



## Terms of Participation (“Agreement”)

The following terms govern Universities, not-for-profit Conferences, and National Governing Bodies (“NGB” in the singular or “NGBs” in the plural) (hereinafter, Universities, Conferences and NGBs collectively referred to as “Participant’s”) participation in the USOPC’s Olympians Made Here & Paralympians Made Here campaign (the “Campaign”). These terms are specific to the Campaign and use of Olympians Made Here marks, including word marks and logos that incorporate OLYMPIANS MADE HERE (“OMH Marks”), Paralympians Made Here marks, including word marks and logos that incorporate PARALYMPIANS MADE HERE (“PMH Marks”), (hereinafter, OMH Marks and PMH Marks collectively referred to as “OMH/PMH Marks”), and the USOPC’s emblem mark (“USOPC Emblem”) (hereinafter OMH Marks, PMH Marks, and USOPC Emblem are collectively referred to “USOPC Marks”). Any use of USOPC trademarks, other than USOPC Marks referred to herein remain governed by USOPC Brand Guidelines.

### 1. General Terms:

**Non-Commercial Limited Use:** The USOPC Marks cannot be used in a commercial manner.

#### *Eligibility:*

**OMH Eligible:** (a) NGBs, not-for-profit Conferences, and Universities located in the United States that have had at least one (1) U.S. and/or international student-athlete participate in the Olympic Games (“Olympian”), and (b) not-for-profit Conferences, and Universities currently supporting senior-level national team athletes as designated by their respective NGBs, both as approved by the USOPC (“OMH Eligible”).

**PMH Eligible:** (a) NGBs, not-for-profit Conferences, and Universities located in the United States that have had at least one (1) U.S. and/or international student-athlete participate in the Paralympic Games (“Paralympian”) and approved by the USOPC, and (b) not-for-profit Conferences, and Universities currently supporting senior-level national team athletes as designated by their respective NGBs, and approved by the USOPC (“PMH Eligible”).

**Registration and Approval:** Register online by visiting [www.OlympiansMadeHere.org](http://www.OlympiansMadeHere.org)/[www.ParalympiansMadeHere.org](http://www.ParalympiansMadeHere.org) (“Website”) and follow the links to complete the registration form, review and agree to these Terms of Participation, and upload your Participant Marks, as defined below. The USOPC will review your application, and if approved, provide you with one or more USOPC Marks (for use as indicated herein).

**Campaign Term:** Unless extended by the USOPC in its sole discretion, the Campaign will re-launch July 24, 2019, and continue through June 30, 2022 (“Campaign Term”). Any extension of the Campaign Term will be communicated to all participants in writing and updated Campaign materials will be available online.

**Ownership and Use of USOPC Marks:** The USOPC owns and controls all right, title and interest in the USOPC Marks. Use of the USOPC Marks does not grant Participant any rights in the USOPC Marks or any component thereof. Participant cannot use the USOPC Marks in any way that is unrelated to the Campaign. All Participant uses of the USOPC Marks will inure to the benefit of the USOPC. This Agreement is personal to Participant and cannot be transferred, sublicensed or assigned by the Participant to any third party or successor, other than as permitted under these Terms of Participation, without the USOPC’s prior express written approval. All decisions of the USOPC are final and binding. Throughout the Campaign Term and, if appropriate, through any extension to the Campaign Term, Participant will be provided one or more logo lockups from time to time. These logo lockups may include the OMH Marks, PMH Marks, OMH/PMH Marks and/or the USOPC emblem (“Locked Logo” in the singular and “Locked Logos” when referred to in the plural). Use of these Locked Logos is governed by this Agreement and the Activation Guidelines.

**Ownership and Use of Participant Marks:** Participant owns and controls all right, title, and interest in the Participant’s marks (“Participant’s Mark” in the singular or “Participant’s Marks” when referred to in the plural). Uploading of the Participant’s Marks for use in the Campaign does not grant USOPC any rights in the Participant’s Marks, other than those previously enjoyed by USOPC. Unless USOPC otherwise has the right to use Participant’s Marks, USOPC will not use the marks in any manner that is

unrelated to the Campaign. USOPC will not sublicense, transfer, or assign Participant's Marks without Participant's prior written approval.

**2. Provision of Participant's Marks to USOPC:** Upon registration with Campaign, USOPC will request Participant to upload Participant's Marks. Only official Participant intellectual property may be uploaded into the system for review and approval. Any submitted images may not prominently display trademarks or copyrighted works of third parties and in no way imply that there's any commercial association between the owners of such trademarks/copyrights and the USOPC. By uploading Participant's Marks, Participant consents to this Agreement. By uploading an image, Participant confirms and represents that (i) the upload is authorized by the Participant and does not violate the intellectual property rights or other rights of any other person or entity, and (ii) the USOPC is granted a perpetual, worldwide, irrevocable, royalty-free license in and to the Participant's Marks solely in connection with the Campaign, unless Participant otherwise grants or has granted USOPC rights to use Participant's Marks, and (iii) specifically grants the USOPC the right to use, display, post, publish, copy, and create derivative works from the Participant's Marks in any and all media, worldwide, without limitation or further obligation to Participant or any other party in connection with the Campaign. For clarity use in connection with the Campaign expressly includes, (y) inclusion in the historical research collection, and (z) display and distribution on Website and through official owned and controlled Campaign and Team USA media platforms. For clarity, nothing in this Agreement shall preclude the appearance of Participant's Marks (always in connection with any Campaign assets) in perpetuity when used for historical reasons in any and all forms of media whether now or hereafter developed.

**3. License, Usage, and Approval of USOPC Marks:** Once Participant uploads Participant's Marks to the system as indicated on the Website and the USOPC has approved Participant's participation, the USOPC will provide Participant with one or more Locked Logos. Upon receipt of these Locked Logos, Participant may create a combination mark, in accordance with USOPC's instructions regarding the same, that includes the Locked Logos and Participant's Marks ("Combination Mark"). Participant will not deconstruct any Locked Logo provided to Participant.

OMH License: USOPC only licenses Participant to use a Locked Logo that incorporates the OMH Marks or to use the OMH Marks themselves if the Participant is OMH Eligible. For OMH Eligible Participants, USOPC grants Participant a non-transferrable, royalty free, license to use, in the United States, (i) Locked Logos that incorporate OMH Marks and the USOPC Emblem as well as (ii) OMH Marks themselves; in accordance with this Agreement and the Activation Guidelines.

PMH License: USOPC only licenses Participant to use a Locked Logo that incorporates the PMH Marks if the Participant is PMH Eligible. For PMH Eligible Participants, USOPC grants Participant a non-transferrable, royalty free, license to use, in the United States, (i) Locked Logos that incorporate PMH Marks and the USOPC Emblem, as well as (ii) PMH Marks themselves; in accordance with this Agreement and the Activation Guidelines.

OMH/PMH License: For Participants that are both OMH Eligible and PMH Eligible, USOPC grants Participant a non-transferrable, royalty free, license to use, in the United States, (i) Locked Logos that incorporate OMH/PMH Marks and the USOPC Emblem, as well as (ii) OMH/PMH Marks themselves; in accordance with this Agreement and the Activation Guidelines, in the United States.

Quality Control: Participant may only use a Locked Logo, OMH Mark, PMH Mark, or OMH/PMH Mark as indicated in the Activation Guidelines for distribution on official owned, controlled, and/or operated Participant distribution channels. USOPC will, from time to time, provide Participant with pre-approved templates that incorporate Locked Logo(s) and/or OMH Marks, PMH Marks, and OMH/PMH Marks, which can be used by Participant in association with the Combination Mark. Participant is only authorized to use the templates that include USOPC Marks for which it enjoys a license, depending on whether Participant is OMH Eligible, PMH Eligible, or both OMH Eligible and PMH Eligible. Any use of a Locked Logo other than those included in the Activation Guidelines and the pre-approved templates provided by USOPC require the express written consent of the USOPC, and Participant must upload any such proposed use to USOPC for review. Any use without approval may result in suspension from the Campaign.

**4. Use by Third-Parties at the request of Participant:** Participant cannot distribute an official Locked Logo(s) to third parties. Participant also may not authorize third parties to use OMH Marks, PMH Marks, or OMH/PMH Mark without the express written consent of USOPC. While third parties cannot use an official Locked Logo, or any other USOPC Marks in their original content, they are invited to retweet, share, comment and/or like Olympians Made Here/Paralympians Made Here posts from Participant channels or USOPC/NGB channels. Additionally, non-commercial third parties are invited to use #OlympiansMadeHere and/or #ParalympiansMadeHere and/or #MadeHereMonday in any of their original content to join in the celebration efforts.

**5. Reservation of Rights:** The USOPC may change or modify the Campaign or these Terms of Participation at any time. Such changes, revisions, or modifications shall be effective immediately upon being posted. Any participation in the Campaign by Participant after the USOPC posts changes to these Terms of Participation constitutes Participant's acceptance of those changes.

**6. Termination:** In addition, and without prejudice to any other remedy available to the USOPC, the USOPC may immediately terminate Participant's right to participate in the Campaign if Participant breaches these Terms of Participation. The USOPC also retains the right to terminate or suspend the Campaign at any time in its sole discretion. The USOPC reserves the right to seek all remedies available at law and in equity for violations of these Terms of Participation. Upon termination, Participant must cease all use of Locked Logos, OMH Marks, PMH Marks, OMH/PMH Marks, USOPC Marks, and any other trademarks owned by the USOPC that USOPC has authorized Participant to use. The USOPC reserves all rights not expressly granted to Participant hereunder.

**7. Indemnification:** Each party agrees to indemnify, hold harmless, and defend the other party, and its affiliates and licensors, and each of their respective officers, directors, contractors, agents, employees, successors and assigns from and against any and all demands, claims, damages, liabilities, judgments, fines, interest, penalties, losses, costs, expenses and harms, including without limitation reasonable attorneys' fees and fees of other professional advisers, arising out of or in connection with (i) participation in the Campaign, (ii) the violation or breach of these Terms of Participation or the Activation Guidelines, (iii) failure to comply with any applicable laws or regulations, or (iv) the negligence, willful misconduct, or violations of the intellectual property or other rights of any third person in connection with the Campaign. The indemnifying party shall not settle any such claim without the prior written consent of the indemnified party. These obligations will survive any termination of these Terms of Participation.

**8. Authorized Registrant:** By registering and participating in the Campaign, you represent that you have the legal authority to bind the Participant to these Terms of Participation. If you do not have such authority or if you disagree with any of the terms in these Terms of Participation, the USOPC does not grant you a license to use the USOPC Marks or participate in the Campaign.

**9. Privacy:** Information collected from participants is subject to the USOPC privacy policy at <https://www.teamusa.org/footer/privacy-policy>.

**10. Miscellaneous:** All disputes will be resolved under applicable U.S. laws in the state of Colorado without giving effect to choice of law or conflicted law principles (whether of the state of Colorado, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Colorado. The USOPC's failure to enforce any terms of these Terms of Participation shall not constitute a waiver of that provision.