# A.7. GRAPHIC USE POLICY

1. Licensed Affiliates of Destination Imagination, Inc., are granted the use of all Destination Imagination, Inc., trademarked and registered graphics. These graphics must be utilized in the format delivered and may not, in any fashion, be altered and/or transferred to anyone, group or entity. The policies enforced will be those that are attached as an addendum to the current Affiliate License Agreement.
2. The use of any Copyrighted or Trademarked art or logos (including Destination Imagination logos), without the written permission of the owner or organization, on pins ( see pin policy below in A.8.5) and shirts is not sanctioned, or condoned, by Destination Imagination Inc.
3. The Use by teams of Destination Imagination Inc. logos including Global Finals, DI, IDODI and the Challenge Logos is prohibited with the following exception:
	1. Paid Team Participants - Teams/individuals - registered with Destination Imagination affiliates may produce “hand-made” art (homemade or made by the team members) on team/individual shirts or other items utilizing the words “Destination Imagination®.”
4. No license fee to Destination Imagination Inc. is required as long as the total number of each homemade product is less than 21 per team and the team has made them themselves.
5. Vendors or commercial establishments are not allowed to participate in the production of these "hand-made" products.
6. POLICY FOR USE OF LICENSED, REGISTERED, AND/OR PROTECTED GRAPHIC IMAGES, TRADEMARKS OR SERVICE MARKS OF DESTINATION IMAGINATION, INC.
The following policy is designed to protect Destination Imagination Inc. trademarks, copyrights, and other intellectual property usage on merchandise provided by Destination Imagination, Inc. and any of its affiliates, allied organizations, and vendors.
7. Criteria for protected graphic images on all items:
	1. Images must be used exactly as licensed.
	2. No change of design, change of colors, or creative embellishments of any kind is allowed, except for the depiction of the graphic images as all white, all black or black and white.
	3. Presentations must include any registration or trademark identifications that exist at the time of use.
	4. Criteria for Usage of the Words “Destination Imagination ®:
		1. The words Destination Imagination® must be used with the trademark/copyright symbol included after the words Destination Imagination®.
		2. The standard font and colors as prescribed by Destination Imagination is always recommended but is not required.
	5. Criteria for Usage of the Words “DI”
		1. “DI” is a mark that Destination Imagination, Inc. owns the right to use in written form, verbally and on video tape as well as in a hyphenated manner as in NJ-DI. It IS NOT permitted to be used separately as in “DI” on ANY merchandise for sale. It may however be reproduced for sale as merchandise if used in the following example: NJDI
	6. Image use on non-sale items:
		1. Information, newsletters, flyers, programs, web pages, and other publications prepared by Affiliates intended to convey information about our organization and its activities should and may include the Destination Imagination® name and DI™, logo or DI Affiliate logo

ii. The term “Destination Imagination” should be written in its entirety as often as possible. Avoid abbreviation unless the writing becomes cumbersome or awkward. If that is the case, write “Destination Imagination (DI)” in the first instance and refer to it as “DI” afterward. Additionally if the logo doesn't appear on the document, the words "Destination Imagination®" should appear with a registered trademark (®) symbol the first time it appears in any document.

1. Destination Imagination Affiliates play a critical role in the presentation of our brand identity to our customers. Because the organization’s brand is diluted each time a different logo appears, it is important all Affiliates use the official logo lock-ups. DII has created logo lock-ups for each of our Affiliates. The Affiliate lock-ups are designed to strengthen our brand awareness and build consistency. To receive your logo, email us at Artwork@dihq.org.Affiliates are required to follow the Affiliate logo usage policies listed in section 5 of the DI Brand and Style guide.

# A.8. LICENSED VENDORS

1. Destination Imagination Inc. reserves the right to utilize exclusive national vendors who produce products including the words “Destination Imagination®” and/or any trademark, copyright, or other protected intellectual property of Destination Imagination Inc.
	1. Vendors, who produce products for Destination Imagination Inc. affiliates and allied organizations, must be licensed by Destination Imagination Inc.
	2. These vendors must sign a usage contract, pay a license fee, and/or pay royalties to Destination Imagination Inc. Fees are to be paid to Destination Imagination Inc. only.
	3. A yearly vendor license fee, to be established by the Board of Trustees or its designee, will be paid to Destination Imagination Inc.
	4. These licensed vendors **may** work with Affiliates to provide state, province, country, allies, etc. creative designs for t-shirts, and other merchandise that incorporate the words “Destination Imagination®” and/or any trademark, copyright, or other protected intellectual property of Destination Imagination Inc. Manufacturing of Pins for Affiliates and Individuals is excluded from this section. See section A.8.5 for rules and license information regarding pins.
2. These items are limited and must be approved as specified in section A.7.7
	1. Destination Imagination will make these products available to affiliates and allied organizations for resale. Inclusion of one or more primary national sponsor logo(s) may be required in the design of these products as determine solely by Destination Imagination Inc.
	2. Vendors may provide products specific to individual affiliates (and their regions) or allied organizations which utilize the words “Destination Imagination®” and/or any trademark, copyright, or other protected intellectual property of Destination Imagination Inc.

. i. The fee ( for merchandise and shirts) is $1 per Affiliate or allied organization.

 Ii. Vendors must sign a vendor license agreement and pay the yearly license fee prior to the reproduction of any merchandise or shirts.

 Iii. Inclusion of one or more primary national sponsor logo may be required in the design of these products.

iv. Individuals who design products with the words “Destination Imagination®” must purchase these products from licensed vendors if they do not “hand make” the products.

* 1. Violation of any conditions for use may result in immediate revocation of all licenses and permission to use or reproduce the words “Destination Imagination®” and/or any trademark, copyright, or other protected intellectual property of Destination Imagination Inc. and may result in additional financial penalties as determined by the Board of Trustees or its designee.
1. Use by Teams or Individuals:
2. Paid Team Participants - Teams/individuals - registered with Destination Imagination affiliates may produce “hand-made” art (homemade or made by the team members) on team/individual shirts or other items utilizing the words “Destination Imagination®.”
3. No license fee to Destination Imagination Inc. is required as long as the total number of each homemade product is less than 21 per team and the team has made them themselves.
4. Vendors or commercial establishments are not allowed to participate in the production of these "hand-made" products.
5. Affiliate use of “box and ball” logo and the words “Destination Imagination” for sale or free distribution
	1. This section reflects only use of “box and ball” logo and the words “Destination Imagination.” All other registered logos, trademarks, or service marks are not included in this provision and remain the exclusive use of Destination Imagination, Inc.
	2. This special provision is exclusively for the Affiliate organizations licensed with Destination Imagination, Inc. It does not extend to regions, sub regions, volunteers or teams.
	3. Destination Imagination, Inc. will provide a clear and specific list of items and garments which are included under this provision. For some items it may include that a specific location on the item will be restricted or prohibited (i.e. the seat of pants)
	4. Destination Imagination, Inc. reserves the right to prohibit the use of the “box and ball” logo and the words “Destination Imagination” on certain specific items.
	5. Licensed logos and the words “Destination Imagination” are to be used as the ONLY logo on the garment with the exception of a “pre-approved” separate combined graphic use agreement.
		1. This will allow individual affiliate organizations to pre-approve their affiliate logos and special taglines or identifiers (phone number, e-mail, web address, etc.) to be used on the same item as the box and ball and use of the words “Destination Imagination.”
		2. Where use is “pre-approved,” it must be described verbally and the graphic will be attached to the agreement at the time of licensing.
		3. These “pre-approved” graphic combinations will be considered as special permission to the individual Affiliate and will not need additional consideration by Destination Imagination for the life of the existing Affiliate license.
		4. License Renewal may require resubmission and approval as determined by the Board of Trustees or its designee.
		5. Graphic combinations “box and ball” logo and/or use of the words “Destination Imagination”, not included in a combined graphic use agreement, must be submitted to Destination Imagination, Inc. for approval.
			* Submission for approval will include the graphic or use of the words “Destination Imagination”, a description of the item on which it will be placed, the location on the item, and the length of time the item is expected to be distributed, and the number of logo images to be produced. (i.e., we are ordering 300 pencils, 100 shirts, etc.)
			* These additional approvals may take up to 3 business days to approve.
		6. Affiliates receiving permission under these special provisions are required to utilize a vendor that has established a vendor license agreement, as described above, that requires a $1 fee paid to Destination Imagination, Inc.
		7. Breach of the agreement will disallow any use of the box and ball logo and the words “Destination Imagination” for sale or distribution without sale unless purchased directly from Destination Imagination, Inc.

5. Pins-

a. Affiliates and Individuals are required to use Licensed Vendors to produce commercially made pins.

b. In order to participate in pin trading at the Global Finals Events, commercially produced pins, Affiliate, team or individually designed, must be made by a licensed vendor. Licensed Pin Vendors must work with Affiliates or Individuals to create appropriate designs that do not violate relevant Copyright law.

 c. It is the responsibility of the Licensed Vendor to ensure and communicate adherence to copyright laws. All Pins made by Licensed Vendors must incorporate the DII Logo. Only Affiliate Pins may contain the name “Destination Imagination” ®, or the Affiliate initials combined with DI without any space between them (i.e. NYDI or DIVA).

 i. Stock pins available on the open market for purchase are allowed.

 ii. Small amounts of Handmade items, other than pins, produced by the team, are allowed for trade as long as these items do not contain any DII logos or trademarks.

iii. Licensed vendors annual fee will be $100 for a single Affiliate License or $300 for a Multiple Affiliate/International License. Multiple Affiliate/International Vendors will have the right to produce and sell challenge pins to Affiliates. Vendors will be responsible for ensuring that all pins produced adhere to relevant copyright law

iv. Licensed Pin Vendors will provide to DII ( before Global Finals begins) 2 (two) of each pin produced for use in DISC sponsored events and Affiliate and General pin contests.

v. DII trademarks and logos cannot be placed on any pin with other logos unless the vendor has express written consent from each mark holder. A copy of written permission must be sent to DII for filing.

vi. A list of multi affiliate/international pin vendors will be posted on the DII website and on the Resource area.

6. Non Compliance of Merchandise Policy

 a. Licensed Vendors- Failure to comply with relevant copyright laws and rules set forth here will result in the removal as a licensed vendor for all DII merchandise including shirts and pins.

 b. Affiliates- Official Affiliate Pins that fail to comply with relevant copyright laws and rules set forth here will result in the loss of funding for the Affiliate Director to attend the summer conference.

 i. Affiliates are responsible for informing Regional Directors, team managers, parents, team members and volunteers of the rules for producing pins, shirts and merchandise.

c. Global Finals vendors, exhibitors, and visitors will get a copy of the policy and sign a waiver.