection; Sponsorship agreement/contract negotiation.
- ii) Designing marketing and brand strategy;
- iii) Public relations/media relations strategy development, execution and analysis;

- iv) Sponsorship activation, sponsorship creative development, sponsorship implementation/execution or sponsorship tactical execution, sponsorship portfolio analysis;
- v) Corporate social responsibility consulting, strategic philanthropy consulting, cause marketing, community relations consulting;
- vi) Media sponsorship, including TV/radio and print media advertising; new media sponsorship (website), Product Placement in Media
- vii) Sports, Music and Event/Special Event marketing and promotions, as well as athlete/celebrity endorsement consulting, and Corporate Hospitality

[16] Mr. MacNeil then explains that he is the president of Juice Sponsorship Strategies (Juice Strategies), the trading style under which he conducts business. He states that during the Relevant Period, Juice Strategies “has been ready and willing to provide, as well as capable of providing the Registered Services [...]. The full scope of the Registered Services being necessary to effectively accommodate the diverse marketing needs of potential clients.”

[17] Mr. MacNeil states that during the Relevant Period, the Mark was prominently displayed on business cards and stationery used in Juice Strategies’ business operations. He explains that during the Relevant Period, “Juice Strategies has constantly been using the trade-mark JUICE in advertising of its services under different titles; viz., “Sponsorship Strategies”, “Marketing Support Services”, etc., that effectively encompass all the Registered Services.” He then further attests that Juice Strategies submitted business proposals to potential clients across Ontario during the Relevant Period to provide services under such above-noted titles on stationery and letterhead displaying the Mark.

[18] In support, Mr. MacNeil attaches the following exhibits:

Exhibit A: a business card which clearly displays the Mark. Mr. MacNeil’s name also appears on the business card, in addition to his business name/trading style, address, and contact information.

Exhibit B: a business proposal submitted to ING Direct, dated October 2011, which Mr. MacNeil states was for a variety of services, “most of which figure among the Registered Services.” The Mark clearly appears at the top left corner of the business proposal in the same manner as depicted on the business card. The proposal describes Mr. MacNeil’s business and provides a brief summary of the services he provides, referring to sponsorship, corporate social responsibility and community outreach services.

Exhibit C: an excerpt from a business proposal, dated May 2012, submitted in response to a request for proposal from Ontario Lottery and Gaming Corporation (OLG), “for providing “extensive iGaming marketing expertise, consumer insight, and services”, bundled under the primary external support role of “Marketing Communications & Services Manager”, to OLG.” The Mark appears on the cover page of the proposal, as well on the top right corner of the first page of the proposal. The proposal excerpt provides a brief overview of Mr. MacNeil’s business and marketing experience, which includes product launch activities (for example, marketing, advertising, media relations, media buying, launch events), brand management, corporate communications, and sponsorship experience.

Exhibit E: a collection of screenshots from Mr. MacNeil’s website *www.juicestrategies.com*. He states that from 2003 to the date of his affidavit, the Mark has been prominently displayed on his website. The Mark clearly appears on the top right corner of the screenshots. While the screenshots provide a summary of the marketing, advertising, and sponsorship services provided by Mr. MacNeil d.b.a. Juice Strategies, they are undated.

[19] Mr. MacNeil explains that the business proposals under Exhibits B and C were ultimately declined by the prospective clients. In fact, in this regard, he provides as Exhibit D, a copy of OLG’s response to his proposal (as per Exhibit C). The other proposal (as per Exhibit B) he states, was declined by ING Direct by telephone.

[20] With respect to both proposals however, he states that “Juice Strategies had stated its capability, experience as well as readiness and willingness to provide the Registered Services in

all the areas identified in paragraph no. 1 of this my Affidavit.” In this regard, I find it useful to reproduce the following paragraph excerpts from Mr. MacNeil’s affidavit:

8. In October of 2011, Juice Strategies submitted to a potential client, ING Direct [...], a proposal (hereinafter “the ING Proposal”) for providing a mix of core services; including, “Strategic Development & Planning”, “Property Evaluation & Selection”, “Activation Strategy”, and “Research & Measurement”, with a view to successfully integrate sponsorship into their overall marketing plan. As described in the ING Proposal, these services further comprised a plurality of sub-services identified therein under the head “Sponsorship Methodology”, most of which figure among the Registered Services, inter alia, including, “defining the core business objective” in terms of parameters, including, without limitation, “media impressions/cost-effective visibility” that involves, among others, activation through above the line marketing techniques, examples of which are: TV, radio, press, online, and below the line marketing examples of which are email, community marketing, point of sale, product placement, direct mail, and sms campaigns as key tactics.

13. In response to a Request for Proposal [...], Juice, in May of 2012, submitted to OLG, a proposal (hereinafter “the OLG Proposal”) for providing “extensive iGaming marketing expertise, consumer insight, and services”, bundled under the primary external support role of “Marketing Communications & Services Manager”, to OLG.

14. It was specifically stated in the OLG Proposal that the “scope of expertise” of Juice Strategies includes “Media Relations, Promotions, Consumer Insights, Customer Experience, Customer Acquisition & Loyalty”, and that Juice Strategies has “relevant iGaming experience” in each of these areas, inter alia, including “launch of a new white label client in Canada for the Ogame Network, including marketing, advertising, launch events, media relations, promotions, media buying, affiliate development, and CRM/VIP loyalty programs.” Media buying includes the purchase of advertising space on TV, in print, on radio and outdoor (billboard) advertising, and in some circumstances includes the use of below the line tactics such as online video content (i.e. “YouTube”) and/or product placement.

15. Further, in the OLG Proposal, Juice had also highlighted its experience in “launch of the World Poker Tour in Canada including events and graphic design work, World Series of Poker (Harrah’s Entertainment LLC) sponsorships and satellite program, iGaming research” and “senior level brand management and corporate communications (internal and external) expertise at CIBC, including AOR selection for advertising, media relations and promotions agencies, identification and negotiation of sponsorship properties and creative activation, brand and sponsorship metrics.”

Submissions of the Parties and Analysis

[21] The Requesting Party submits that the Registrant has provided no evidence that the Services have ever been performed. In this regard, the Requesting Party submits that “use is defined in the Act as being displayed during the performance of the services.” Further to this, the Requesting Party submits that “section 45 of the Act requires proof of use, not proof of willingness to use, and the Registrant provides no proof of use.”

[22] However, I agree with the Registrant’s submission that what is deemed to be use in association with services under section 4(2) of the Act is broader in scope. Pursuant to section 4(2) of the Act, use of a trade-mark on advertising of services is deemed to be use, provided that the trade-mark owner is offering and prepared to perform the services in Canada [see *Wenward (Canada) Ltd v Dynaturf Co* (1976), 28 CPR (2d) 20 (TMOB); *Smith Lyons v Vertrag Investments Ltd* (2000), 7 CPR (4th) 557 (TMOB); and *Bedwell Management Systems Inc v Mayflower Transit, Inc* (1999), 2 CPR (4th) 543 (TMOB)].

[23] In the present case, Mr. MacNeil has shown that he was offering services during the Relevant Period, having provided evidence with respect to two instances in which he solicited/targeted specific businesses in Canada with a written proposal for such services. Furthermore, I have no reason to doubt Mr. MacNeil’s willingness and ability to perform his services in Canada. Indeed, the proposal submitted under Exhibit C outlines some of the Registrant’s professional experience as it relates to his service offerings. The fact that his proposals were ultimately declined by the prospective customers does not change that Mr. MacNeil was offering and prepared to perform services in Canada, and that he used the Mark in advertising his services on proposals as a means to secure business.

[24] At the oral hearing, the Requesting Party explained that it does not take issue with respect to the Registrant’s willingness and ability to perform the Services. The position of the Requesting Party rather is that the Services were not advertised, and there is no corroborating evidence that he was offering the registered Services. The Requesting Party makes a number of submissions in this regard.

[25] To begin with, the Requesting Party submits that nowhere in his affidavit does Mr. MacNeil state that the business card in Exhibit A is representative of the manner in which the Mark appeared on the business cards and in advertising, nor does he describe how he used the business card. Further to this, it is not clear if the business card was used during the Relevant Period.

[26] In response, the Registrant submits that the affidavit must be read as a whole and that while it may have been better if Mr. MacNeil explained how he used his business cards, he presumably would have given them out to prospective clients. In any event, the Registrant submits, the business cards are just another example of how the Mark appeared on materials, and must be taken into consideration with Mr. MacNeil's statement at paragraph 4 of his affidavit "[...], the trade-mark JUICE has, [...], been displayed prominently on all of my Company's business cards and stationery used in its business operations during this period."

[27] In some circumstances, including where business cards have indicia of the relevant services on them or there are clear statements alleging use in the affidavit, business cards can be considered evidence of the advertisement of services [see, for example, *88766 Canada Inc v RH Lea & Associates Ltd*; 2008 CarswellNat 4513 (TMOB); *Tint King of California v Canada (Registrar of Trade-marks)* (2006), 56 CPR (4th) 223 (FCTD)].

[28] However, in the present case, I agree with the Requesting Party that the business cards alone are insufficient to show use of the Mark in association with the Services during the Relevant Period. Indeed, Mr. MacNeil's statement at paragraph 4 (as noted above) is ambiguous, and does not provide any information as to whom the business cards were distributed or the specific context in which they were distributed [see *Plough, supra* regarding ambiguities]; Mr. MacNeil only states that the business cards were used in Juice Strategy's "business operations". In any event, absent clear statements from Mr. MacNeil, reference to Mr. MacNeil's trading style "Juice Sponsorship Strategies" on the business cards alone as indicia of the services being offered, would at best, only support use of the Mark in the advertising of "sponsorship strategies" services.

[29] With respect to the website screen captures in Exhibit E, the Requesting Party submits that contrary to the decision relied upon by the Registrant in *555,129 Ontario Ltd (Re)*, 2013

TMOB 23 (CanLII), Mr. MacNeil has not clearly attested that the screenshots are accurate representations as to how the website appeared during the Relevant Period. Additionally, in the 555,129 case, the services on the website corresponded with the registration at issue. In the present case, the Requesting Party submits that the website screen captures are incomplete and none of the core services are expanded upon; as a result, a link cannot clearly be made between the website and the registered Services.

[30] The Registrant submits that Mr. MacNeil makes a clear, unambiguous statement that the Mark was prominently displayed on his website during the Relevant Period. While the screen shot captures themselves (Exhibit E) are not specifically tied to the Relevant Period, the Registrant submits that they are evidence as to the nature of the services provided by the Registrant.

[31] The website screen captures provide more detail as to the nature of the services provided by the Registrant. Although the core services are not expanded upon, the overall impression given by the information on the screenshots is consistent with the ING Proposal (Exhibit B). That is, the advertised services relate to sponsorship. However, given that the printouts are undated, and Mr. MacNeil only attests to the screenshots being representative of how the Mark appeared on the website during the Relevant Period, the screenshot printouts are not evidence of how the Mark was used in connection with the advertising of such services during the Relevant Period.

[32] In any event, two exhibits remain (Exhibits B and C) that are clearly dated during the Relevant Period, show the Mark, and provide some insight into the services being offered by the Registrant. The Requesting Party groups these remaining exhibits together with similar comments as follows.

[33] The Requesting Party submits that the proposals in these exhibits are simply responses by Mr. MacNeil to job postings, and that applying for a job is not the same as advertising *per se*. Furthermore, the Requesting Party submits that it is unclear from the proposals which of the Services are being offered, and Mr. MacNeil has only provided broad and ambiguous statements in his affidavit to explain how these proposals show that each of the Services are being offered.

[34] The Registrant on the other hand, submits that the business proposals in Exhibits B and C clearly display the Mark and provide an overview of the Services provided by the Registrant. The Registrant submits, and I agree, that the proposals would not be seen solely as a resume, but would be viewed as an advertisement, and draws attention to the fact that Juice Marketing Strategies is described as a marketing agency on the proposals.

[35] At the oral hearing, the Registrant explained that the proposals are tailored to each client, are at the initial stage of the process, and that many of the specific services in the registration come into play later on in the contract relationship. To the extent that the exhibits do not give all possible details regarding each of the Services, the Registrant submits, they must be read in conjunction with Mr. MacNeil's sworn statements.

[36] The Registrant submits that the registration contains several categories of services that have been logically categorized, each containing a number of similar services, a situation in which a showing of use is not required of each service. In the present case, the Registrant submits, it is sufficient if the affidavit clearly states that the Mark is used on all services, and adequate examples of use from all categories is shown [relying on *Saks & Co v Canada (Registrar of Trade-marks)* (1989), 24 CPR (3d) 49 (FCTD); and *Westinghouse Air Brake Co v Moffat & Co* (2001), 14 CPR (4th) 257 (FCTD)].

[37] The Requesting Party submits that the Services are not properly categorized, and even if Mr. MacNeil's categorization of the Services in his affidavit were accepted, the business proposals (Exhibits B and C) fall short of establishing use with all of the Services. The Requesting Party submits that these exhibits do not clearly explain the nature of the Registrant's business and it is unclear as to the relationship between these exhibits and registered services.

[38] Section 45 clearly indicates that use is to be shown "with respect to each of the wares or services specified in the registration". However, proceedings under section 45 of the Act are summary and administrative in nature and concerns of evidentiary overkill weigh against requiring the use of every registered ware and/or service be shown to prevent removal of each from the register [see *Saks & Co. v. Canada (Registrar of Trade-marks)* (1989), 24 CPR (3d) 49 (FCTD), *Ridout & Maybee LLP v Omega SA*, 2005 FCA 306, 39 CPR (4th) 261 and *Gowling Lafleur Henderson LLP v Neutrogena Corporation* (2009), 74 CPR (4th) 153 (TMOB)]. This

concept is appropriately applied to cases where there is a long list of wares and/or services and where the statement of wares and/or services is organized such that demonstration of use for a number of goods and/or services within a category can be sufficient to show use for the entire category.

[39] In *Performance Apparel Corp v Uvex Toko Canada Ltd*, 2004 FC 448, 31 CPR (4th) 270, Justice Russell speaks of the balance between evidentiary overkill and the obligation to show use to the extent that the Registrar is able to form an opinion on the “use” within the context of section 45. In these circumstances, an affidavit must contain a clear and comprehensive statement of use in association with each of the wares and/or services for the relevant period as well as sufficient facts to permit the Registrar to conclude that the trade-mark is in use in association with each ware and/or service.

[40] In addition, I am mindful that statements of services may contain overlapping or redundant terms, in that the advertising of one service may imply the advertising of another [*Gowling Lafleur Henderson LLP v Key Publishers Company Ltd*, 2010 CarswellNat 579 (TMOB)].

[41] In the present case, the business proposals (Exhibits B and C) show that Mr. MacNeil is offering sponsorship related services, and that he has experience with advertising, marketing and promotions, including media relations, media buying (including product placement), brand management, and product launch events. For example, the ING Proposal in Exhibit B refers to sponsorship, corporate social responsibility, and community outreach services. The OLG Proposal is even broader in that it refers to the Registrant’s scope of expertise as including “promotions, consumer insights, customer experience, usability, customer retention, loyalty, and media buying” in addition to “media relations, negotiation/contracts, regulatory affairs, as well as urban and rural in-field activation.” More importantly, the Registrant also provides a brief summary of experience in the OLG Proposal, which includes (of relevance to the registered Services), marketing, advertising, product launch events, media relations, promotions, media buying, sponsorship, brand management, and corporate communications. Such experience spans different areas, from sporting and entertainment events to charitable activities. With

respect to media buying, Mr. MacNeil attests in his affidavit that media buying in some circumstances includes product placement.

[42] I find it reasonable to accept that the aforementioned represents all of the Services, particularly in view of the interconnectedness of the Services, in addition to Mr. MacNeil's sworn statements in this regard.

[43] Having regard to the aforementioned, given that the threshold for establishing use in a section 45 proceeding is quite low (*Austin Nichols & Co v Cinnabon, Inc* (1998), 82 CPR (3d) 513 (FCA)), I accept that the Registrant has shown that the Mark was advertised in association with the Services and that Mr. MacNeil was offering and prepared to perform the Services in Canada during the Relevant Period.

Disposition

[44] Pursuant to the authority delegated to me under section 63(3) of the Act and in compliance with section 45 of the Act, registration No. TMA740,110 will be maintained in compliance with the provisions of section 45 of the Act.

Kathryn Barnett
Hearing Officer
Trade-marks Opposition Board
Canadian Intellectual Property Office

Schedule “A”

Services:

Sponsorship strategy consulting namely providing guidance on enterprise-wide corporate strategy, competitive analysis, focus territory, brand alignment, activation strategy, implementation tools, evaluation and measurement; sponsorship research namely research conducted to identify consumer, brand, and competitive insights pre and post selection of sponsorship; sponsorship evaluation and selection namely identify, evaluate and recommend (or design) properties that align to the brand strategy, negotiate a partnership, design a marketing strategy to capitalize on the investment; brand strategy namely designing corporate brand positioning to appeal to target consumer segments; public relations/media relations strategy namely develop a strategic vision to appeal to news media to drive editorial coverage of events, activities and special events; public relations/media relations execution namely conducting interviews, soliciting news media interest, preparing written materials for media consumption; public relations/media relations analysis namely assessing the impact of media relations strategy based on a variety of measures including awareness and impression metrics; sponsorship activation namely designing a marketing strategy for an existing property (in a client's portfolio) to achieve maximum return for the brand; sponsorship creative development namely providing guidance on creatively developing a sponsorship strategy and its integration with consumers, developing consumer experiences at events; sponsorship implementation/execution or sponsorship tactical execution namely logistics and tactical management of sponsorship programs; sponsorship portfolio analysis namely assessing a corporate sponsorship program including investments and impact; corporate social responsibility consulting namely providing guidance to corporations on providing charities of non-profits with financial support to position their brand as being more socially responsible; strategic philanthropy consulting namely providing guidance to corporations seeking to make a charitable contribution combined with a marketing commitment made to a nonprofit in return for philanthropic recognition and a marketing affiliation; corporate hospitality namely developing and implementing strategies for corporate hosting key customers, clients, government officials, employees and other VIPs at an event; cause marketing namely promotional strategy that links a company's sales campaign directly to a nonprofit organization; media sponsorship namely coordinating TV and radio stations, print media and outdoor advertising companies to provide either cash, or more frequently advertising time or space, to an event in exchange for official designation as a sponsor/supporter; new media sponsorship (web site) namely providing guidance and coordination regarding the purchase (in cash or trade) of the right to exploit the commercial potential associated with a site on the world wide web; community relations consulting namely advising corporations on their involvement in communities; sports marketing namely developing, implementing, managing and measuring promotional strategies linking a company's corporate brand, product and/or services to sports events and

activities; music event marketing namely developing, implementing, managing and measuring promotional strategies linking a company's corporate brand product and/or services to music events and activities; event marketing namely developing, implementing, managing and measuring promotional strategies linking a company brand to a music, cause, community, health, education, entertainment, sports, arts, or cultural event or activity; special events namely a unique corporate activity that is conducted for a variety of stakeholders; promotions namely conducting activities that encourage the positioning, purchase and the direct selling of corporate products, including packaged goods, luxury goods, manufactured goods and services; product placement in media namely guiding, negotiating and implementing strategies that integrate corporate brands into news and entertainment programming and events; athlete endorsement consulting namely providing guidance on the selection and management of aligning a corporate brand to an athlete; celebrity endorsement consulting namely providing guidance on the selection and management of aligning a corporate brand to a celebrity; sponsorship agreement/contract negotiation namely providing expertise in the area of sponsorship agreement negotiation. (the Services)