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- Sunlec International v Electropar* – Copyright in a Slogan: Literature for Marketers? —
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- Consent to Online Privacy Policies**
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Surfing the internet often results in the transfer of personal information between users of websites and the operators of those websites. This can be automatic such as the creation of logs regarding the user's web browsing habits, or dependent on conscious acts of the user, such as posting personal photographs on an online social network. Frequently a website operator will promulgate a privacy policy regarding personal information divulged in the course of online transactions. This article will focus on one aspect of the enforceability of online privacy policies, namely the matter of consent. It will be demonstrated that contract principles are incapable of addressing this issue in this context with a sufficient degree of certainty. The concept of authorisation under data protection legislation such as the Privacy Act 1993 is a more appropriate mechanism for regulation of this issue.

- Reflections and Perspectives on the South African Close Corporation as Business Vehicle for SMEs**

- Jean J Du Plessis 250

In this article the focus is on some of the unique and innovative features of the South African Close Corporations Act 69 of 1984. It is argued that, based on the positive experience with the close corporation in South Africa over almost 25 years, it is worth considering some of the fundamental features of the South African close corporation when new legislation for SMEs is contemplated by other countries. It is argued that there is not a

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single principle-based objection that could be raised against the introduction of a close corporation as business vehicle for small businesses, similar to the South African close corporation, in Australia, New Zealand or the United Kingdom.

When is Licensing a Trade Mark Deceptive?

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Orthodoxy suggests that the primary *raison d'être* of a trade mark is to guarantee origin and, more subtly, quality. Economic reasons to do with the interests of consumers justify this function. Because licensing means the person who produces trade marked goods is not the registered owner, the law has for long been disinclined to allow the practice for fear the public would be deceived. But trade marks have always involved more than the public interest. A strong argument — based upon the reap/sow theory — favours the economic rights of trade mark owners. Recognition of licensing and transferring marks under the trade marks legislation, therefore, has over the years been gradually extended. The New Zealand Trade Marks Act 2002 made radical changes. In the new regime restrictions on dealing in trade marks have now given way to *laissez-faire*. But to what extent? In particular, when will a registered trade mark be rendered invalid when used by someone else with the owner's consent? The answer will impact upon a wider issue of the possible erosion of public confidence in the registration system.

Governance Issues for Co-operative Companies under the Co-operative Companies Act 1996

Lynne Taylor 290

Co-operative companies registered under the Co-operative Companies Act 1996 play a significant role in the New Zealand economy. This article focuses on one governance issue unique to boards of co-operative companies, the annual assessment as to whether the company meets the criteria for continued registration as a co-operative company. The definition of co-operative company is in two parts. First, the company's principal activity must be the co-operative activity that is specified in its constitution. Second, 60 per cent of the voting rights in the company must be held by transacting shareholders. The article concludes that co-operative companies have considerable flexibility in determining whether or not these requirements are met.