

IGT Intellectual Property

Please read this document and sign at the end if you agree to abide by the usage guidelines

IGT counts among its most valuable assets its trademarks and copyrighted materials. Protection of these intellectual property rights is a priority for IGT. These Usage Guidelines for IGT Intellectual Property have been developed to provide guidance and to answer common questions about proper use of the Intellectual Property.

Prior to using any of IGT's Intellectual Property, please review these Usage Guidelines and the attached Intellectual Property License Deed ("Deed").

If IGT approves the Deed, you will be issued a Username and Password so that you may access the materials via secure login at www.igt.com.au or www.igt.co.nz. The terms and conditions contained in the Deed and Usage Guidelines are binding terms between you and IGT. By signing the Deed, you agree to comply with the terms and conditions in the Intellectual Property License Deed and Usage Guidelines and you are responsible for the use of the Username and Password given to you by IGT. Unless and until receipt of your Username and Password, you may not use IGT Intellectual Property.

The status of IGT's trademarks and intellectual property is continually changing, and it may be necessary to revise the Usage Guidelines from time to time. Please visit www.igt.com.au or www.igt.co.nz for the latest trademark information 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.

In event of any questions or if you are uncertain of the status of any marks or materials, please contact IGT. Any use of the licensed trademarks and copyrighted materials is at your own risk. IGT does not warrant that use of IGT's Intellectual Property will not infringe the rights of others.

Thank you for your cooperation.

IGT

© 2011 IGT (Australia) Pty Limited

Usage Guidelines for IGT Intellectual Property

IGT Intellectual Property including game artwork, Trademarks and Registered Trademarks may be used solely for the following purpose:

Developing point of sale, marketing material or for the promotion of the IGT brand, games, gaming machines and systems in print advertising, on billboards, in media communications and other similar or related advertising avenues.

The list for IGT Trademarks and Registered Trademarks, is located in the "Trademarks Register" section at www.igt.com.au or www.igt.co.nz .

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 capitalisation, by italicising it, by using bold face text, by placing it in quotation marks, by using a different colour, font, or typeface or by other distinguishing features.

All IGT Trademarks and Registered Trademarks must be used as they appear on the trademark list located in the "Trademarks Register " section at www.igt.com.au or www.igt.co.nz . Do not vary the spelling, add or delete hyphens (even for normal hyphenation at the end of a line of text) on any trademark.

All uses of IGT Trademarks must be approved by IGT prior to any use.

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 in accordance with the License and Usage Guidelines. Approval for use of IGT Trademarks is only valid for that use and in the approved media. Licensee must obtain IGT approval in advance for any subsequent uses of IGT Trademarks.

TRADEMARK OWNERSHIP STATEMENT

IGT Trademarks and Registered Trademarks should always appear in a stylised form with an ownership statement. The statement should read:

[List of IGT marks used beginning with "IGT," and "the IGT logo," (if used), followed by any other marks in alphabetical order] are trademarks or registered trademarks of IGT (Australia) Pty Limited or its related entities.

Example:

IGT, the IGT logo, Double Diamond, and Wolf Run are trademarks or registered trademarks of IGT (Australia) Pty Limited or its related entities.

The ownership statement need only appear once in each publication. If you have any questions about placement of ownership statements, please contact IGT.

PRINT MEDIA APPLICATIONS

Artwork, Logos, Photographs

Acquiring Media Files

Media files for IGT artwork, logos (typically Adobe® PSD Photoshop® and JPEG Joint Photographic Experts Group formats) and photographs (typically available in 300dpi and 72dpi resolution digital scanned images) are available via secure login from the members area at www.igt.com.au or www.igt.co.nz.

INTERNET WEB MEDIA APPLICATIONS

Artwork, Logos, Photographs

Acquiring Media Files

Media files for IGT artwork, logos and photographs (low resolution JPEG Joint Photographic Experts Group) are available via secure login from the members area at www.igt.com.au or www.igt.co.nz.

An ownership statement must appear when using any IGT Trademarks or Registered Trademarks on an Internet Web site.

[List of IGT marks used beginning with "IGT," and "the IGT logo," (if used), followed by any other marks in alphabetical order] are trademarks or registered trademarks of IGT (Australia) Pty Limited or its related entities.

Example:

IGT, the IGT logo, Double Diamond, and Wolf Run are trademarks or registered trademarks of IGT (Australia) Pty Limited or its related entities.

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

VIDEO MEDIA APPLICATIONS

In venue promotional videos

Acquiring Media Files

Media files for IGT in venue game videos are available via secure login from the members area at www.igt.com.au or www.igt.co.nz.

IGT INTELLECTUAL PROPERTY LICENSE DEED

If you agree to abide by the terms and conditions of the Intellectual Property License Deed and the Usage Guidelines, then complete the blank sections as indicated and sign the License at the end of this document and:

- a) Scan and email to: contact@igt.com.au
- b) Return by facsimile: Attn: Marketing Team (02) 8345 3320 OR
- c) Return by mail: Attn: Marketing Team
IGT
PO Box 537, Mascot NSW 1460

DATE: _____

PARTIES:

IGT (Australia) Pty Limited ABN 65 002 904 690 (**IGT**)

_____ (the **Licensee**)
[NAME OF YOUR VENUE AND ITS ABN]

BACKGROUND:

- A. IGT provides gaming systems to the Licensee for the conduct of gaming and is the owner of certain Intellectual Property associated with those gaming systems.
- B. The Licensee wishes to use the Intellectual Property for the Purpose, and IGT has agreed to license the use of the Intellectual Property for the Purpose during the Period

TERMS AND CONDITIONS:

- 1. IGT grants to the Licensee a non-exclusive, non-transferable licence to use the Intellectual Property solely for the Purpose during the Period on the terms and conditions of this Deed.
- 2. The Licensee must not sub-license or assign any right or interest granted to it under this Deed.
- 3. The Licensee acknowledges that nothing in this Deed gives the Licensee any rights or interests in the Intellectual Property, other than as Licensee for the Purpose and in accordance with the terms of this Deed.
- 4. The Licensee is not entitled to exercise any other rights conferred on authorised users of the Intellectual Property under any legislation without the prior written consent of IGT.
- 5. The Licensee must:
 - a) comply with all of IGT's directions and guidelines concerning use of the Intellectual Property;
 - b) not use the Intellectual Property in a way that is misleading or deceptive or likely to mislead or deceive, or that is likely to prejudice the value of the Intellectual Property or IGT's goodwill or reputation;
 - c) not use any intellectual property owned by IGT not licensed under this Deed;
 - d) comply with all the applicable laws, rules and regulations of the jurisdiction in which the Intellectual Property is to be used;
 - e) ensure that advertising agencies, public relations firms and others that create or develop any publications which use the Intellectual Property comply with the Deed and Usage Guidelines;

- f) obtain IGT's prior written approval to all materials produced by the Licensee which incorporate the Intellectual Property.
6. The Licensee shall be responsible for the proper use of the Username and Password supplied by IGT upon approval of Deed. The Username and Password provided to the Licensee is and remains the property of IGT. The Username and Password may only be used by Licensee, its employees or an authorised agent during the Period.
 7. The Licensee must not do, or authorise the doing of, anything challenging or impairing IGT's rights or interests in the Intellectual Property or hold itself out as connected in any way with IGT other than as a licensee of the Intellectual Property under this Deed.
 8. The Licensee must promptly notify IGT in writing of any actual, suspected or threatened infringement of, or challenge to, the Intellectual Property and any conduct in relation to the Intellectual Property that may constitute passing off or misleading or deceptive conduct.
 9. IGT may terminate this Deed:
 - a) on 30 days' written notice without cause; or
 - b) immediately on written notice if the Licensee breaches any term of this Deed or is subject to an insolvency event.
 10. The Licensee must unconditionally indemnify IGT and IGT's directors, employees, agents and contractors ("those indemnified") on demand the amount of all claims, losses, damages, liability, costs and expenses of any description incurred by those indemnified as a consequence of:
 - a) the Licensee's use of the Intellectual Property, other than in accordance with this Deed;
 - b) any breach of the terms of this Deed; and
 - c) without limiting paragraphs (b) and (c), any claim or proceeding by any third party against those indemnified relating to the use of Intellectual Property or breach of this Deed.
 11. To the extent permitted by law, IGT:
 - a) expressly excludes all implied warranties, conditions, liabilities or representations in relation to the Intellectual Property; and
 - b) will not be liable to the Licensee for any indirect, consequential, special or exemplary damages, loss of revenue, economic loss, loss of anticipated profits or loss of data or information arising in connection with this Deed.
 12. Without limiting paragraph 10, IGT does not make any representation or warranty that the Intellectual Property does not or will not infringe any person's rights.
 13. Except as expressly provided otherwise, this Deed may only be amended, supplemented, replaced or notated by another document signed by the parties.
 14. This Deed is governed by the law in force in New South Wales, Australia.
 15. This Deed contains the entire agreement between the parties about its subject matter.
 16. Any right that a person may have under this Deed is in addition to, and does not replace or limit, any other right that the person may have.
 17. Any provision of this Deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Deed enforceable, unless this would materially change the intended effect of this Deed.

18. This Deed does not, and should not be construed to, place the parties in the relationship of partnership, joint venture or agency and neither of the parties has any authority to bind the other in any way.
19. In the case of IGT licensed brands such as, but not limited to, Elvis The King or Sex and the City, where these are a third party's copyright property, licensed under an agreement with IGT, IGT will act as the conduit to approvals of any promotional materials with the brand license holder in their respective country. All instances of the use of the IGT supplied and approved logos and imagery and other copyright property related to the licensed brands, by either IGT or by its partners or by IGT customers, should be submitted for approval, or otherwise, via IGT to the license owner in accordance with this agreement. The license holder may have a written agreement with IGT to respond with approvals or otherwise of all suggested instances of usage of copyright artwork and imagery within a set working day timeframe – normally 10 days. IGT will supply brand guidelines for usage of these third party licensed games which will detail the usage, or non-usage, of the logo and appropriate placement, imagery and other material and the limitations thereof.

DEFINITIONS:

- **'Deed'** means Intellectual Property License Deed
- **'Intellectual Property'** means trademarked and/or copyrighted material including artwork, images, logos brochures and other indicia relating to IGT corporate branding, gaming machines, games and systems.
- **'Period'** means one year from date Deed is executed.
- **'Purpose'** means for the purpose of developing point of sale, marketing material or the promotion of the IGT brand, games, gaming machines and systems as detailed in the 'Intellectual Property' definition above.
- **'IGT'** means to IGT (Australia) Pty Limited
- **'Licensee'** means the licensed entity specified in this Deed.
- **'Username and Password'** means the username and password provided to Licensee after the Deed has been approved by IGT.

EXECUTED as a deed.

EXECUTED by: _____
[name of your Licensee Venue]

 Name of director/secretary or Licensed Venue nominated representative

 Signature of director/secretary or Licensed Venue nominated representative

EXECUTED by IGT (AUSTRALIA) PTY LIMITED:

 Name of IGT's nominated representative

 Signature of IGT's nominated representative