

Illinois High School Association

Trademark Use and Royalty Policy

For purposes of this Illinois High School Association Trademark Use and Royalty Policy (this “Policy”), the term “Trademarks” shall collectively refer to all names, marks, symbols, emblems, logos, designs, trade dress, slogans, taglines and other designations utilized by the Illinois High School Association (the “IHSA”), including, without limitation, those marks listed at the end of this Policy as Exhibit A. The Trademarks are protected under applicable state and/or federal law.

1. License to IHSA Member Schools.

By virtue of membership in the IHSA, and subject to the terms of this Policy, each member school is granted a non-exclusive, non-transferable license to use the Trademarks on or in connection with printed publications, event merchandise, audio-visual productions and otherwise created and/or distributed in connection with any contests, games, meets or other event conducted by or under the auspices of the IHSA, including regional, sectional and super-sectional events (collectively, “State Series Events”). Specifically excluded from the license granted to the member schools are any state final championship events (collectively, “State Final Events”). All uses of the Trademarks pursuant to this Policy must receive the prior written approval of the IHSA.

2. Use of IHSA Licensed Vendors Only. Only IHSA-licensed vendors may be utilized to produce printed publications, event merchandise, audio-visual productions bearing the Trademarks and otherwise pursuant to this Policy. Any contract with a licensed vendor shall: (i) require full and timely compliance with this Policy, including, without limitation, timely accounting and payment of any royalties due to the IHSA, and (ii) establish any terms of the business arrangement between the member school and licensed vendor which are separate and in addition to the requirements of this Policy. Unless otherwise agreed by the IHSA, any agreements between a member school (or tournament event host) and a licensed vendor for printed publications, event merchandise, audio-visual productions and otherwise created and/or distributed in connection with any State Series Events shall be subject to the prior approval of the IHSA. No contingent or multi-year contract shall be entered into for any State Series Events.

3. State Series Events. The IHSA’s name and at least one of the Trademarks must be included on all printed publications, event merchandise, audio-visual productions and otherwise created and/or distributed in connection any State Series Events. Further, any time a member school hosts a State Series Event, the contemporary IHSA logo must be: (i) conspicuously displayed on the front cover of any program and on any other printed material produced for the State Series Event, and (ii) included on any merchandise, audio-visual productions and otherwise produced in conjunction with the State Series Event.

4. State Final Events. No member school or licensed vendor may use the Trademarks in connection with any State Final Events without the prior, written approval of the IHSA. Only IHSA-designated licensed vendors shall be allowed to create or distribute any printed publications, event merchandise, audio-visual productions and otherwise in connection with any State Final Events. Only IHSA-designated licensed vendors will be permitted to be on or around the premises of State Final Events for commercial or retail purposes.

5. Regular Season Events. At the option of each member school, the contemporary IHSA logo may be incorporated into any printed publications, event merchandise, audio-visual productions and otherwise created for regular season games--but is not required to be used. In the event a member school chooses to so utilize the contemporary IHSA logo, the member school is obligated to pay to the IHSA royalties in accordance with this Policy and such items shall only be produced by vendors licensed by the IHSA.
6. Prohibited Uses of the Trademarks. Member schools and licensed vendors may not: (i) alter the Trademarks in any way, (ii) co-brand their own products or materials with the Trademarks; or (iii) incorporate the Trademarks into their respective trademarks, service marks, company names, Internet addresses, domain names, or any other similar designations.
7. Use of the Trademarks for Promotion. Member schools and licensed vendors may use Trademarks to promote the sale of IHSA-approved publications, merchandise, audio-visual productions and otherwise provided that they each follow the guidelines otherwise set forth in this Policy.
8. General Trademark Usage Considerations.
 - (a) The Trademarks must always be printed in capital letters with the appropriate TM or ® symbol prominently displayed; and
 - (b) In printed publications, ownership of any Trademark should be indicated in close proximity to Trademark usage to the extent feasible.

EXAMPLE: When using the trademark "THE FUTURE PLAYS HERE®", somewhere on the same page should appear the following phrase: "THE FUTURE PLAYS HERE® is a registered trademark of the Illinois High School Association." In larger publications with multiple Trademarks utilized, instead of indicating the ownership each time a Trademark is used, it would be acceptable to include the following phrase in a prominent location in the publication: " (INSERT) are all trademarks owned or licensed by the Illinois High School Association."
 - (c) Trademarks shall be set apart from the nouns they modify. Please follow every use of a Trademark with an appropriate noun consisting of the IHSA product or service that is branded with the mark. The Trademarks are adjectives and may not be used as nouns, verbs, puns, alone as a shorthand way of identifying a product or service, or in the possessive or plural forms.
 - (d) Member schools and licensed vendors that desire to reproduce any Trademarks must contact the IHSA to obtain high quality version(s) of the Trademark(s) to be reproduced. Trademarks shall not be obtained/reproduced from any other source, including, but not limited to, the IHSA's website or other publications.
9. Special Limitations on Certain Trademarks. The use of the following Trademarks is subject to special restrictions and limitations as indicated below:
 - (a) **MARCH MADNESS®** This mark is required to be used on the front cover of all IHSA boys and girls basketball State Events Series and State Final Event programs. This mark may not otherwise be used unless specifically authorized in writing by the IHSA.
 - (b) **AMERICA'S ORIGINAL MARCH MADNESS®** This mark must be included on the cover, or elsewhere within all IHSA boys and girls basketball State Events Series and State Final Event programs. This mark may not otherwise be used unless specifically authorized in writing by the IHSA.
 - (c) **MARCH MADNESS EXPERIENCE™** This mark cannot be used unless specifically authorized in writing by the IHSA.

10. Royalty Payments -Printed Publications.

- (a) A royalty equal to five percent (5%) of the gross advertising revenues generated in connection with any printed publications sold or distributed by a member school or licensed vendor at or in connection with any IHSA activity during the regular season or for any State Series Event will be due to the IHSA for any use of the Trademarks.
- (b) Licensed vendors shall deliver a full accounting of revenues generated and make any royalty payments due to the IHSA by the earlier of: (i) 30 days after the date of the event for which the printed publications were sold or distributed, or (ii) June 30.
- (c) Member schools shall deliver a full accounting of revenues generated and make any royalty payments to the IHSA when the school submits all financial reports for the respective State Series Event hosted, or within 30 days for regular season events.
- (d) No royalty shall be owed where a member school prepares and distributes programs or other printed publications containing no ads or utilizing no Trademarks, with or without the involvement of any licensed vendor.

11. Royalty Payments- Merchandise.

- (a) A royalty equal to eight percent (8%) of the gross revenue generated in connection with the sale of each finished item of merchandise by a member school or licensed vendor at or in connection with any IHSA activity during the regular season or for any State Series Event will be due to the IHSA for any use of the Trademarks. The royalty shall be paid to the IHSA by either the hosting member school or licensed vendor, whichever party is responsible for the sale of each finished item, and based on the following:
 - (i) Wholesale to Member School: Total amount charged by licensed vendor to member school for the finished merchandise,
 - (ii) Licensed Vendor Retail: Total amount charged by licensed vendor to customers for the finished merchandise, or
 - (iii) Member School Created: Total amount paid by the member school to vendor(s) for the unfinished merchandise item, together with any amounts paid for printing.
- (b) Licensed vendors shall deliver a full accounting of revenues generated and make any royalty payments due to the IHSA by the earlier of: (i) 30 days after the date of the event for which the merchandise was sold or distributed, or (ii) June 30.
- (c) Member schools shall deliver a full accounting of revenues generated and make any royalty payments to the IHSA when the school submits all financial reports for the respective State Series Event hosted, or within 30 days for regular season events.
- (d) No royalty shall be owed: (i) for merchandise used by the host school for floor, bench and/or other officials, or (ii) for the application of lettering or numerals to merchandise items for all levels of competition below State Final Events.

12. Royalty Payments- Other. Any proposed uses of the Trademarks not otherwise addressed herein (e.g., audio-video production, etcetera) shall be presented to the IHSA in writing and dealt with on a case-by-case basis.

13. Miscellaneous.

- (a) It shall be the responsibility of the member schools to refer third parties wishing to become licensed vendors to the IHSA for consideration.
- (b) The IHSA shall prepare and distribute to member schools a listing of licensed vendors on a regular basis.
- (c) The enforcement of this Policy shall be the responsibility of each member school in conjunction with the IHSA. The collection of the revenue required pursuant to this Policy shall be the responsibility of the IHSA via, as appropriate, the member school or licensed vendor. Forms for the accounting of all royalties due will be provided by the IHSA and must be used by the member school or licensed vendor. All contracts and agreements shall

be for the benefit of the member school, tournament event host and IHSA, whether or not any of the foregoing is specifically named in the contract or agreement. The IHSA may enforce this Policy for itself and on behalf of any member school or tournament event host as IHSA may elect in its sole discretion.

- (d) Selection of a member school to host a particular State Series Event shall be conditioned, in part, upon such member school's agreement to comply with and enforce this Policy. Failure to enforce this Policy by any member school may disqualify such member school from eligibility to host future State Series Events.
- (e) This Policy may be revised as deemed necessary by the IHSA. Any such revisions shall be binding on all member schools upon the publication of same by the IHSA.

Illustrations and Applications

1) Q. What Are Royalty Fees?

A. A "royalty fee" is a set amount of money paid, usually on a weekly, monthly or quarterly basis, by a user of intellectual property (e.g., trademark, copyright, patent) or some other right (e.g., franchise rights) to use rights belonging to another. In music, a royalty fee is paid by a singer to the holder of the copyright to the song. In theater, a fee is paid to a writer or playwright for the use of a play. In sports, a royalty fee is paid to a team or league by vendors who wish to use the logos and other trademarks of the team and/or league on items produced by the vendor.

2) Q. If a member school and/or its boosters create apparel (or other merchandise) to be sold or given away as an item which promotes and encourages school support and/or school spirit as the school participates in a given State Series Event, must that apparel contain the IHSA logo or other protected marks?

A. Yes. The IHSA name and at least one logo must be included on all items produced in connection with an IHSA State Series Event (e.g., Panther Regional Champs or Panther Football Playoffs).

3) Q. If a member school and/or its boosters create apparel (or other merchandise) to be sold or given away as an item which exclusively promotes and encourages school support and/or school spirit, must that apparel contain the IHSA logo or other protected marks?

A. No. Use of an IHSA trademark would not be required provided the item is school related merchandise and not associated with an IHSA State Series Event (e.g., Panther Pride or Panther Boosters).

Q. Can these items be sold at an IHSA State Series Event?

A. Yes.

4) Tournament Managers -&- Miscellaneous Regarding Contracts

(a) The person designated as Tournament Manager by each member school for each IHSA State Series Event being hosted by the member school is the person responsible for entering into agreements regarding compliance with the IHSA Trademark Use and Royalty Policy.

(b) Each member school can (and should) enter into agreements with desired IHSA-licensed vendors to produce programs with ads, and/or various other merchandise items for all State Series Events hosted by the member school. Such agreements become a contractual business arrangement between the licensed vendor and the host school separate from what is provided

for in the IHSA Trademark Use and Royalty Policy. Any agreements for the production of items for an IHSA State Series Event, or otherwise using the IHSA name or trademarks, shall necessarily incorporate the terms and conditions of the IHSA Trademark Use and Royalty Policy by reference. Such agreements shall also only be entered into with IHSA-licensed vendors. Please note, however, that IHSA-licensed vendors are prohibited from producing or distributing any printed publications, event merchandise, audio-visual productions or otherwise related to any State Final Events UNLESS specifically designed by the IHSA.

- (c) In all instances in which the IHSA Trademark and Royalty Policy applies, the Tournament Manager must require each different licensed vendor doing business with the member school to produce for verification a valid IHSA Vendor License Agreement for the current school year. This must be done before entering into any agreement/contract for the item(s) being produced for the State Series Event being hosted by the member school.

5) Print Policy Applications

If a member school contracts with an IHSA-licensed vendor to sell ads in a program provided to the host school, the licensed vendor is responsible to pay the applicable five percent (5%) royalty fee directly to the IHSA, plus any fees due to the host school included in the separate business agreement. If a member school does not use a licensed vendor, but sells ads and produces its own program bearing the IHSA name or any IHSA trademarks, the member school itself is responsible to pay the applicable five percent (5%) royalty fee directly to the IHSA. For example, a company specializing in program production strikes a deal with the Tournament Manager to produce a program and give the Tournament Manager certain financial consideration. The company sells \$5,000 worth of ads to businesses and people in the host school community and in the communities sending teams to the State Series Event. The deal is that the company sells ads in the program and keeps that money, while it provides the programs free to the host school and agrees to give the tournament manager \$200. The licensed vendor is liable for five percent (5%) of the collected gross advertising revenue (in this case, \$250) as royalty fee payable to the IHSA. The licensed vendor then separately pays the tournament manager the \$200 because it is part of a separate agreement between the licensed vendor and the Tournament Manager. In the instant case, the Tournament Manager may sell the program and retain all the revenue generated by such sales.

Q. If an advertiser does not make payment to either the licensed vendor which produced a program or the member school which produced the program, must the producer of the program remit the appropriate royalty fee for any such unpaid ad(s) to the IHSA.

A. No, if permission is requested from the IHSA in writing by the vendor/member school within sixty (60) days following the event and granted by the IHSA. Each request will be considered on an individual basis. Yes, otherwise.

6) Merchandise Policy Applications

If a member school contracts with a licensed vendor to produce merchandise, the licensed vendor is responsible to pay applicable royalty fees directly to the IHSA, plus any fees due to the host school included in the separate business agreement. If a member school does not use a licensed vendor, but produces its own merchandise bearing the IHSA name or any IHSA trademarks, the member school itself is responsible to pay the applicable eight percent (8%) royalty fee directly to the IHSA. For Example, a t-shirt maker produces 100 shirts for a regional and sells them to the host school for \$5.00 each. The licensed vendor is liable to the IHSA for eight percent (8%) of the sale price (100 shirts x \$5.00 x .08%, \$40 total royalty due). The member school retains the difference between the price it paid the licensed vendor for the shirts and the gross sales revenue generated for any shirts it sells at retail.

Q. May a licensed vendor sell wholesale to a vendor who is not a member school hosting the State Series Event?

A. Yes, but the royalty fee to be paid to the IHSA by the licensed vendor producing the merchandise shall be computed at the licensed vendor's retail rate, and not the wholesale rate charged to the member school.

7) Q. Who Collects and Submits Royalty Fees to the IHSA?

A. All licensed vendors pay royalty fees directly to the IHSA, and Tournament Managers need only to inform the IHSA on the regular state series financial report form the name of the company and contact person with whom the member school entered into business agreements in areas covered by the IHSA Trademark Use and Royalty Policy.

A. If a member school produces its own printed pieces with ads, and/or event merchandise, the member school pays royalty fees directly to the IHSA and reports on the regular state series financial report form.

EXHIBIT A

WORD MARKS

IHSA®
ILLINOIS HIGH SCHOOL ASSOCIATION®
THE FUTURE PLAYS HERE®
THE FUTURE FISHES HERE®
ADD A TUDE™
PACK THE PLACE™
HAPPENING™
SPIKE CITY™
BEAN A TUDE™
CHALLENGE YOURSELF™
SPORT A WINNING ATTITUDE...SPORTSMANSHIP™
SPORTSMANSHIP STARTS WITH AN ATTITUDE
** MARCH MADNESS®
** AMERICA'S ORIGINAL MARCH MADNESS®
** MARCH MADNESS EXPERIENCE®

DESIGN MARKS



ALL OFFICIAL SPORTS AND ACTIVITY LOGOS

NOTE(S)

** SPECIAL PERMISSION IS REQUIRED FOR USE OF “MARCH MADNESS” “AMERICA'S ORIGINAL MARCH MADNESS” AND “MARCH MADNESS EXPERIENCE”

THIS “EXHIBIT A” MAY BE AMENDED BY THE IHSA AT ANY TIME