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IP @ Ashust

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From the Editors

Welcome to the October 2016 edition of IP @ Ashurst.

In this edition, we highlight recent cases and developments of note in trade marks, copyright, patents and, marketing and advertising.

We hope that you enjoy this edition!



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Is anything really new? Otsuka's method of treatment patent claims held invalid by the Full Federal Court

OTSUKA PHARMACEUTICAL CO., LTD v GENERIC HEALTH PTY LTD (NO. 2) [2016] FCA 111



SIGNIFICANCE OF THE DECISION

On 24 August 2016, a Full Court of the Federal Court of Australia delivered its substantive judgment in appeal proceedings involving Otsuka Pharmaceutical Co., Ltd (Otsuka) and Generic Health Pty Ltd (Generic Health) relating to the antipsychotic drug aripiprazole, marketed in Australia by Otsuka as Abilify®.

In a significant milestone for the long-running aripiprazole litigation in Australia, the Full Court upheld the trial Judge's finding that Otsuka's claims were invalid. The decision is significant for its clarification of the principles to be applied where patent claims overlap the prior art, but incorporate features which reflect scientific or technical advances made after the prior art was published.

BACKGROUND

Aripiprazole was first described in a European patent application published in 1990. The drug became available under Australia's Pharmaceutical Benefits Scheme (PBS) in May 2004, for the treatment of schizophrenia. Aripiprazole has been a very successful product. In the financial year ending June 2015, the total cost of PBS prescriptions for aripiprazole exceeded A\$43 million.

Otsuka commenced proceedings against Generic Health in Australia's Federal Court early in 2012, after Generic Health applied to have its own generic aripiprazole products listed on the PBS. The proceedings have been hard fought, including an (unsuccessful) application by Generic Health for leave to appeal against the grant of an interlocutory injunction to Otsuka, restraining supply of Generic Health's aripiprazole products pending the final outcome of this proceeding.

KEY ISSUES IN THE CASE

The patent claims asserted by Otsuka against Generic Health focused on the use of aripiprazole in the treatment of cognitive impairment caused by certain forms of chronic schizophrenia, in patients failing to respond to older, alternative antipsychotic drugs.

Significantly, in the asserted claims, the conditions to be treated with aripiprazole were further characterised as "disorders of the central nervous system associated with the 5-HT1A receptor subtype". The 5-HT1A receptor is one of several types of receptors found within the human brain that bind a neurotransmitter known as serotonin. The reference to 5-HT1A receptors was potentially significant for the validity of Otsuka's claims because, although the effects of aripiprazole in patients suffering from schizophrenia had been described in publications before the priority date of the asserted claims, the role played by 5-HT1A receptors in achieving those effects had not.

Both before the trial Judge, and on appeal to the Full Federal Court, Otsuka argued that an association between schizophrenia-related cognitive impairment and the 5-HT1A receptor subtype was an independent, essential feature of its claims. It followed, in Otsuka's submission, that those claims could not be deprived of novelty or rendered obvious by prior art documents which, although describing relevant actions of aripiprazole in patients suffering the symptoms of schizophrenia, failed to disclose any role played by the 5-HT1A receptor subtype in those actions.



FINDINGS AT FIRST INSTANCE

In rejecting those submissions, and finding that the asserted claims lacked novelty and were obvious over the prior art, the trial Judge made two particularly significant findings.

First, his Honour rejected the proposition that association with the 5-HT1A receptor subtype was a freestanding limitation of Otsuka's claims. Rather, it served merely as part of the description of the disorders to be treated by aripiprazole in use of the claimed method.

Secondly, the trial Judge rejected the proposition that references in the asserted claims to an association between the 5-HT1A receptor subtype and schizophrenia-related cognitive impairment could confer novelty. In his Honour's view, the identification of an association between the 5-HT1A receptor subtype and the effect of aripiprazole to treat schizophrenia-related cognitive impairment was merely new information concerning the mechanism of action of a known method of treatment. In his Honour's view, the asserted claims were directed to an old therapeutic use of aripiprazole, not a new one.

Each of those findings was upheld by the Full Federal Court.

FINDINGS OF THE FULL COURT

In common with the trial Judge, the Full Court had regard to a line of European and English case law which emphasises that, when evaluating patent claims directed to allegedly new uses for known substances, it is necessary to distinguish between true new uses and mere additional information about old uses. As the European and English cases illustrate, this will not always be an easy distinction to draw. Where a patent discloses a new technical feature of a known substance, with the consequence that the product may be used for a new purpose, novelty and an inventive step may exist. On the other hand, if, as a matter of substance, a patent does no more than explain the mechanism which underlies a use for that product which had been described in the prior art, there is unlikely to be novelty or an inventive step. Otsuka's claims were found to fall into the latter category, and accordingly held invalid.

SPECIAL LEAVE TO APPEAL?

It remains to be seen whether Otsuka will seek special leave to appeal to the High Court of Australia from the judgment of the Full Federal Court. Even if it does not, the aripiprazole proceedings appear to have further to run. Interlocutory steps taken by both Generic Health and the Commonwealth of Australia before the hearing of the Full Court appeal suggest that they will be seeking compensation for losses sustained by reason of the delayed PBS-listing of Generic Health's aripiprazole products.



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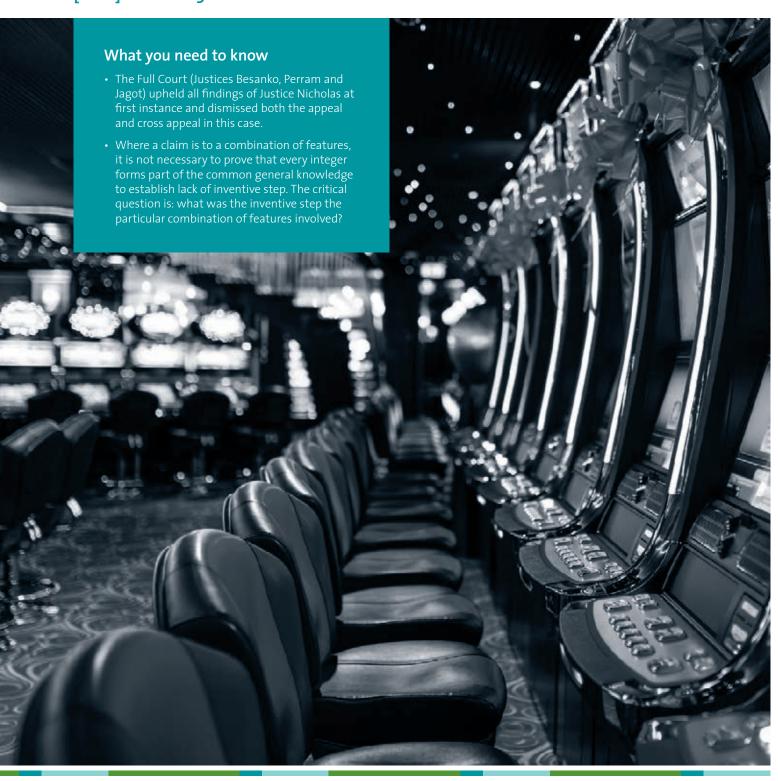


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No jackpot in gaming machine patent stoush

KONAMI AUSTRALIA PTY LTD v ARISTOCRAT TECHNOLOGIES AUSTRALIA PTY LTD [2016] FCAFC 103



BACKGROUND

This was an appeal to the Full Federal Court from the first instance decision of Justice Nicholas in *Aristocrat Technologies Australia Pty Limited v Konami Australia Pty Limited* [2015] FCA 735 which held that:

- Australian Patent No. 754689 (689 Patent) was valid and infringed by Konami's *Dreaming Orcas* machine (and in particular, the "Free Spin Dragons" feature game); but
- Australian Patent No. 771847 (847 Patent) was invalid for lack of an inventive step and therefore not infringed by Konami's *Jumpin' Jalapenos* machine (and in particular, the "Prize Plus" feature).

Both parties appealed the decision.

KONAMI'S APPEAL

Claim construction

The first issue in Konami's appeal was the proper construction to be given to claim 1 of the 689 Patent, which is in the following terms:

"A random prize awarding feature to selectively provide a feature outcome on a gaming console, the console being arranged to offer a feature outcome when a game has achieved a trigger condition, the console including trigger means arranged to test for the trigger condition and to initiate the feature outcome when the trigger condition occurs, the trigger condition being determined by an event having a probability related to desired average turnover between successive occurrences of the trigger conditions on the console." (emphasis added)

The Full Court agreed with Justice Nicholas' construction that:

- the term "trigger condition" was broad enough to encompass combination triggers despite some comparisons drawn in the specification between conventional combination triggers (eg, five aces appearing in a row in a spinning reel game) and the "new jackpot trigger mechanism" of a preferred embodiment of the invention; and
- the claim required the probability of the trigger condition to be directly related both to the desired average turnover between trigger events and the amount wagered per game: that is, the claim contemplated a positive correlation, in the sense of a direct relationship, but which need not be mathematically exact.

As such, the Court upheld the trial Judge's conclusion that the 689 Patent had been infringed by Konami's *Dreaming Orcas* machine.

Lack of inventive step

The second issue in Konami's appeal was whether the 689 Patent lacked an inventive step. Two documents concerning Aristocrat's "Surprize" machine were relied upon by Konami. The first, a letter from the Queensland gaming regulator to Aristocrat, fell short of suggesting how the desired probabilistic outcomes of the 689 Patent could be achieved. The second, a letter attached to a fax between representatives of Aristocrat UK and Aristocrat Australia regarding the Dutch version of the "Surprize" machine, was held to have disclosed a machine in which the probability of a jackpot event occurring was made a function of the desired average turnover between jackpots and the amount being wagered.

While the Full Court's judgment addressed matters relating to novelty under the consideration of inventive step, this was likely a result of Konami's reliance at first instance on the "Surprize" machine as novelty-defeating prior art but not for the purposes of inventive step under section 7(3) of the Patents Act 1990 (Cth). Konami had contended that the claims of the 689 Patent were obvious in light of the common general knowledge alone. On appeal, the Court concluded that the evidence did not establish that the method disclosed in the Dutch "Surprize" machine formed part of the common general knowledge in mid-1997, the relevant priority date of the 689 Patent, as it existed in Australia (noting the applicable provisions of the *Patents Act 1990* (Cth) pre-dated the amendments introduced by the *Intellectual Property Laws Amendment* (Raising the Bar) Act 2012. Therefore, the Court upheld Justice Nicholas' first instance finding that the claims involved an inventive step.

Lack of fair basis

The last issue in Konami's appeal was whether the 689 Patent lacked fair basis. This argument was expressed only in the alternative to Konami's construction arguments, and was not addressed in its written or oral submissions on appeal. As such, the Court also upheld the finding that the asserted claims were fairly based.



ARISTOCRAT'S APPEAL

In Aristocrat's cross-appeal the issues were limited to challenging the trial Judge's decision that claims 1, 19 and 56 of the 847 Patent lacked an inventive step and (if they did not lack an inventive step) whether they had been infringed by the "Prize Plus" feature of Konami's *Jumpin' Jalapenos* machine.

Claim 1 was to an electronic gaming machine with a particular feature (eg a series of "free spins") which may be engaged by a player for an additional wager. Claims 19 and 56 were essentially the same but with additional elements. While Justice Nicholas accepted at first instance that the particular combination of features in these claims were novel, in that they had not been seen before in combination, he nevertheless held they lacked an inventive step, stating:

"In my opinion, none of claims 1, 19 and 56 involve a scintilla of inventiveness. There was no difficulty overcome or barrier crossed by these alleged inventions. Each of the combinations defined in these claims is obvious and could be arrived at by a person skilled in the relevant art (however unimaginative he or she might be) armed only with the common general knowledge as it stood at the priority date. "(emphasis added)

The Full Court agreed. The Court noted that there had been a "false debate" between the parties on appeal as to whether Konami had to prove that each of the integers of the

asserted claims was part of the common general knowledge. The Court held that the "critical question" was whether the particular combination of features claimed involved an inventive step. The Full Court stated:

"The 847 Patent involved a number of features in combination in a poker machine game. The combination of features was not said to solve any particular problem. I can discern in the combinations no problem solved or frontier crossed. There was, in that circumstance, nothing remotely inventive about the 847 Patent and the trial judge was correct so to conclude." (emphasis added)

As such, it was unnecessary for the Full Court to decide whether the 847 Patent was infringed, though the Full Court noted its view that had the conclusion been different, it would have found the claims to have been infringed.



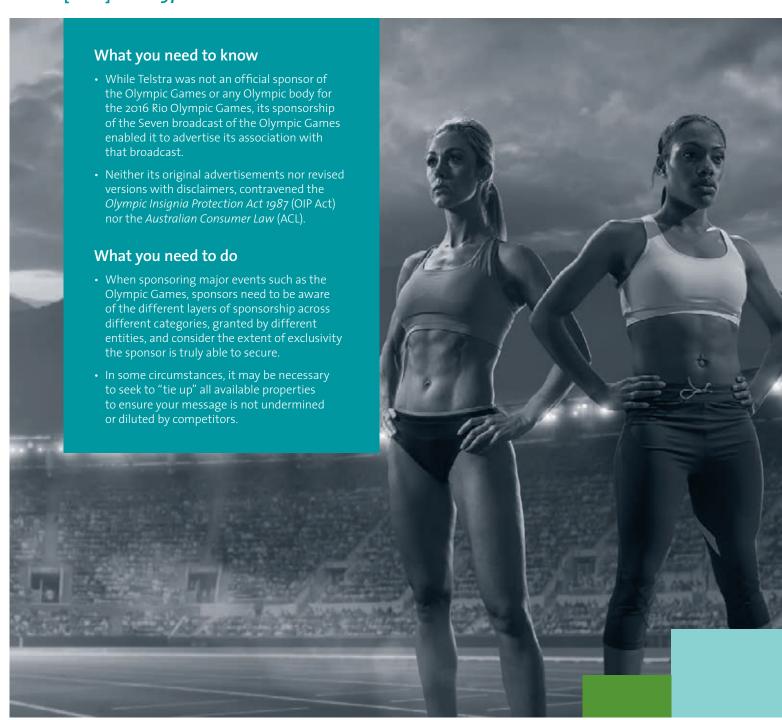
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Telstra's Olympic glory: a tale of protected expressions and ambush marketing

AUSTRALIAN OLYMPIC COMMITTEE, INC v TELSTRA CORPORATION LIMITED [2016] FCA 857



BACKGROUND

Until 2012, Telstra Corporation Limited (Telstra) was a sponsor of the Australian Olympic Committee (AOC). Those rights are now held by Optus Mobile Pty Ltd. Telstra had, however, acquired sponsorship rights to the Australian broadcast of the Rio Olympic Games from Seven Network (Operations) Ltd (Seven). Seven in turn had obtained the exclusive rights to broadcast the Olympic Games in Australia and to sell sponsorship rights in relation to it, from the International Olympic Committee (IOC). Seven was not permitted to grant any of its sponsors the rights to use any of the Olympic properties, or use any terms that implied sponsorship of the Olympic Games. As part of the Seven and Telstra deal, Seven appointed Telstra as its technology partner and agreed to provide premium content to Telstra customers through the "Olympics on 7" app.

In late June 2016, Telstra commenced its Olympics advertising campaign which included television advertisements, videos, catalogues, an authentication "landing page" (Landing Page) and other materials. The key themes included use of Peter Allen's song, *I Go to Rio*, sporting images (using non-Olympic athletes), and messages such as "go to Rio with the Olympics on 7 app". Initial versions of the advertisements were soon replaced with versions in which disclaimers to the effect that "Telstra is not an official sponsor" of the Olympic Games appeared.

The AOC instituted proceedings alleging that Telstra's advertising contravened the OIP Act and / or the ACL.

OIP ACT CLAIM

Section 36 of the OIP Act prohibits use of protected "Olympic expressions" including the words "Olympic", "Olympics" and "Olympic Games" for "commercial purposes" without the licence of the AOC.

While Telstra had used certain of the protected Olympic expressions, was that use for a "commercial purpose" within the meaning of the OIP Act? Would the use suggest to a reasonable person that Telstra was "a sponsor of", or "provider of sponsorship-like support" for the AOC, IOC, Rio Olympic Games or the Australian Olympic Team?

As Seven had obtained approval from the IOC for Telstra's mock-up Landing Page, Telstra argued that it was licensed to use the Olympic expressions. The Court was not satisfied that Telstra was a party to any authorisation (the authorisation was to Seven not Telstra) and in any event, the authorisation was not a licence from the AOC.

Nonetheless, having analysed the various materials, the Court held that both the original and revised versions fell short of suggesting Telstra was a "sponsor", or the provider of "sponsor-like" support for the AOC, the IOC or the Rio Olympic Games. While the original advertising was somewhat ambiguous, it did not "cross the line".

The broad message was that Olympic events could be seen on the "Olympic on 7" app and that Telstra's sponsorshiplike arrangement was with Seven not any Olympic body. The position was even clearer in the revised advertisements.

ACL CLAIM

The AOC also contended that Telstra's advertisements, individually or collectively, conveyed a representation, or had a tendency to lead the audience to assume, that Telstra had some form of endorsement, approval, sponsorship, affiliation or arrangement with the relevant Olympic body (in contravention of sections 18 and / or 29 of the ACL). The Court noted that while the AOC's ACL claims were broader than the claims under the OIP Act, they raised similar issues for consideration.

The Telstra campaign was clearly themed around the Rio Olympic Games and Telstra wished to "own an association" with the Olympic games. The Court commented, however, that it was:

"not enough for the AOC to prove that the advertisements were Olympic themed. Were that so, any advertisement... that used Peter Allen's "I Go to Rio" song... or images of people playing or watching sport, might equally be accused of misleadingly associating themselves with the Olympic Games or Olympic bodies."

For essentially the same reasons as the OIP case, the Court was of the view that none of the materials contravened the ACL.

OUTCOME AND IMPLICATIONS

The Court dismissed the AOC's application with costs. This decision has been appealed by the AOC and is listed for hearing in 2017.

While the AOC is not a competitor of Telstra, it grants sponsorship to Telstra's key competitor. The case is a reminder that major events such as the Olympics have many complex layers of sponsorship at different levels, across different categories and granted by different entities. A sponsor wanting to truly "own" an association with an event needs to satisfy itself that its competitors are not able to obtain rights to any other property of the event, and thereby undermine or dilute the sponsor's investment.



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A mountain of copyright doom: Federal Court orders destruction of fake Lord of The Rings merchandise

THE TOLKIEN ESTATE LIMITED v SALTALAMACCHIA [2016] FCA 944



BACKGROUND

The Lord of the Rings is an original literary work that was written by JRR Tolkien between 1937 and 1949. The book is set in a fantasy world called "Middle Earth" and centres on the powers held by "One Ring", a ring which has the power to rule all of Middle Earth. Characters within the book seek to retain, obtain or destroy the "One Ring". This case pays tribute to the book's central theme.

Since around 2008, Mr Saltalamacchia, an online jewellery trader, sold rings bearing an inscription in "Black Speech", a language created by JRR Tolkien for his book series. The ring bearing the inscription was sold and publicised online on various websites using well-known phrases associated with JRR Tolkien, including "Lord of the Rings", "the Hobbit" and "Bilbo Baggins" (the latter being the protagonist in JRR Tolkien's novel. *The Hobbit*).

THE PROCEEDINGS

On 21 April 2016, The Tolkien Estate Limited, a UK company, the owner of copyright in *The Lord of the Rings* book and successor-in-title of JRR Tolkien, sued Mr Saltalamacchia for copyright infringement. The Tolkien Estate sought orders that Mr Saltalamacchia be permanently restrained from selling the infringing rings and offering them for sale online. Although the book (containing the infringing "Black Speech" text) was created in the United Kingdom, The Tolkien Estate was afforded copyright protection in Australia pursuant to the *Berne Convention for the Protection of Literary and Artistic Works* (1886) and *the Copyright (International Protection) Regulations* 1969 (Cth).

Mr Saltalamacchia represented himself in court and admitted to selling at least 1,300 rings over the course of eight years for between \$5.00 and \$30.00 each. He sought to refute the allegations of copyright infringement on various grounds, primarily on the basis that the "Black Speech" inscription on the ring was different to the text appearing in *The Lord of the Rings* book. This is because the inscription on the ring incorporates a small gap that is not present in the original "Black Speech" text.

SUMMARY JUDGMENT

On 11 August 2016, Justice Beach of the Federal Court of Australia entered summary judgment against Mr Saltalamacchia for copyright infringement. The Court held that Mr Saltalamacchia had no reasonable prospects of defending the case as there was no real dispute as to whether he had:

- · engaged in the infringing conduct; and
- reproduced a substantial part of the "Black Speech" text,

notwithstanding the slight differences between the inscription and the original text that he identified.

Mr Saltalamacchia, who had 50 of the rings left in his possession, was ordered to cease reproducing or communicating the infringing "Black Speech" inscription to the public. He was also ordered to cease selling, offering for sale, or exhibiting the rings bearing the infringing inscription. In addition, he was ordered to deliver up the remaining rings to an agent for destruction and to pay, at The Tolkien Estate's election, an account of profits or damages for the infringing rings sold.

LESSON FOR IP OWNERS

This case demonstrates that international and Australian IP owners need to be vigilant to ensure that their copyright is not being infringed by online traders selling knock-off merchandise around the world. Small differences between the knock-off merchandise and the copyright work may not negate a finding of copyright infringement, provided that at least a substantial part of the copyright work has been reproduced. With appropriate processes in place, IP owners can ensure that infringing conduct of the type considered by this case "shall not pass".



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Green with enVy – Trade Marks Office hears energetic dispute

THE COCA-COLA COMPANY v FRUCOR BEVERAGES LIMITED [2016] ATMO 38



THE PARTIES

Frucor Beverages Limited (Frucor) manufactures a variety of beverages in Australia, including the V brand of energy drinks. V enjoys approximately 38% of the energy drink market in Australia. Green is the predominant colour on the labels, packaging and collateral marketing material of approximately 70% of the V energy drinks.

The Coca-Cola Company (TCCC) produces and distributes rival energy drinks in Australia under the MOTHER brand, including a Green Storm energy drink, which is always sold in green packaging.

THE PROCEEDINGS

In 2012, Frucor applied to register a particular shade of the colour green (Pantone 376C) as a colour mark in respect of its V energy drink products. TCCC opposed the application in 2014.

On 22 June 2016, the Registrar of Trade Marks upheld TCCC's opposition and refused to register Frucor's mark.

NOT CAPABLE OF DISTINGUISHING

The primary ground on which the Registrar relied to refuse registration was that Frucor's mark was not capable of distinguishing the V energy drinks because the specific colour sought to be registered was ambiguously claimed in the application.

The ambiguity arose from the fact that there was a discrepancy in Frucor's application between the *description* of the particular shade of green it sought protection for (ie Pantone 376C) and the *representation* of that shade of green on a colour swatch attached to the application. Given that there were significant differences between the colour as described and the colour as represented, the application was fatally flawed. The Registrar held that as the colour claimed was uncertain, it would be impossible to determine its capacity to distinguish in this case.

Alternatively, the Registrar refused registration of Frucor's application on the basis that evidence of Frucor's use of the particular shade of green prior to 2012 did not amount to use of that colour capable of distinguishing the V energy drinks from the energy drinks of other traders.

While the Registrar accepted that the colour green is a significant element of the get-up of the V brand and makes the V products recognisable in the eyes of consumers, this was not enough to prove that the colour green alone functioned as a badge of origin. The Registrar held that although a colour may be identified with a particular brand, this does not mean that colour is synonymous with the brand and therefore that the colour is being used as a trade mark.

In this case, the Registrar found that:

- Frucor's use of the colour green distinguished its original formula energy drink from its other flavours, rather than distinguishing the V energy drinks from those of other traders:
- the colour green is not uniquely associated with V energy drinks as it is common in the beverage and energy drink industries for traders to use different shades of green for descriptive significance or aesthetic appeal; and
- the colour green is used in conjunction with the V logo and the latter is the primary identifier of the source and origin of the V energy drinks.

COLOUR TRADE MARKS

As this case demonstrates, proving that a brand owner is using colour as a badge of origin to distinguish its goods and services from those of other traders is an onerous task. This is particularly so for brand owners that use a number of different colours across their goods and services (eg to indicate product variants or flavours) and in relation to industries in which other traders use the same or a similar colour in respect of their goods and services.



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IP Bite: New official fee arrangements introduced for Australian trade marks by IP Australia

Registering a trade mark in Australia has become cheaper following the introduction of a revised fee structure by IP Australia on 10 October 2016. This is the result of a recent review carried out in accordance with the Australian Government Cost Recovery Guidelines 2014 (AGCR Guidelines).

Although the official cost to file an application for a national trade mark has increased from A\$200 to A\$330 per class, this increase is offset by the removal of the official registration fees, which were A\$300 per class. From 28 October 2016, international registrations which designate Australia now enjoy similar cost savings with the official designation costs reduced from A\$420 to A\$350 per class. As with the previous regime, no further fees are payable for international registrations.

In addition to lowering the overall cost of securing a trade mark registration, the elimination of official registration fees has brought IP Australia's practices into alignment with 95 of the 97 countries that are current members of the Madrid Protocol. The fee change also streamlines the registration process by requiring one less point of interaction with IP Australia.

In a gradual effort to recoup the lower cost of securing trade mark registration, IP Australia has also increased its official renewal fees from A\$300 to A\$400 per class.

Also noteworthy are the removal of official fees for opposing a non-use removal application and the removal of the official fees for filing written submissions in an opposition matter (in lieu of attending the hearing). In eliminating these fees, IP Australia aims to comply with red-tape reduction initiatives and the efficiency principles outlined in the AGCR Guidelines.



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