

Advertising with the TCS test label

Terms and conditions of use

Touring Club Switzerland (TCS) has been regularly testing car-related services and products since 1966. The test results can be used for advertising purposes in the form of the TCS test label. The following terms and conditions apply to use of the official TCS test label that is issued by TCS for a fee.

1. Basic provisions

The official TCS test label is a seal of quality that contains the official TCS logo (which is protected by trademark law), as well as details of a test carried out by TCS.

2. Contract terms and conditions

Test labels can only be requested by the manufacturer that has ordered the test to be carried out or by a retailer of the relevant products. Requests must be made using the official order form.

As soon as an order is placed, the contract becomes binding. Verbal agreements and commitments only become effective once confirmed in writing.

The parties agree on the scope of use of the test labels. Unless otherwise agreed, the term of use is one year from the date the contract is concluded (the date of delivery of the test labels). The contract may be extended when the contract term expires. This requires a written agreement. Any changes requested or agreed upon after receipt of the order must be made in writing.

3. Scope of delivery

Test labels are sent as PDF and .ai files and in German, Italian and French. Versions in other languages can be ordered on request and for a fee.

4. Prices

Prices only become binding once TCS has issued an official quote. Prices are subject to change at any time.

5. Payment terms

Invoices must be paid within 30 days of the invoice date.

6. Regulations for the use of TCS test labels TCS test labels may only be used under the

following conditions:

• The test results must be reproduced unal-

- The test results must be reproduced unaltered and unedited, i.e. they must not be «reinterpreted» or put into your own words.
- The label must be placed next to the corresponding product, leaving no room for confusion about which product it applies to. It is prohibited to state or imply that a test result for a tested product applies to an untested one or to one with a different result, or to suggest or imply this to a consumer.
- Test results must be published in full. Publishing partial results is not permitted. In particular, individual favourable statements from the test results must not be reproduced in isolation if others are less favourable.
- Test labels may only be used in the form supplied by TCS. Changes to the design and content are not permitted in any form. You may not produce your own interpretations or versions of the TCS test result statements.
- Test labels may only be used as long as the test statements remain valid for the advertised products/services and only until new tests have been carried out.
- The size of the test label can be scaled up or down proportionally. However, all content shown on the TCS test label, especially the text, must be clearly legible. For print applications, the minimum width is set at 20 millimetres.

7. Transfer of usage rights

The usage rights belong exclusively to the customer that has placed the test label order. Usage rights may only be transferred to other parties with the written consent of TCS.



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8. Release for publication

Prior to publication, all advertising materials and texts must be submitted to TCS, Test & Technik, Ostermundigen, tus@tcs.ch for approval as a PDF document or in another suitable file format. This requirement also applies to advertising on radio and TV.

9. Right of revocation

TCS may revoke authorisation to use the test label at any time for a valid reason.

10. Applicable law and jurisdiction

This business relationship is subject to Swiss law. For any disputes arising from this business relationship that cannot be settled in a valid way, Geneva shall be the extraordinary place of jurisdiction.