

2023 GaETC[®] Conference Attendee List Request Form

Upon receipt and acceptance of a written Attendee List Request Form from Licensee, Georgia Educational Technology Consortium, Inc. ("Consortium") shall license to Licensee the 2023 GaETC Conference Attendee List (in Excel format) for use in connection with a marketing or promotional mailing by Licensee. Licensee acknowledges and agrees that the licensed Attendee List shall include attendee names, organization, job title, district, mailing addresses and emails.

THE LIST OF ATTENDEES IS FOR ONE TIME USE ONLY!

A sample of the materials proposed to be sent to the names on the Attendee List must be submitted with this application.

Please indicate below which list(s) you request:

_____ 2022 List of Attendees - \$300
_____ 2023 Pre-Show Attendee List - \$300
_____ 2023 Post-Show Attendee List - \$300

LICENSEE INFORMATION (please print or type):

Name/Address of Licensee: _____

Contact Person/Title: _____

Telephone: _____ E-mail: _____

(Authorized Representative) _____ Date: _____

By signing this I agree to comply with all privacy laws including the CAN-SPAM act in the usage of this list of attendees.

Description of Proposed Use: _____

METHOD OF PAYMENT (check one) ☐ Check for \$ 300 is enclosed **OR** ☐ MasterCard ☐ VISA ☐ Am Ex

Card Number: _____ - _____ - _____ - _____ Exp Date: ____/____/____ 3-Digit Security Code _____

Cardholder Name: (please print) _____ Address _____

Signature of Authorized Cardholder: _____ TOTAL PAID: \$ _____

1. **License.** The Attendee List license herein shall be for a **one-time-only mailing**, and Licensee agrees that it will not retain the information in the Attendee List subsequent to the mailing. Licensee may not reproduce, copy, sell, or compile a database of any kind, or allow any third party to do so, using the Attendee List or any part thereof, except as specifically allowed herein.

2. **Confidentiality.** Licensee acknowledges and agrees that all data and other information contained in the Attendee List is confidential and proprietary to Consortium, and that copyright and all other rights in the Attendee List shall at all times belong to and remain vested in Consortium. Licensee shall not disclose, publish, or reveal the information in the Attendee List to any other party whatsoever, and agrees to take appropriate steps to instruct or give notice to its directors, officers, agents, and employees of the confidential and proprietary nature of the Attendee List.

3. **Warranty and Indemnity.** Licensee warrants that a mailing using the Attendee List shall be limited to material reviewed for that purpose by Consortium and further warrants that the material to be mailed shall not be defamatory or infringe the rights of any third party, place any person in breach of an obligation of confidentiality or otherwise be illegal or unlawful. Consortium makes no warranty or representation concerning the accuracy of the information in the Attendee List.

Consortium Representative: _____ Date Approved: _____ Date Disapproved: _____

Return this request form to: Connie Bond, McRae Conferences and Trade Shows,
1401 Maclay Commerce Dr, Tallahassee, FL 32312 Email: connie@mcrameetings.com
Phone: (866)554-2382 FAX: (850)906-0077

TRADEMARK LICENSE APPLICATION

Each use by Licensee of the Consortium's Conference Marks must be approved prior to public distribution of the use. The Licensee agrees to be bound in its use of the Conference Marks by the provisions of Sections 6.1 and 8 of the parties' Sponsorship Agreement, this Trademark License Application, the approvals granted by Consortium pursuant to this Agreement, and Consortium's other written requirements. Consortium reserves the right to reject, revoke, or terminate any such use by providing written notice to Sponsor. This License shall terminate on December 31, 2023, unless earlier terminated.

LICENSEE INFORMATION (please print or type):

Name/Address of Licensee: _____

Contact Person/Title: _____

Telephone: _____ E-mail: _____

Signature of Authorized Representative: _____ Date: _____

Description of Proposed Use: _____

A sample of the proposed use of the Conference Trademark(s) must be submitted with this application.

1. **The Licensed Conference Trademarks.** The following are the Consortium's Conference Marks licensed herein ("the Consortium's Licensed Marks"):
 - (a) **GaETC®**
 - (b) **Georgia Educational Technology Conference®**
 - (c) **2023 GaETC Conference®**
 - (d) The GaETC Conference Logo:



2. Consortium grants to Licensee a non-transferable, non-exclusive, revocable right to use the Consortium's word marks and the logo ("the Conference Marks") in connection with Licensee's marketing and promotional materials providing Licensee submits and the Consortium approves this completed Trademark License Application.
3. Licensee agrees to be bound by this Trademark License Application and the approvals granted by Consortium.
4. Licensee shall: (a) use the Conference Marks in such a way as to accurately and fairly describe the relationship between the Parties; and, (b) faithfully and accurately reproduce the Conference Marks in accordance with the graphic standards established by Consortium.
5. All use of the Consortium's Conference Marks by Licensee shall inure to the benefit of Consortium. The Consortium may amend the terms of the Trademark Usage Guidelines from time to time in its sole discretion and without prior notice by posting such amended Trademark Usage Guidelines at www.mcraemeetings.com/gaetc/trademark or otherwise providing notice to Licensee. All such changes shall become effective upon posting of the revised Trademark Usage Guidelines.
6. Licensee shall not: (a) use the Conference Marks in any manner that creates potential confusion over the source of any products or services, or that implies sponsorship or endorsement when none exists; (b) use any unapproved forms of the Conference Marks, adopt a confusingly similar mark, or use the Conference Marks as part of a trade name, business, or corporate name or style; (c) fragment or merge the Marks with any other trade names or marks; or (d) use the Conference Marks in any way which might jeopardize or dilute Consortium's proprietary interest in or the validity of the Marks.
7. **Licensed Uses.**
 - (a) Publicizing the 2023 GaETC Conference and the Exhibitor's/Sponsor's status as a 2023 GaETC Conference Exhibitor/Sponsor, and such other purposes as expressly authorized by Consortium in writing from time to time;
 - (b) Banners and signage the Exhibitor/Sponsor prepares for use at the Conference;
 - (c) A hyperlink from the Exhibitor's/Sponsor's website to the Conference website;
 - (d) Conference giveaways; and,
 - (e) In marketing and promotional materials sent to Conference attendees.All rights not expressly granted herein are reserved to Consortium.

8. Manner of Use.

- (a) Consortium shall provide Licensee with electronic files containing the GaETC Conference Logo in pre-approved formats. Licensee may not alter the Conference Logo in any manner, including but not limited to the height/width proportions, color, or font. The GaETC Conference Logo may not be reproduced in black and white, or its height/width proportions compressed or distorted. Due to the nature of the fine lines in the Conference Logo, the Logo may not be reproduced in a size smaller than 1.5" height by 4.25" length.
- (b) In order to give the GaETC Conference Logo proper exposure, it must appear with an area of clearance around the entire Logo equal at least to the height of the Logo and other graphic or textual elements on all four sides of the Logo. The Conference Logo should be used on a white background, wherever practicable, and should be kept distinct and not made a part of any other company names, service names, product names, or domain names.
- (c) Licensee agrees that it shall cause to appear on or in connection with the Consortium's Licensed Marks the ® trademark symbol in the manner and location as shown above. The trademark symbol shall be used with all uses of the Consortium's Licensed Marks, wherever practicable.
- (d) Sponsor agrees to include the following legend, wherever practicable, in its materials that include the Consortium's Licensed Marks: "[GaETC, Georgia Educational Technology Conference, 2023 GaETC Conference, and/or the GaETC Conference Logo] are trademarks owned by the Georgia Educational Technology Consortium, Inc."

9. Further Information. If you have questions or need assistance in connection with Consortium's Licensed Marks, contact the following representative of Consortium:

Jeff Eacker, Executive Director
Georgia Educational Technology Consortium, Inc.
1401 Maclay Commerce Dr
Tallahassee, FL 32312-3908
Tel: 866-554-2382
Fax: 850-906-0077
E-mail: jeff@mcraemeetings.com

For Consortium Licensing Office Use Only:

Approval granted: _____

Approved with the following changes: _____

Denied for the following reasons: _____

[Signature and Date]