

**International
Association of
Amusement Parks
and Attractions**

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IAAPA Intellectual Property (IP) Policy and Guidelines

In response to our manufacturer and supplier members' concerns regarding the protection of members' intellectual property (IP), in November 2011, the IAAPA Board of Directors unanimously approved a policy that requires a member or nonmember company that purchases exhibit space, advertising or sponsorship to own or have the rights to display and/or use the products, materials and printed content it is showcasing. The policy only applies to activities taking place under the IAAPA umbrella of IAAPA's services and it will not extend to member conflict or rights issues that occur beyond the scope of IAAPA's purview.

IAAPA'S IP PROGRAM

To support this Intellectual Property (IP) Policy, IAAPA has initiated and continues to refine a program to assist members with the education, maintenance and enforcement of their intellectual property rights. The following three components make up IAAPA's IP Program ("Program"):

A. IP MEDIATOR

IAAPA has contracted with an IP attorney, who will function as a "mediator" for disputes between members that occur within IAAPA's umbrella of services. The attorney, referred to as an "IP Mediator" for the purposes of the Program, specializes in managing programs like this around the world and will consider the rules and requirements imposed by IAAPA, as well as the intellectual property rights of members when analyzing any complaints made through the Program.

B. EDUCATION

IAAPA will provide members and participants information and education on IP rights and responsibilities via webinars and counseling sessions, conducted by both IAAPA and the IP Mediator.

C. ENFORCEMENT

The IP Mediator and IAAPA will be available to consider any claims of violations of the IP Policy that occur within IAAPA's purview, whether the claim arises at one of IAAPA's Expos, in its advertising or in any sponsorship opportunity supported by IAAPA. The following summarizes the types of complaints that IAAPA will consider as part of the Program:

(1) *Expo Complaints*

The IP Mediator will be available to confer on the phone or on the Expo floor to investigate claims that the IP Policy has been violated, such as cases of claimed IP infringement, and/or to determine whether a violation of any of IAAPA's rules, policies or guidelines has occurred as a result of content or material displayed at an Expo. If a company is believed to

Regional Offices:

IAAPA Asia Pacific
Hong Kong SAR, China

IAAPA Europe
Brussels, Belgium

IAAPA Latin America
México City, México

have violated the IP Policy or one of IAAPA's rules related to the display of content or materials, the violator may have to remove the offending material or display immediately. Other sanctions may also be issued when appropriate.

(2) *Advertising Complaints*

The IP Mediator is available to confer by phone or in person at an IAAPA Expo to investigate claims that the IP Policy has been violated and/or to determine whether a violation of any of IAAPA's rules, policies or guidelines has occurred as a result of advertising or content displayed in an IAAPA publication. If a company is believed to have violated the IP Policy or one of IAAPA's rules related to the publication of any content, the violator may have offending material removed from the publication in question and future IAAPA publications. Other sanctions may also be issued when appropriate.

(3) *Sponsorship Complaints*

The IP Mediator is available to confer by phone or in person at an IAAPA Expo to investigate claims that the IP Policy has been violated and/or to determine whether a violation of any of IAAPA's rules, policies or guidelines has occurred as a result of the sponsorship of an IAAPA program. If a company is believed to have violated the IP Policy or one of IAAPA's rules related to content that is posted during a sponsorship opportunity, the violator may have any sponsorship acknowledgement removed. Other sanctions may also be issued when appropriate.

IAAPA's IP Program is implemented through the rules and contract that each advertiser, exhibitor or sponsor is required to execute in order to participate in the IAAPA service. Below is a summary of the IP Policy for the Program, which is more specifically covered in IAAPA's rules, including but not limited to Exhibit Space Contracts, Advertising Contracts/Insertion Orders, and Sponsorship Agreements.

IAAPA's IP POLICY

The IP Policy ("Policy") applies to corporate or legal entities that enter into a contractual relationship with IAAPA, whether as exhibitor, advertiser, sponsor, or member ("Participant(s)"). The Policy does not extend to trade show attendees or the industry in general. The Policy is enforced through the contract that IAAPA has with each Participant, including but not limited to Exhibit Space Contracts, Advertising Contracts/Insertion Orders, and Sponsorship Agreements.

In an effort to ensure any claims or disputes occurring at an event sponsored by IAAPA are handled in a non-disruptive manner, IAAPA has implemented this Policy to educate Participants on their intellectual property rights, as well as provide Participants with the services of an intellectual property attorney. This attorney, called the "IP Mediator," will function as a mediator to resolve conflict that occurs under the umbrella of IAAPA's services, such as at its Expos, in its advertising or at or through sponsorship opportunities ("Events"). At the Event and/or in the time period leading up to the Event, IP Mediator will provide assistance to Participants by evaluating complaints related to intellectual property infringement to determine whether a violation of this Policy has occurred, or whether a violation of any of IAAPA's rules, policies or guidelines has occurred. The IP Mediator will work closely with IAAPA to issue any Sanctions (as defined below), if necessary.

In exchange for the services provided by IAAPA to Participants as part of the Program, which have been made binding through the contracts that each Participant enters with IAAPA, each Participant agrees not to display any item, product, catalog, photograph or image, printed material, product or device ("Content") that (i) violates or potentially violates the intellectual property or proprietary rights of another participant at an Event or (ii) that is otherwise disruptive to IAAPA, the Event or another Participant. IAAPA (in consultation with the IP Mediator) may determine – in its sole and complete discretion – whether to issue the Sanctions described herein.

For disputes or complaints arising at an Event the IP Mediator's decision shall be deemed final and binding as it relates to IAAPA or its Events. The decision will have no binding effect in a court of law.

A Participant may lodge with IP Mediator a complaint against any other Participant at an Event, or in the time period leading up to an Event. The IP Mediator's evaluation of such a complaint will be free of charge to the complaining Participant. Participants must make all claims in good faith and may be required to sign an Intellectual Property Notice, a Confirmation of the Complaint and an Indemnity as part of their complaint. Neither IAAPA nor the IP Mediator will consider claims that appear to be made in bad faith, or otherwise simply in an effort to disrupt the flow of good and fair business in the industry. As stated more completely in the contracts that IAAPA has with each Participant, the Participant will be required to release and hold IAAPA, the IP Mediator and any agent of either harmless for any claims, demands or liabilities related to (a) claim or determination that a violation of this Policy, or one of IAAPA's rules or guidelines, has occurred; (b) a claim or determination that any content is infringing or potentially infringing or otherwise disruptive to the Event; or (c) any other claim or determination issued by the IP Mediator, IAAPA, or its agent, related to any activity at the Event. To be clear, such release of liability will include any claims for trade libel, defamation, unfair competition or negligence. Further, Participant agrees that the exclusive jurisdiction for any dispute, claim, or demand related in any way to the enforcement of the Policy will be decided by binding arbitration. Specifically, all disputes between Participant and IAAPA shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in the Arlington, Virginia, USA area, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.

A. SANCTIONS FOR IP CLAIMS

When the IP Mediator, in consultation with IAAPA management, determines a violation of the Policy has occurred, IAAPA may issue sanctions ("Sanction(s)") at that time. Any determination by IP Mediator and/or IAAPA to issue any Sanctions is *not* a legal determination that any intellectual property infringement or violation has occurred. Instead, Sanctions shall be issued (i) to enforce the Policy as well as the rules, policies or guidelines of the Event or as otherwise required by IAAPA, such as when IP Mediator believes that the display of any Content is potentially infringing on another participant's intellectual property or proprietary rights, or (ii) when IP Mediator and/or IAAPA believes the display of any Content is disruptive to the Event.

IAAPA will determine the appropriate Sanction, in its sole discretion, based upon the severity of the violation. These Sanctions may include but are not limited to any listed below, alone or in combination:

- Removal of printed products from booth
- Removal of pages from catalogs
- Cut-out or cover images in catalogs
- Removal of product from booth
- Cover products in booth
- Removal of price lists from booth
- Removal of videos from booth
- Removal of advertising from online or printed documents/images
- Removal or covering of images on banners
- Removal of entire exhibit booth
- Voiding of sponsorship benefits
- Fines of up to US\$3000 per IP violation

The IP Mediator and IAAPA have no obligation to enforce or act on the behalf of any party and that both IP Mediator and IAAPA may, in their sole discretion, determine whether to issue Sanctions or take any action in any case. Neither IP Mediator nor IAAPA is required to take any action or issue any Sanctions in any instance. A failure by any Participant to abide by any Sanctions imposed by IP Mediator and/or IAAPA will lead to additional Sanctions imposed by IAAPA.

Once IAAPA and the IP Mediator have evaluated a claim, the Participant who was claimed to have violated the Policy will be notified of that determination as soon as reasonably possible. The determination may involve the Participant being subject to one or more of the above list of Sanctions. The Participant will be notified of the

prescribed Sanction(s) and the timetable in which action for remedy, or financial payment, is required. The Participant who was claimed to have violated the Policy will also be provided this full IP Policies and Guidelines document, either in hard copy or web link, to inform them of the policy of Repeat Offenses (below) or as a first-time IP violator.

B. REPEAT OFFENSES

Participants who repeatedly violate the Policy are subject to increased or additional penalties/Sanctions to be determined by IAAPA Management. Repeat violators are participants who have been determined to violate the Policy more than one time and potentially across multiple media sources, whether at separate Expos or trade shows or in advertising, sponsorship, or any combination thereof. Companies and individuals included in this Policy and subject to repeat offender consideration would include (i) any subsidiary, affiliate, division or related entity of a company that was subject to a prior complaint or (ii) companies or related entities offering similar products, services or technologies that are represented by the same owner(s), principal(s), corporate representative(s), officer(s), director(s) and/or management of the company subject to the prior complaint(s). There are circumstances where a combination of advertising and exhibiting could result in becoming a repeat offender at one IAAPA event.

Participants that are repeat violators of the Policy may have penalties imposed within a range of Sanctions. The potential Sanction depends upon the claim and the circumstances involved in the claim – such as, the egregious nature of the violation, a Participant’s willingness to comply with the program, acting in an unprofessional, belligerent, or disrespectful manner, or otherwise disrupting the course of business at an Event. Similarly, different penalties may apply based on a Participants’ history or prior accrual of seniority.

1. Recommended Range of Penalties

Second Offense: penalties either solely or in combination and **in addition to** the Sanctions referenced above.

Financial	US\$2,500 - \$5,000
Seniority	Loss of 3 – 5 years of seniority
Tradeshow Eligibility (Regional)	Ineligible to participate in next scheduled regional Show/Expo
Tradeshow Eligibility (Global)	Ineligible to participate in any IAAPA global exhibition for one year
Advertising	Ineligible to advertise with IAAPA print or digital products for one year
Sponsorship	Removal of violating sponsorship materials, and ineligibility to participate in IAAPA events for one year

Third Offense: penalties either solely or in combination and **in addition to** the Sanctions referenced above.

Financial	US\$5,000 - \$10,000
Seniority	Loss of 5 years up to loss of all seniority
Tradeshow Eligibility (Regional)	Ineligible to participate in next three (3) scheduled regional Shows/Expos, up to inability to participate indefinitely
Tradeshow Eligibility (Global)	Ineligible to participate in next three (3) years of IAAPA Shows/Expos, up to inability to participate indefinitely
Membership	Loss of Membership eligibility for one year, up to loss of membership eligibility indefinitely
Advertising	Ineligible to advertise with IAAPA print or digital products indefinitely
Sponsorship	Removal of violating sponsorship materials, and ineligibility to participate in IAAPA events for three (3) years

Fourth Offense: penalties either solely or in combination and **in addition to** the Sanctions referenced above.

Seniority	Loss of all accrued seniority across all IAAPA events
Tradeshow Eligibility (Regional)	Ineligible to participate in IAAPA events indefinitely
Tradeshow Eligibility (Global)	Ineligible to participate in IAAPA events indefinitely
Membership	Loss of Membership eligibility indefinitely
Advertising	Ineligible to advertise with IAAPA print or digital products indefinitely
Sponsorship	Removal of violating sponsorship materials, and ineligibility to participate in IAAPA events indefinitely

Should you have any questions about the Program or the Policy, we encourage you to contact IAAPA at +1/703-836-4800 or visit www.IAAPA.org for a list of relevant rules, regulations, and staff contact information.