

# LWG Claims Framework

**VERSION 2.2** 

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# TABLE OF CONTENTS

VEF	RSION CHANGE	2
1	INTRODUCTION	3
2	DEFINITIONS OF LWG	5
3	LOGO SPECIFICATIONS	6
4	THE LWG CLAIMS FRAMEWORK	8
5	MEMBERSHIP CLAIMS	9
6	PRODUCT-LEVEL CLAIMS	10
7	SOURCING INFORMATION	13
8	MONITORING & INFRINGEMENT	14
9	CLAIMS CHECKLIST	16
10	APPROVAL PROCESS	17
11	TERMINOLOGY	18



# **VERSION CHANGE**

#### Version 2.1 to 2.2 - March 2022

#### Logo:

o Updated LWG logo now available for brands to use, including black and white versions.

#### Product Content:

- Clarified what LWG considers to be a "prominent" amount of material in products that can be labelled using the LWG logo. See <u>Section 6.2</u>, <u>Product Content</u>.
- Added exceptions for footwear and watches in the product content, due to the weight of the sole of a shoe and the weight of a watch case. See <u>Section 6.2, Product Content</u>.

#### • Approval Timelines:

o Added expected timelines for the approval of claims, varying depending on the complexity of the submission.

#### • Claims Email:

 Redirecting brands to submit their claims to <u>membership@leatherworkinggroup.com</u>, to ensure a member of the LWG Marketing & Engagement team can respond to you as soon as possible.

#### • Format of Product Claims

- o Clarified that all product-level claims should be formatted similarly to the membership claims: they should include the LWG logo, URL, and claims text. See Section 6.3.
- Added an exception for e-commerce product descriptions where images & links are not possible. See <u>Section 6.3</u>.



# 1 INTRODUCTION

#### 1.1 LWG Claims Framework

The LWG Claims Framework has been developed to give Brand/Retailer Members of the Leather Working Group clear guidance on how to make claims about LWG, your membership, and our audit protocols. All members wishing to communicate about LWG must use this document to ensure all claims are accurate and appropriate, with no misleading language.

It is not mandatory to make public claims about LWG, but those that wish to do so must comply with the criteria outlined in this document. LWG monitors all claims relating to the group, our subscription members, and our audited leather manufacturers to protect the credibility of our name and the integrity of our auditing program, as well as building trust with consumers.

# 1.2 Leather Working Group

The global multistakeholder, Leather Working Group (LWG), is a member-led non-profit organization that is dedicated to driving excellence in the leather industry, minimizing the impact of leather production and challenging industry perceptions, through a suite of tools and ESG certification. LWG represents over 25% of the world's leather production and has a diverse community of over 1500 members from across the leather supply chain, LWG is comprised of:

- Brands/Retailers
- Leather Manufacturers
- Leather Traders
- Subcontractors
- Commissioning Manufacturers
- Suppliers to the leather industry (e.g., chemicals, machinery, testing)
- Groups/Associations
- NGOs/CSOs

Launched in 2005, the group offers the LWG Leather Manufacturer Audit Protocol as a means of assessing the environmental performance and related business practices of leather manufacturers. Developed by industry experts, our audit protocols allow the assessment and certification of best practice in leather manufacturing facilities, ensuring brands and retailers can make responsible sourcing decisions.

# 1.3 Why make claims?

Today's consumers demand more from the brands and retailers from which they purchase products and services – with a growing focus on sustainability and environmental responsibility. By promoting your membership of LWG and commitment to our goals, you reassure consumers that your company is investing in environmentally responsible practices, helping them to make informed decisions about their purchases.



# 1.4 How can this guide be used?

LWG authorizes the use of the LWG logo and text claims for use by **members only**, for the purposes of:

- Promoting membership of LWG and commitment to our goals
- Making claims about sourcing and/or corporate social responsibility (CSR) efforts
- Reporting on sourcing/CSR goals and achievements

# 1.5 Modes of communication

Members of LWG may communicate about their membership through a range of different channels, across online platforms (including video), on-product marks, and via traditional printed materials.

This document provides guidance on the requirements that brand members must meet to be able to make basic claims about membership, commitment, as well as more advanced on-product claims.







#### **ONLINE**

Web content (e.g., news)

Social media

Newsletters

E-commerce

#### **ON-PRODUCT**

Stickers

Swing tags

**Product descriptions** 

Packaging

#### **TRADITIONAL**

Print (e.g., brochures)

Catalogues

Adverts

Reporting



## 2 DEFINITIONS OF LWG

Providing context on what LWG is, what we do, and what your membership of our group means is a crucial element in helping consumers understand the value of our program. Should you wish to explain what LWG is and what we do, you may use the definitions below.

The definitions below should **not** be changed without prior permission from LWG. Please contact LWG directly for requests of this nature via <u>membership@leatherworkinggroup.com</u>





# 3 LOGO SPECIFICATIONS

This section will be particularly useful for graphic designers when considering the placement of the LWG Logo on marketing materials and on-product labels, packaging, hangtags, etc.

#### 3.1 File Formats

Once LWG has confirmed your membership is complete and you have met our requirements for use, LWG will provide the LWG Logo in various formats, as needed. This will include:

- **PNG files** Best for lower resolution uses, such as websites, word documents, etc.
- EPS files Best for higher resolution uses, such as artwork, printing, etc.

# 3.2 Elements of the LWG Logo

**Table 2:** The three core elements of the LWG logo can be seen below.



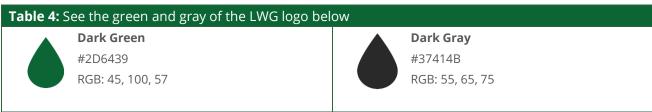
The LWG Logo is comprised of 3 key elements:

- 1. The green leaf icon
- 2. The leather hide cut-out
- 3. Text: Our brand "Leather Working Group"

# 3.3 Variants of the LWG Logo



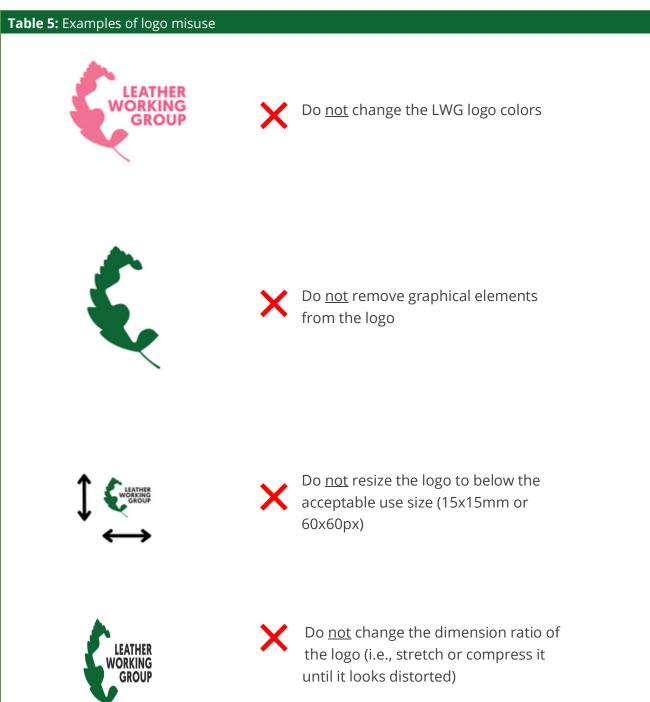
# 3.4 Colors of the LWG logo





# 3.5 Incorrect Logo Usage

To protect the integrity of the LWG brand, the LWG logo should never be altered in any way from the format in which it is supplied by LWG.





# 4 THE LWG CLAIMS FRAMEWORK

The LWG Claims Framework comprises three tiers most relevant to our membership. To be able to make a specific claim, members must meet the following criteria. The three tiers of claims are as follows:

- Membership claims
- Product-level claims by **Brands**
- Product-level claims by Retailers

CRITERIA		MEMBERSHIP	PRODUCT-LEVEL CLAIMS	
		CLAIMS	By Brands	By Retailers
1	BECOME A MEMBER OF LWG  Complete the LWG Membership Application / Renewal Form, pay your membership fee and receive your membership certificate.	X	X	X
2	DISPLAY THE LWG LOGO & LINK  Add the LWG Logo and a link to the LWG website to a consumer-facing website (i.e., on your sustainability policy page).	X	X	X
3	DECLARE YOUR LWG SOURCING LEVEL Submit an annual declaration of the % of leather purchased from LWG-certified facilities to the LWG Administration Office.	-	X	-
4	SUBMIT ARTWORK Submit the designs for your on-product labels, tags, packaging, etc. for approval.	-	X	X
5	SUBMIT YOUR BRANDS  Retailer members of LWG must submit the names of the brands they wish to make claims about on their platform for approval.	-	-	X



# **5 MEMBERSHIP CLAIMS**

As a member of Leather Working Group, you may communicate your membership of the group and commitment to our aims through various channels.

To do this, you must meet our Membership Claims requirements and ensure your claim is formatted correctly (<u>Section 5.1</u>), including the LWG logo and one of our suggested Text Claims (<u>Section 5.2</u>).

# 5.1 Format of Membership Claims

All membership claims must include a) the LWG logo, and b) a text claim. All text claims should use LWG's suggested Membership Text Claims (see <u>Section 5.2</u>).



# 5.2 Text Claims - Membership

All Membership Claims must be comprised of both the LWG Logo and a Text Claim. All members that meet the claims eligibility criteria as outlined in Section 5 may select one of the Text Claims below:

5.2.1	"We [or company name] are/is a member of Leather Working Group."
5.2.2	"We [or company name] joined Leather Working Group/LWG in [year] to support more responsible leather manufacturing."
5.2.3	"We [or company name] are committed to supporting responsible leather manufacturing across the globe and that is why we are proud members of Leather Working Group/LWG."

Please note: Pending the EU regulations on <u>substantiating green claims</u> and <u>empowering consumers</u>, we will provide updated wording.



# 6 PRODUCT-LEVEL CLAIMS

Brand members may make use of the LWG logo via physical product labelling (i.e., using stickers, hang tags, packaging, etc.) and e-commerce product descriptions once all product-level claims requirements are met Retailer members may also make use of the LWG logo at the product-level but must meet different requirements to ensure all brands they wish to make claims about meet our criteria.

#### 6.1 Basic Criteria

Brands wishing to make claims about LWG at the product level must:

- Be up to date with the payment of your annual membership subscription fee
- Have made a Membership Claim on a consumer-facing website (See Section 6)
- Submit a sourcing declaration stating the percentage of leather purchased from LWG facilities.

#### 6.2 Product Content

The LWG logo may only be used on products where leather is a prominent component and where the leather is sourced from LWG-certified suppliers. Brands should only apply on-product labelling to products that:

#### 1. Contain leather as a <u>prominent material</u> within the product

LWG considers a product to contain a "prominent" amount of leather if it contains at least 50% leather by product weight. However, there are exceptions for footwear and watches:

- **Footwear:** LWG claims should only be applied to footwear comprised of a minimum 50% leather by weight excluding the weight of the sole.
- Watches: LWG claims should only be applied to watches where the watch straps are comprised of a minimum of 50% leather by weight

#### 2. Only contain leather made by an LWG-certified leather manufacturer

100% of the leather contained in a product must have been produced by an LWG-certified tannery. Labelling is not permitted if a product contains leather from both LWG-certified and non-certified leather manufacturers.

#### 6.3 Format of Product Claims

All product claims must include a) the LWG logo, and b) a text claim. All text claims should use LWG's suggested Product Text Claims (see Section 6.6).



Exception to be made for e-commerce product descriptions where it is not possible to add logos / links.



# 6.4 Brand responsibilities

#### 6.4.1 Submit a Sourcing Declaration

Brand Members of LWG are required to submit an annual declaration of the percentage of material they source from LWG-certified facilities. Download the form from this webpage.

New members will be required to submit this information upon application to the group. Existing members will be required to submit this information during the annual renewals process, usually in the first quarter of each year. Brands that do not submit this information will not be permitted to make claims at a product level.

Please note, LWG currently requires only the amount of material purchased from an LWG-certified manufacturer as a percentage (%) of the total amount of leather purchased.

#### 6.4.2 Submit Your Artwork or E-Commerce Text

Brand Members must submit all artwork for physical labelling and e-commerce that will use the LWG logo or make an LWG text claim for approval to <a href="mailto:membership@leatherworkinggoup.com">membership@leatherworkinggoup.com</a>. LWG will verify all criteria to make claims at the product level have been met and check all artwork to ensure correct usage of the logo and text claim.

#### **Expected timelines for approval:**

- Submission of label artwork & e-commerce text Approx. 3 working days
- Submission of explanatory copy Approx. 5-10 working days (length dependent)

# 6.5 Retailer responsibilities

Retailer Members of LWG will be required to submit a list of brands they wish to make claims about at the product level. LWG will then verify whether the submitted brands have met all criteria for product-level claims. Any retailer found to be facilitating non-permitted claims will be informed of the issue and advised to remove all LWG claims until all brands making claims can be verified by LWG.

#### 6.6 Text Claims - Product-Level

All product level claims must include the LWG logo and one of the following Text Claims. The wording in these claims may not be changed without prior permission.

"We [or company name] are/is a member of Leather Working Group."
"By purchasing this product, you are supporting Leather Working Group certified tanneries"
"[Company name] leather products support responsible manufacturing via the Leather Working Group."

#### 6.7 Not Permitted – Product Claims

Product-level claims (such as hangtags and e-commerce product descriptions) should not claim that:



- A <u>product</u> is LWG-certified or approved (as LWG certifies <u>tanneries</u>, not materials/products)
- The <u>brand/retailer</u> is LWG-certified or approved (as LWG certifies <u>tanneries</u>, not brands)
- A specific product contains leather that was made or sourced <u>from an LWG-certified tannery</u>
- A specific product contains leather that was made or sourced from a <u>Gold/Silver/Bronze-rated</u> tannery (medal ratings should not be mentioned at the product level in any capacity)
- Being a member of LWG guarantees <u>all</u> your leather is manufactured by LWG-certified tanneries
- Being a member of LWG guarantees <u>full traceability</u> of your leather

Members are still permitted to refer to the LWG medal ratings on other platforms that are not product specific. I.e., stating a company commitment to source 100% of your leather from LWG-audited leather manufacturers. See <u>Section 7</u> for further guidance.

# 6.8 E-Commerce Usage

Brand/Retailer Members of LWG are permitted to make product-level claims on their company e-commerce websites in addition to via physical labelling on products, packaging, at point of sale etc. Guidance for e-commerce use is as follows:

- Members must meet all the Product-Level Claims criteria as outlined in Section 5 to be eligible for use of the LWG Logo in e-commerce.
- Members must use both the LWG Logo and one of the Product-Level Text Claims (<u>Section 6.6</u>).
- E-commerce claims should be made in product titles, descriptions, or details.
- Do not claim/imply a product is composed of LWG-origin material in product descriptions.
- Include a link to or the URL of the LWG website as part of or adjacent to the e-commerce claim to direct consumers to learning more about the LWG Environmental Audit and our other programs.



# 7 SOURCING INFORMATION

LWG encourages our Brand Members to make public declarations of the leather sourcing levels and targets, for better transparency with consumers. Brand Members can make claims such as:



Public declarations of current sourcing levels should be:

#### • Specific/Numeric

"65% of our leather", instead of "quite a lot of our leather"

#### Timebound

"In 2020 we sourced X amount of leather, and we aim to increase that to X amount by 2025" instead of "We will purchase more in the future."



## 8 MONITORING & INFRINGEMENT

LWG proactively monitors the use of our logo and claims about membership or our certification standards. LWG reserves the right to suspend permission to use the LWG logo if a member company fails to meet our eligibility criteria, as outlined in this document.

Through our monitoring procedure, LWG aims to ensure that all claims made about membership of our group and what that means in terms of a brand/retailer's commitment to our program are correct and credible. As a result, misuse of the LWG logo and incorrect or misleading claims will not be tolerated.

#### 8.1 Procedure

During the annual renewals process, LWG will conduct an online audit of a company's website and social media profiles to identify any claims made in reference to LWG. In addition, we will complete sampling checks of member websites on an ad-hoc basis. LWG may also be made aware of incorrect claims (both online and physical) by interested third parties.

During this process, LWG will confirm whether all eligibility criteria have been met. If claims are being made and the eligibility criteria have not been met, we will issue a corrections email to your company's main contact.

#### 8.2 Misuse — Current Members

Members misusing the LWG logo will be issued a corrections email to advise how to either a) meet our eligibility criteria, or b) amend the claim's text/formatting. Members are expected to take corrective action within 30 days of receipt of a corrections email and inform LWG of the actions taken. If LWG received no response to the first corrections email, we will send a reminder after 14 days.

If LWG is not directly informed of any corrective actions undertaken at the end of the 30-day notice period, we will conduct a second online claims audit to assess if changes have been made.

# 8.3 Misuse — Lapsed Members

All former LWG members who do not meet our requirements for membership (including staying up to date with the annual LWG membership subscription fee) are considered to have lapsed their membership. As such, lapsed members will be treated as Non-Members (see <u>Section 8.4</u> below).

Lapsed members are expected to remove all claims relating to LWG from their online presence and via physical labelling, as they no longer meet LWG's eligibility criteria to make claims.

#### 8.4 Misuse — Non-Members

LWG requires membership of the group before permission to use the LWG logo and claims will be granted. Non-members are not permitted to make any claims about LWG or make use of the LWG logo. This includes, but is not limited to:

- Claims about LWG as a company & our auditing standards
- Claims about the certification status of LWG-audited suppliers
- Membership claims
- On-product claims
- E-commerce claims



If a company is making claims or using the LWG logo but has not met our eligibility criteria, LWG will approach the company directly to advise them of this infringement. LWG will ask that all claims be removed before such a time that the company are able to meet our criteria. LWG will offer to arrange a call to discuss membership of the group and provide information on the applications and approval process for non-members.

## 8.5 Scenarios & Resolutions

Scenario	Resolution			
A Non-Member makes a claim about LWG via online, e-commerce, traditional printed materials, social media, physical labelling, or other forms of promotional material.	We will contact the Non-Member to ask that the claims be removed. We will send the LWG Membership Proposal pack and offer to set up a call to discuss joining the group.			
Membership fees have gone unpaid during either the initial application or the renewals process	We will contact the company with a copy of the overdue invoice to ask that they pay fees within 30 days.			
The LWG logo has been edited to an incorrect format (as per Section 4.5).	We will contact the company with a copy of the permitted LWG Logo and advise that they replace the incorrect logo with the correct version.			
The LWG logo is not accompanied by a Text Claim	We will contact the company with a copy of this document, indicating that a Text Claim must be included (Section 6.2 & 7.4, depending on the type of claim).			
roduct level claims have been made via nysical labelling (hangtags, packaging, ickers, etc.) without prior approval of ne artwork.	If the company in question has met our eligibility criteria and the on-product claim is correct, no action will be taken.  If the company in question has met our eligibility criteria by th on-product claim is incorrect, we will approach them to advise the corrective action that must be taken.			
	If the company in question has not met our eligibility criteria, we will approach them to request they remove the claim and advise which criteria they need to meet.			
E-commerce claims do not include a link to or the URL of the LWG website	We will approach the company to request that they add a link/URL to the LWG website to all e-commerce claims.			

# 8.6 Reporting Misuse

Misleading, incorrect, or unapproved claims may be reported to LWG directly for investigation. To do so, please contact the LWG directly via <a href="mailto:membership@leatherworkinggroup.com">membership@leatherworkinggroup.com</a> with the following information about the misuse:

- The name of company
- Where the misuse has occurred (on a website, at a trade fair, etc.)
- Links or screenshots of examples of misuse



# 9 CLAIMS CHECKLIST

	Mambarchin	Product-level Claims	
Criteria	Membership Claims	By Brands	By Retailers
Returned your application or renewals form			
Paid the membership subscription fee			
Received your current membership confirmation email & certificate			
Added the LWG logo and a link to the LWG website via a consumer-facing webpage			
Submitted your claims request to the LWG Office & approved to make claims			
Returned your annual LWG sourcing % declaration to the LWG Office	N/A		N/A
Submitted your artwork for on-product physical labelling to the LWG Office & approved for use	N/A		
Submitted the list of brands you wish to make claims about to the LWG Office & approved for claims.	N/A	N/A	



# **10 APPROVAL PROCESS**

Before a Brand/Retailer Member can make any claims relating to LWG, all eligibility criteria as outlined in Section 5 must be met.

- To make **Membership Claims**, brands and retailers must have met all membership claims criteria.
- To make **Product-Level Claims**, brands must meet all product-level criteria.
- To make **Product-Level Claims via a retailer**, the retailers must submit their list of brands for verification that the brand has met all claims criteria by LWG.

# 10.1 Submitting Claims Requests

Brand and Retailer Members of LWG must submit their request to LWG centrally to gain permission to make claims. The LWG Administration Office will verify all criteria have been met before confirming permission has been granted. LWG will then furnish the applicant with the required formats of the LWG logo. To submit your claims request, please email: <a href="mailto:membership@leatherworkinggroup.com">membership@leatherworkinggroup.com</a>

# 10.2 Artwork Approval

All artwork for on-product claims (such as for hangtags, stickers, packaging etc.) must be submitted to <a href="LWG directly"><u>LWG directly</u></a> for approval. LWG will confirm all eligibility criteria have been met and check all artwork to ensure claims are formatted correctly.



# 11 TERMINOLOGY

#### 11.1 LWG Member

LWG defines its members using the meaning given in <u>Section 112 of the Companies Act 2006</u>. Companies gain membership to LWG via two routes:

- 1. **Subscription** for brands/retailers, suppliers, agent traders, and associations.
- 2. **Audit** for leather manufacturers and traders of part-processed and finished leather.

A company remains a member of LWG so long as they hold a valid membership certificate, provided upon completion of a successful audit <u>or</u> payment of the membership subscription fee.

Companies eligible for an audit cannot join through the subscription route, and companies that are not leather manufacturers or traders cannot join as a subscriber member. All LWG members can be viewed on the <u>Our Members page</u> of the LWG website.

#### 11.2 Leather Manufacturer

LWG defines a leather manufacturer as a company or other incorporated legal entity who takes raw hides or semi-processed leather to a part or fully finished state.

Those leather manufacturers that successfully complete the <u>LWG Leather Manufacturer Audit</u> and achieve certification are granted membership to LWG. Audit certification is valid for 2 years from the date of the audit and must remain valid for the company to maintain its membership of the group.

Leather manufacturer members of LWG are listed on the <u>Our Rated Member page</u> of the LWG website. Only those leather manufacturers that a) have successfully completed an audit against the LWG Environmental Audit Protocol, and b) hold a current, valid certificate, are listed on the LWG website. LWG does not list companies that have failed their audit or those whose certification has expired.

#### 11.3 Brand/Retailer

LWG defines a brand or retailer as a company or other incorporated legal entity who are retailers or wholesalers of branded leather products that have joined LWG by submitting an application form, paying the membership subscription fee, and received a certificate of membership. All Brand members of LWG can be viewed on the LWG website.

#### 11.4 LWG certificate

All Members of LWG receive a certificate of membership upon their joining the group. LWG membership certificates include the date of original membership and the current membership validity. Additional information is included on the certificates of leather manufacturers and traders pertaining to the scores achieved during their audit.

#### 11.5 LWG-certified facilities

All facilities that have gained certification following a successful audit against the LWG Environmental Audit Protocol (for leather manufacturers) or the LWG Trader Audit Protocol may be referred to as "LWG-certified suppliers" if their certification remains valid.