Licence to use the Small Business Saturday® Trade Mark and Marketing Materials

This Licence is dated 26 October 2026

Last Modified: 26 October 2026

Small Business Saturday® is a movement founded by American Express to celebrate and support small businesses.

Small is Big (**Small is Big**) is an independent Community Interest Company responsible for running Small Business Saturday® initiatives in the UK (the **Campaign**). **Small is Big** encourages **Eligible Small Businesses, private or public sector organisations** and **consumers** to support Small Business Saturday® 2026 and help get the word out about the day.

In order to promote the Campaign, marketing materials are available to download from this website including, without limitation, window posters/headlines (physical and on-line), till stickers, digital banners and logos, and social media posts (the **Marketing Materials**) to enable Eligible Small Businesses and public sector organisations to join in the Campaign and supplement their own marketing initiatives.

ELIGIBILITY

You should only download and use the Marketing Materials if you are a public sector organisation, or a small business which means you fall within the following criteria:

1. your turnover (for all outlets and other business locations within the UK) for the 2021 calendar year must have been ten million pounds (£10,000,000) or less; and

2. you must not be:
   - involved as a principal course of business in the manufacture, promotion or sale of pornography, sexual aids, firearms or other weapons; or
   - involved with the promotion or advocacy of any sensitive or controversial topic, or otherwise participate in activities that we determine to be inconsistent with the values of Small Is Big or American Express (an **Eligible Small Business**).

By downloading the Marketing Materials from this website, **you** agree to be bound by the terms contained in this licence (the **Licence**) to use the Small Business Saturday® trade mark (EU011124997) (the **Trade Mark**) owned by American Express Marketing & Development Corp of 200 Vesey Street, NY-01-49-12, New York, US, 10285-4900 (**AMEX**) to support the Campaign.

AMEX reserves the right to modify the terms of this Licence at any time. **AMEX** will indicate that changes have been made by updating the "Last Modified" date above. **Your** continued participation in the Campaign after the Licence has been modified constitutes **your** agreement to the terms of the modified Licence.

GRANT OF LICENCE

In consideration of you agreeing to abide by the terms of this Licence, **AMEX** grants **you** a limited and non- exclusive licence to use the Trade Mark on or in relation to the Campaign in the United Kingdom.

All marketing materials produced or used in support of the Campaign must use the Trade Mark.

You shall use the Trade Mark in accordance with this Licence and the Small Business Saturday® Amplification Guidelines available at https://smallbusinesssaturdayuk.com/amplification-guidelines

The Trade Mark may not be modified in any way.

USE OF THE TRADE MARK

You can only use the Trade Mark to support or promote the Campaign.

All advertising, marketing and promotion of Small Business Saturday® 2026 must in no way reduce or diminish the reputation, image and prestige of the Trade Mark.

You must not use the Trade Mark in a manner, or incorporated into any material, which:
- is fictitious, false, inaccurate or misleading;
- is defamatory or disparaging of any person or entity;
- contains any profanity or is otherwise obscene, pornographic or offensive;
- contains product claims (including, superlatives like "best," "first," "fastest" and "cheapest");
- promotes any illegal or unlawful product or service or suggests, encourages or promotes the violation of any laws, rules or regulations;
- infringes the rights of any person or entity, including, without limitation, rights of privacy, publicity or intellectual property;
- promotes or advocates for any sensitive or controversial topic; or
- is otherwise inconsistent with the values of **AMEX, Small is Big** or the Campaign.7

PROTECTION OF THE TRADE MARK

You shall not during the term of this Agreement or at any future time apply to register the Trade Mark or any derivative of the Trade Mark.

You recognise that **AMEX** owns exclusive title to and ownership of the Trade Mark and **you** shall not claim any right, title or interest in the Trade Mark or any part of it other than that granted under this Licence. Any goodwill accruing to the Trade Mark will become and/or remain the property of **AMEX**.

TERM

This Licence has been entered into on the date stated at the beginning of it.

This Licence expires automatically and without notice on the conclusion of the 2026 Small Business Saturday® Campaign (including upon any early cancellation of the Campaign).

AMEX may terminate the Licence if **you**: (i) breach the terms of this Licence; (ii) use the Trade Mark inappropriately; (iii) use the Trade Mark in a manner inconsistent with the values of **AMEX, Small is Big** or the Campaign; or (iv) use the Trade Mark contrary to **AMEX**'s express direction.

On termination of the Licence, **you** shall discontinue all use of the Trade Mark and any of its derivatives.

RESPONSIBILITY AND LIMITATION OF LIABILITY

You acknowledge and agree that **you** are solely responsible for your actions in connection with the Campaign. **You** agree to release, discharge and hold harmless **AMEX** and **Small is Big** from any and all injuries, liability, losses and damages of any kind to persons, or to real, tangible or intangible property, resulting, in whole or in part, directly or indirectly, from **your** participation in the Campaign.

In no event shall **AMEX** or **Small is Big** be liable to **you** for any loss of use, data, goodwill, revenues or profits, consequential, special, indirect or incidental loss arising out of the Campaign. In any event, **AMEX** or **Small is Big**'s liability shall not exceed £100.

You further agree that **you** are solely liable and responsible for the cost of any promotional efforts and other activities that **you** may undertake and for obtaining any necessary permits or permissions in connection with such activities.

ASSIGNMENT

This Licence is for **your** sole benefit and **you** may not assign **your** rights to any other party.

GOVERNING LAW

This Licence is governed by and construed in accordance with the laws of England and Wales. Any claim or dispute shall be subjected to the jurisdiction of the courts of England and Wales.