



**International Game Technology**

**Usage Guidelines for IGT and Special-License Third Party  
Trademarks and Copyrighted Materials**

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Tuesday, May 07, 2002

International Game Technology (IGT) counts among its most valuable assets the Company's trademarks and its copyrighted materials and the goodwill they represent. Protection of these intellectual property rights is a priority for IGT. The Usage Guidelines for IGT and Special-License Third Party Trademarks and Copyrighted Materials ("Usage Guidelines") have been developed for licensees and other third parties to answer common questions about proper use of IGT trademarks and copyrighted materials.

Prior to using any of IGT's trademarks, Third Party Trademarks or copyrighted materials, please review these Usage Guidelines and the appropriate attached license, "IGT Trademark and Copyright License – Casino Advertising and Promotion" ("License"). If you agree to abide by the terms and conditions of the License and the Usage Guidelines, then sign the License and return it by mail or fax to IGT:

Mail:

IGT - Marketing (Dept. 039)  
Attn: Trademark Licensing  
9295 Prototype Drive  
Reno, NV 89511

Fax:

(775) 448-0960  
Attn: Trademark Licensing

If IGT approves the License in writing signed by an authorized representative of IGT, IGT will send you a Username and Password so that you may access the trademarks and copyrighted materials via the Internet at IGT Logos ([www.igtlogos.com](http://www.igtlogos.com)). The terms and conditions contained in the License and Usage Guidelines are binding terms between you and IGT. By signing the License, you agree to comply with the terms and conditions in the License and Usage Guidelines. Unless and until the License is signed by an authorized representative of IGT, you may not use IGT or Third Party Trademarks or copyrighted materials.

The status of IGT's trademarks and copyrighted materials is continually changing, and it may be necessary to revise the Usage Guidelines from time to time. Please refer to the "Trademarks" section of IGT's Internet Web site ([www.IGT.com](http://www.IGT.com)) for references to additional resources, and details on how to obtain the most recent version of this document. You are responsible for assuring that your usage is in compliance with the most recent Usage Guidelines as set forth on that site.

Trademarks and copyrighted materials must be used in compliance with the current Usage Guidelines. In event of any questions or if you are uncertain of the status of any marks, please contact IGT.

Thank you for your cooperation.

International Game Technology

**NO LICENSE IS GRANTED EXCEPT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IGT. YOU ARE RESPONSIBLE FOR THE USE OF THE USERNAME AND PASSWORD GIVEN TO YOU BY I**

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## Introduction

Please follow the Usage Guidelines carefully. They are designed to ensure proper legal usage of IGT trademarks and Special-License (“Third Party”) trademarks (those that are specially licensed by third parties to IGT for use with IGT reel/video machines and gaming systems), and copyrighted materials, and to prevent consumer confusion that can result from improper or illegal usage. In addition, the Usage Guidelines contain the terms and conditions of the License.

The Usage Guidelines will help you identify the correct formats for using IGT and Third Party Trademarks and copyrighted materials, the proper trademark notice designations using symbols ® or ™, the proper copyright designation using the © and the appropriate ownership statement to accompany use of IGT and Third Party Trademarks and copyrighted materials. The Usage Guidelines also provide information related to commonly asked questions about the proper use of IGT and Third Party Trademarks and copyrighted materials. For convenience, the Usage Guidelines reference trademarks, but the rules apply to service marks as well.

Current Usage Guidelines and a list of trademarks and copyrighted materials, and future updates, are available in the “Trademarks” section of IGT’s Internet Web site ([www.IGT.com](http://www.IGT.com)).

## Terms and Conditions

### Definitions

“Advertising and Promotional Materials” means those materials created or used by Licensee which incorporate the Licensed Trademarks or Copyrighted Materials, whether in print, or electronic format.

“IGT Copyrighted Materials” means the copyrighted materials listed in the “Trademarks” section of IGT’s Internet Web site ([www.IGT.com](http://www.IGT.com)).

“IGT gaming machine” means the IGT slot machine, with or without video output, owned or leased by Licensee.

“IGT Trademarks” means the trademarks listed in the “Trademarks” section of IGT’s Internet Web site ([www.IGT.com](http://www.IGT.com)).

“Licensee” or “you” means the licensed entity specified in a License Agreement signed by an authorized representative of IGT.

“Licensed Copyrighted Materials” means the copyrighted materials which pertain to the gaming machines which Licensee owns or leases from IGT.

“Licensed Territory” means the United States of America.

“Licensed Trademarks” means the trademarks which pertain to the gaming machines which Licensee owns or leases from IGT.

“Licensed Trademarks and Copyrighted Materials” means both the Licensed Trademarks and the Licensed Copyrighted Materials and includes both IGT and Third Party Trademarks and copyrighted materials.

“Ownership Statement” means the trademark and copyright notices required for use with Licensed Trademarks and Copyrighted Materials.

“Publication” means any advertising or promotional materials, including printed materials, billboards, media communications in which Licensed Trademarks or Copyrighted Materials appear.

“Special-License Trademarks” means the third party trademarks licensed to IGT for use as game themes and designs which are listed in the “Trademarks” section of IGT’s Internet Web site ([www.IGT.com](http://www.IGT.com)).

“Third Party Trademarks” means the Special-License Trademarks licensed to IGT for use as game themes and designs which are listed in the “Trademarks” section of IGT’s Internet Web site ([www.IGT.com](http://www.IGT.com)).

“Username and Password” means the username and password provided to License after the License has been approved by an authorized representative of IGT.

## **License**

The License is not an assignment or grant to Licensee of any right, title or interest in the Licensed Trademarks and Copyrighted Materials beyond the terms and conditions set forth in the License and Usage Guidelines. Licensee may not assign or sublicense the Licensee without the prior written consent of IGT.

## **Licensee’s Obligation**

Licensee shall only use the Licensed Trademarks and Copyrighted Materials in accordance with the current Usage Guidelines. Licensee shall check the current Usage Guidelines prior to using any Licensed Trademarks or Copyrighted Materials. IGT may modify the Usage Guidelines from time to time without prior notice to Licensee.

Licensee may only use the Licensed Trademark and Copyrighted Materials in connection with advertising and promoting casinos that have IGT gaming machines and in connection with the particular IGT machine associated with the trademark or copyrighted material and in the format and with the notices set forth in the current Usage Guidelines.

Licensee will maintain the IGT gaming machines in good working order and in accordance with the manufacturing specifications and shall only use Advertising and Promotional Materials which are of high quality.

Licensee shall comply with the all applicable laws, rules and regulations of the Licensed Territory, including the collection and payment of taxes, if applicable.

Licensee shall only use the Licensed Trademarks and Copyrighted Materials in the Licensed Territory.

Licensee shall ensure that advertising agencies, public relations firms or others that create or develop any publications which use Licensed Trademarks and Copyrighted Materials comply with the License and the Usage Guidelines.

The Username and Password which IGT provides to Licensee is and remains the property of IGT. The Username and Password may only be used by Licensee, its employees or an authorized agent. Licensee shall be responsible for the proper use of the Username and Password.

## **Quality Control**

Licensee will maintain the IGT gaming machines in good working order and in accordance with the manufacturing specifications and shall only use Advertising and Promotional Materials that are of high quality and of such style and appearance as is reasonably necessary to maintain the substantial goodwill of IGT. Licensee acknowledges that if any of the Advertising and Promotional Materials are of inferior quality, design, material or workmanship, the substantial goodwill which IGT has built up and now possesses in the Licensed Trademarks and Copyrighted Materials will be impaired. The Licensed Trademarks and Copyrighted Materials shall not be used in any manner which results in disparagement or misuse of the Licensed Trademarks or Copyrighted Materials.

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If Licensee breaches any of the terms or provisions of the License or the Usage Guidelines, including any attempt by Licensee to transfer to a third party the rights granted under the License herein, the License granted shall in all respects cease and terminate automatically, and Licensee shall have no further rights hereunder. In the event of a breach by Licensee, IGT's rights arising out of or in connection with any license from IGT, or existing prior thereto, shall continue in full force and effect, including IGT's right to sue for damages caused to it by Licensee's breach.

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## **Assignment**

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Whenever notice is required under the License, a writing signed by an officer of the party serving such notice, mailed by registered or certified mail, return receipt requested, to the other party, shall be deemed good and sufficient notice. Such notice shall be addressed to IGT and to Licensee at the address set forth in the License. Following is the address for IGT:

IGT  
Attn: General Counsel  
9295 Prototype Drive  
Reno, Nevada 89511

## **Severability**

In the event that any one or more of the provisions contained in the License shall be invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. IGT and Licensee shall cooperate in replacing any such invalidated provision with a valid one which comes closest to the essence in purpose of such invalidated provision from both a legal and economic point of view. IGT may terminate the License upon notice to Licensee if the parties are unable to agree promptly on a substitute provision for any provision that has been severed.

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The License shall be governed by and construed in accordance with the law of the State of Nevada, U.S.A., regardless of the forum in which any construction, interpretation, or enforcement of the License, or any part of it, takes place, and regardless of any conflict of laws rules to the contrary.

## **Entire Agreement**

The License and the Usage Guidelines contain the entire understanding of the parties with respect to the use of the Licensed Trademarks and Copyrighted Materials. There are no representations, warranties, promises, covenants or undertakings with respect thereto other than those contained in the License and the Usage Guidelines.

## **Proper Trademark Use**

IGT trademarks may be used solely for the following purpose:

Advertising/Marketing – For use in print advertising, on billboards, in media communications and other similar or related advertising venues solely for marketing casino services.

The list for IGT and Third Party Trademarks, located in the “Trademarks” section of IGT’s Internet Web site ([www.IGT.com](http://www.IGT.com)), shows the proper content, spelling and capitalization of IGT and Third Party Trademarks.

Trademarks are proper adjectives used to identify and distinguish the goods and services of one company from those of another. When used in text, trademarks are set apart from the surrounding text, such as by initial or entire capitalization, by italicizing it, by using bold face text, by placing it in quotation marks, by using a different color, font, or typeface or by other distinguishing features. All IGT and Third Party Trademarks must be used as they appear on the Trademark List. Do not vary the spelling, add or delete hyphens (even for normal hyphenation at the end of a line of text) on any trademark. Trademarks also should be followed by the generic name of the product of service. They never should be used in place of the generic term for particular products or services.

Authorization for MegaJackpots promotion requires special licensing with IGT. Some MegaJackpots promotion applications may also require additional trademark and/or copyright language; e.g., a satellite sign or logo usage that appears at a significant distance from the games. Please call (775) 448-1030 for additional information.

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When using IGT or Third Party Trademarks on any materials that will be distributed or presented to the public in the United States, use the appropriate trademark symbol (® or ™), as indicated in the Trademark List on the most prominent (or if none is prominent, the first) appearance of a trademark. Once a symbol is used, it is not normally necessary to use the symbol again on subsequent appearances of the trademark in the same piece.

Every appearance of IGT and Third Party Trademarks, logos and product names in stylized form should always appear with the appropriate symbol (® or ™), and may be used only under license with IGT – unauthorized use is strictly prohibited.

See the “Trademarks” section of IGT’s Internet Web site ([www.IGT.com](http://www.IGT.com)) for the most current list reflecting the registration status of the trademarks.

## Ownership Statements

An ownership statement must appear when using any IGT trademark. The statement should read:

[List of IGT marks used, whether registered or not, beginning with “IGT,” and “the IGT logo,” (if used), followed by any other marks in alphabetical order] are trademarks of and/or copyrighted by IGT (International Game Technology).

Example:

IGT, the IGT logo, Double Diamond 2000, iGame-Plus, and Little Green Men are trademarks of and/or copyrighted by IGT (International Game Technology).

Additional ownership statements are required if there is use of a Third Party trademark. Refer to the section “Third Party Trademark Requirements” for details. The ownership statement need only appear once in each publication. If you have any questions about placement of ownership statements, please contact IGT.

## Logos, Product Signatures, and Stylized Marks

A logo is a graphical design that may include text and other design elements. IGT product signatures are logos created to identify products and technologies that are licensed to certain parties outside of IGT, including independent vendors, partners, and distributors. Stylized trademarks or “logotypes” are those that appear in word form in a particular style of type by IGT. Examples:



IGT logos, product signatures, or trademarks in stylized form may be used only if you have a License on file with IGT. Under no circumstances may you modify, distort, change color, or add to IGT logos, product signatures, or stylized trademarks. Please refer to the Usage Guidelines for using specific IGT product signatures for additional information.

## Usage

Use only graphics that have been supplied or authorized by IGT.

## Print Media Applications

### Artwork, Logos, Photographs

#### Acquiring Media Files

Media files for IGT artwork, logos (typically Adobe® Illustrator® and Photoshop® software format) and photographs (8"x10" glossy, 4"x5" transparency chromes, or 200dpi resolution digital scanned images) are available by request. Visit IGT Logos ([www.igtlogos.com](http://www.igtlogos.com)) for details on which images are available, authorization forms for use of IGT and Third Party Trademarks, and contact information.

## Internet Web Media Applications

### Artwork, Logos, Photographs

#### Acquiring Media Files

Media files for IGT artwork, logos and photographs (GIF - Graphic Interchange Format, and/or JPEG - Joint Photographic Experts Group, formatted images optimized for Internet Web use) are available by request. Visit IGT Logos ([www.igtlogos.com](http://www.igtlogos.com)) for details on which images are available, authorization forms for use of IGT and Third Party Trademarks, and contact information.

When using artwork on Internet Web sites for advertising/promotion, use only files supplied by IGT. Linking from the image is optional, if you choose to use the image as a link you may only link to IGT's Internet Web site ([www.IGT.com](http://www.IGT.com)). Use one of the following HTML code formulas (with or without link) when scripting web pages for image insertion (height and width parameters must be kept at original 100% settings):

With link:

```
<a href="http://www.IGT.com" target="_blank"><IMG  
SRC="filename.ext" WIDTH="w" HEIGHT="h" BORDER="0"  
ALT="Game&nbsp;Name (Trademark) &nbsp;-&nbsp;IGT"></a>
```

Without link:

```
<IMG SRC="filename.ext" WIDTH="w" HEIGHT="h" BORDER="0"  
ALT="Game&nbsp;Name (Trademark) &nbsp;-&nbsp;IGT">
```

## Examples:

### With link:

```
<a href="http://www.IGT.com" target="_blank"><IMG  
SRC="LittleGreenMenLogo.gif" WIDTH="200" HEIGHT="99" BORDER="0"  
ALT="Little&nbsp;Green&nbsp;Men (TM) &nbsp;-&nbsp;IGT"></a>
```

### Without link:

```
<IMG SRC="LittleGreenMenLogo.gif" WIDTH="200" HEIGHT="99"  
BORDER="0" ALT="Little&nbsp;Green&nbsp;Men (TM) &nbsp;-  
&nbsp;IGT">
```

An ownership statement must appear when using any IGT Trademarks or Copyrighted Materials on an Internet Web site. The ownership statement should read:

[List of IGT marks used, whether registered or not, beginning with "IGT," and "the IGT logo," (if used), followed by any other marks in alphabetical order] are trademarks of and/or copyrighted by IGT (International Game Technology).

### Example:

IGT, the IGT logo, Double Diamond 2000, iGame-Plus, and Little Green Men are trademarks of and/or copyrighted by IGT (International Game Technology).

The ownership statement does not need to appear on the same Web page as the IGT trademark(s) or copyrighted material(s). If the ownership statement does not appear on the same Web page as the trademark(s) or copyrighted material(s), you must link to a Web page containing the ownership statement from the page on which the IGT trademark(s) or copyrighted material(s) appear. The ownership statement may appear as part of the terms and conditions of use, or trademarks and notices for your Web site.

## ***MegaJackpots™ Simulated Meter Displays***

### **Acquiring Media Files**

Media files for IGT *MegaJackpots™ Simulated Meter Displays* (Macromedia Flash® format, via embedded HTML and JavaScript code) are available by request. Visit IGT.com ([www.IGT.com](http://www.IGT.com)), for details on which meters are available, authorization forms for use of IGT and Third Party Trademarks, and contact information.

IGT will provide Licensee with HTML and JavaScript code for insertion within Licensee Web site page(s) that are intended to display IGT simulated meters. This HTML and JavaScript code is provided "as is" and IGT DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS OTHER THAN THOSE CONTAINED HEREIN, TO THE EXTENT ALLOWABLE BY LAW, AND MORE SPECIFICALLY, IGT MAKES NO WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. This HTML and JavaScript code is intended to allow function under a wide range of possible Web site user's browsers, however, such code may not work for all intended browsers and IGT makes no warranty thereto.

Said simulated meter code shall be provided to Licensee in a secure code format. Licensee shall not make any modifications, alterations or deletions to said code, simulated meters or accompanying text. Any attempts, whether successful or not, to modify, alter, delete or otherwise change the code, the simulated meters or the accompanying text will constitute a material breach of this license Agreement. Specifically, Licensee agrees not to modify, alter or delete any trademark notices, copyright notices, text or declarations regarding the simulated meters which is contained within the code and intended to be displayed on Licensee's Web site in conjunction with the simulated meters.

## Video Media Applications

### Electronic Billboard Videos

#### Acquiring Media Files

Media files for IGT Electronic Billboard Videos (AVI - Audio/Video Interleave format) are available by request.

## Third Party Trademark Requirements

Trademarks licensed to IGT by a third party for use as game themes and designs are considered Special-License ("Third Party") trademarks. Refer to the "Trademarks" section of IGT's Internet Web site ([www.IGT.com](http://www.IGT.com)) for a list of third party trademarks.

### **All uses of Third Party Trademarks must be approved by IGT prior to any use.**

All requests for approval of use of Third Party Trademarks shall be sent, along with color renderings and/or samples of materials, prior to use, to:

Advertising/Marketing uses:

IGT  
Attn: Nancy King  
9295 Prototype Drive  
Reno, NV 89511

*MegaJackpots™* Promotion uses:

IGT  
Attn: Rebecca Bannister  
9295 Prototype Drive  
Reno, NV 89511

Allow a minimum of two (2) weeks for IGT approval. Once the use has been approved in writing by IGT, you may distribute your promotional materials as needed in accordance with the License and Usage Guidelines. Approval for use of the Third Party Trademarks is only valid for that use. Licensee must obtain IGT approval for any subsequent uses of Third Party Trademarks.

## Trademark List

Please refer to previous sections for specific information on proper trademark usage.

The Trademark List shows the proper marking for use of the mark in a publication. Refer to the "Trademarks" section of IGT's Internet Web site ([www.IGT.com](http://www.IGT.com)) for a list of IGT trademarks.

Please note that the basic wording for ownership is:

[List of IGT marks used, whether registered or not, beginning with “IGT,” and “the IGT logo,” (if used), followed by any other marks in alphabetical order] are trademarks of and/or copyrighted by IGT (International Game Technology).

For example:

IGT, the IGT logo, Double Diamond 2000, iGame-Plus, and Little Green Men are trademarks of and/or copyrighted by IGT (International Game Technology).

When the ownership statement appears in a publication, it does not need to appear again in the same publication.

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The term of this License shall begin on the date this License is signed and accepted by an authorized representative of IGT and shall be for a period of one year. Thereafter, the License shall continue from year to year unless previously terminated. Either party may terminate the License granted hereunder at any time for any reason, or for no reason, by providing thirty (30) days prior, written notice to the other party. This License will terminate immediately in the event of any breach by Licensee of this License or the Usage Guidelines.

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Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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Company: \_\_\_\_\_  
Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Accepted and Approved by IGT:  
Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
At Reno, Nevada this \_\_\_\_ day of \_\_\_\_\_, 200\_\_

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## FAX THIS SIGNED FORM TO: 775-448-0960

LICENSE STATUS QUESTIONS AFTER SUBMITTAL: 775-448-1826

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