



Las Vegas Convention Center • Las Vegas, Nevada

Exhibit Days: October 30 – November 2, 2018

Education Days: October 29 – November 2, 2018

## INTELLECTUAL PROPERTY RIGHTS POLICY

SEMA maintains a strict policy on intellectual property rights and will work to resolve legitimate claims of intellectual property infringement. Violating exhibitors face potentially severe consequences, which may include rejecting an exhibitor's application to participate at SEMA-sponsored shows, closing an exhibitor's booth, banning an exhibitor from future SEMA-sponsored shows, as well as the loss of seniority privileges.

SEMA's objective is to ensure proper protection of the intellectual property of its exhibitors. With the support of the SEMA Board of Directors, SEMA has put in place the following policy to accomplish this objective.

### Intellectual Property

The term "Intellectual property" or "IP" is used to describe various types of intangible property, including patents, trademarks, service marks, trade dress, design marks, trade secrets and copyrights.

U.S. patent rights are granted by the U.S. Patent and Trademark Office (USPTO). The USPTO also registers trademarks and service marks. Copyrights may be registered with the U.S. Copyright Office. Exhibitors may contact these federal agencies or consult with an attorney to obtain and maintain intellectual property protection. Registering your intellectual property rights is the best means of proving ownership (*learn more at [www.SEMA.org/ipr](http://www.SEMA.org/ipr)*). Failing to take timely action to register your intellectual property rights could jeopardize validity or enforceability of your rights.

SEMA recommends that exhibitors affirm their rights by properly marking their products with appropriate notices, such as trademark symbols, copyright symbols and, where practicable, patent numbers. Notices on patented, trademarked and copyrighted items can help announce and confirm ownership of intellectual property rights.

All SEMA Show exhibitors should maintain records relating to their intellectual property rights, including: (1) application and registration documentation; (2) documents related to the adoption, first use and ownership or licensing of intellectual property, including assignment and license agreements; and (3) any cease and desist or demand letters to those suspected of infringing the exhibitor's intellectual property rights.

Exhibitors are encouraged to conduct their own due diligence by monitoring their intellectual property rights and potential misuse thereof by third parties in order to identify potential intellectual property issues.

### Enforcement

This SEMA Intellectual Property Rights Policy ("Policy") is incorporated by reference within the SEMA Show Exhibit Space Rental Agreement ("Agreement") and made legally binding upon your company ("Exhibitor") when Exhibitor agrees to the Agreement terms and conditions for exhibiting at the SEMA Show (the "Show"). Any claims or disputes that involve SEMA with respect to intellectual property at the Show shall be resolved in accordance with this Policy. Further, on its own initiative and at its sole discretion, SEMA reserves the right to prohibit a company from participating in or

exhibiting at a SEMA-sponsored show or maintaining SEMA membership status if the company is offering, advertising or displaying any product that SEMA deems to be infringing upon another company's intellectual property rights or that SEMA deems to be deceptively or illegally marketed. Such action against a company may be effected at any time during the year and in any location, including via electronic communication, and may be imposed in response to a company offering, advertising or displaying material that SEMA deems to be violating this Policy at any time during the year and in any location, including any offer, advertisement or display of violating materials on the Internet or in electronic communications.

### **Ownership Rights**

By executing the Agreement, Exhibitor represents and warrants to SEMA that it owns or validly possesses the right or permission to display the products, materials, information and services it displays at the SEMA Show. Further, Exhibitor understands that SEMA has relied upon Exhibitor's representation regarding ownership rights and that SEMA is under no obligation to monitor, investigate, analyze or confirm such rights.

### **Intellectual Property Rights at the Show**

This Policy must be observed at all times. If Exhibitor has reason to believe that another exhibitor is infringing their intellectual property rights, they may file an IP Complaint ("Complaint") at the Show Management Office using the complaint form included as Addendum A – IP Complaint Form. Complaints must be supported by documentation explaining ownership of the applicable rights. Upon request from Show Management, any party making a complaint shall provide a copy of the completed IP Complaint Form and any supporting documents electronically in a single PDF file. Authorized Show Management personnel will be available to receive Complaints for the duration of the Show, and an intellectual property attorney will be on hand to provide additional consultation.

To ensure a smooth and safe resolution of the Complaint, complainant is not to enter or loiter around the booth of the other party, harass or antagonize the other party or remove anything from any exhibitor's booth. Further, registered participants at any SEMA-sponsored Show are not to register or give a badge to anyone not qualified to attend the Show, with the exception that any attorney attending the Show on your behalf must be registered under your exhibiting company's name.

### **Intellectual Property Rights beyond the Show**

SEMA encourages exhibitors to obtain legal protection for their intellectual property and maintain that protection with the relevant legal authorities year-round. If Exhibitor has reason to believe that another exhibitor is infringing upon their intellectual property rights in advance of the Show, they may file a Complaint with SEMA at 1317 F Street NW, Washington, DC 20004 using Addendum A – IP Complaint Form. Complaints must be supported by documentation explaining ownership of the applicable rights. SEMA will investigate allegations to the extent possible and may take preemptive action, at its sole discretion, to limit an exhibitor's participation at future SEMA-sponsored shows or take any other action described in the IP Review Process below and elsewhere in this policy document. Exhibitor agrees to be bound by SEMA's intellectual property determinations and recognizes that these determinations may affect Exhibitor's ability to participate at future SEMA-sponsored events.

## **IP Review Process**

Upon receipt of a Complaint with supporting documentation, SEMA will evaluate whether the Complaint states a violation of this Policy, including describing any conduct that SEMA in its sole discretion determines to be a use of intellectual property detrimental to a SEMA member, exhibitor or SEMA-sponsored show. When necessary and in its sole discretion, SEMA may conduct an investigation into the specific facts and circumstances to clarify, expand or corroborate the information provided in a Complaint. This may include review of an exhibitor's display and products, documentation of evidence through the taking of photographs and/or contacting other individuals who may have knowledge of the facts and circumstances surrounding the Complaint. SEMA may decide not to take action on a Complaint if there is insufficient evidence of infringement, if complainant is not an exhibitor, if a complainant has not provided electronic copies of the Complaint and Supporting Documentation as requested by Show Management, or if complainant has otherwise failed to submit sufficient information and documentation necessary for SEMA to investigate and resolve the claim. If SEMA determines that a Complaint is not sufficiently supported, and the complainant has provided a valid e-mail address, the complainant will be advised and no further action will be taken.

On its own initiative and in its sole discretion, SEMA reserves the right to investigate and make a determination on whether a company is violating this Policy, such as by using intellectual property in a manner detrimental to a SEMA member, exhibitor or SEMA-sponsored show, without a Complaint being filed, and that company may be subject to the same sanctions as if a Complaint had been filed.

If the subject of a Complaint is also the subject of concurrent litigation, arbitration or adjudication in any other forum, SEMA reserves the right to choose not to proceed with the Complaint until the conclusion of such other proceedings.

If SEMA in its sole discretion determines a company has violated this Policy, such as by using intellectual property in a manner detrimental to a SEMA member, exhibitor or SEMA-sponsored show, SEMA may impose one or more of the following sanctions:

1. Rejection of an application to attend or exhibit at a SEMA-sponsored show;
2. A written warning explaining the IP Complaint and IP Review Process;
3. Removal of offending items from the violating company's booth;
4. Closure of the violating company's booth;
5. Loss of Show seniority;
6. Rejection or revocation of membership status;
7. Exclusion from a SEMA-sponsored show, as an exhibitor or attendee.

Exhibitor understands and agrees that any sanctions imposed by SEMA are not a legal determination that intellectual property infringement has occurred. Rather, the sanctions enforce this Policy.

## **Alternative Enforcement at the Show**

If SEMA is unable to make a determination on a Complaint, Show Management may request an Exhibitor to remove allegedly offending items from its booth. If Exhibitor will not remove the items, then the complainant must seek legal recourse in order to have offending items removed, which might include seeking a restraining order, injunction or cease-and-desist order from a court of competent jurisdiction. If necessary, Show

Management will attempt to bring the complainant and the allegedly violating party together for a meeting in the Show Management Office to attempt to resolve the matter. If a complainant obtains a court order, the order and/or process server must be directed to the Show Management Office and not directly to the violating exhibitor.

Show Management will bring the party being served to the Show Management Office for service. Once served, Show Management will assist with enforcement of the order. Any costs associated with legal recourse, including service of process, will be the responsibility of the exhibitor obtaining the order.

Exhibitor understands and agrees that if Show Management requests a company remove an item or items from display and the company refuses to do so, and it is later determined by a court or agency of competent jurisdiction that the company was violating another company's intellectual property rights, then the violating company may be prohibited from participating in any SEMA-sponsored show for at least two years or may lose seniority rights as deemed appropriate by SEMA management.

### **Exhibitor's Agreement to Release, Indemnify and Assume Risk**

Pursuant to the Agreement signed by Exhibitor, Exhibitor releases, waives, discharges and covenants not to sue, file or maintain any action in law or equity against SEMA, Show Management, the Las Vegas Convention and Visitors Authority, or their directors, officers, employees, agents, representatives, servants, licensees, invitees, patrons, guests or contractors (herein referred to as "Releasees"), from all liability for any and all loss or damage and any claim or demands therefore on account of injury to person or property, including intellectual property, of Exhibitor arising out of or relating to a SEMA-sponsored show, whether caused by the negligence of the Releasees or otherwise.

Complainants understand that they should discuss submitting an IP Complaint form with their counsel before submitting it to Show Management. Complainants understand that if complainants submit an IP Complaint form and engage in actions at the Show, they may face a declaratory relief action or other action initiated by the other party in a jurisdiction selected by the other party.

Exhibitor further agrees to indemnify Releasees against any loss, liability, damage or cost Releasees incur from any and all claims, demands, actions, causes of action, penalties, judgments and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for any and all loss arising out of the acts or omissions of Exhibitor incident to a SEMA-sponsored show.

Exhibitor hereby assumes full risk and responsibility for any injury to person or property, including intellectual property, arising out of or related to a SEMA-sponsored show, whether caused by the negligence of Releasees or otherwise.

## Addendum A – IP Complaint Form

**PLEASE NOTE THAT IF YOUR COMPLAINT IS ACCEPTED, YOUR NAME AND THE CONTENTS OF THIS COMPLAINT FORM WILL BE DISCLOSED TO THE SUBJECT RESPONDENT EXHIBITOR.**

**1. Please print in ink or type the following information.**

**A. Complaining exhibitor information – YOUR information**

Name: \_\_\_\_\_

Booth number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Website: \_\_\_\_\_

**B. Respondent exhibitor information – information on exhibitor against whom this Complaint is being filed**

Name: \_\_\_\_\_

Booth number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Website: \_\_\_\_\_

**2. Provide a statement of what you consider to be the essential facts involved in this Complaint**

*Note: This should be a summary of the most important facts that the complaining exhibitor believes support the Complaint. This factual statement must include a clear explanation of the alleged violation of the SEMA Intellectual Property Policy. If the space below is not sufficient, please attach additional pages.*

**3. List all steps, if any, you have taken to resolve the issue with the respondent Exhibitor prior to the submission of this Complaint.**

**4. To the best of your knowledge, are there any other consumer complaints, regulatory complaints or court actions that have been filed by you or anyone else that relate to the same or similar allegations contained in this Complaint? If so, identify such complaints or other actions below.**

*Note: You are under a continuing obligation to advise SEMA of any additional complaints or court actions that may be filed subsequent to the time you submit this Complaint or which were previously filed but that you did not have knowledge of at the time this Complaint was submitted.*

**5. List and attach all documents which you believe to be relevant to the matters asserted in this Complaint.**

*Note: All documents must be listed by type (for example, registrations, marketing materials, contracts, etc.). All documents listed in this section must be submitted to SEMA concurrent with complaining exhibitor's submission of this Complaint.*

Signature of Complaining Exhibitor: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibitor Basics

### ***What should you do if you have reason to believe another company is violating your intellectual property rights?***

- ***Register IPR:*** SEMA encourages exhibitors to register their IP with appropriate government agencies, such as the US Patent & Trademark Office, Copyright Office, and Customs and Border Protection, in order to demonstrate ownership rights.
- ***File a Complaint:*** If you suspect another company is infringing your IP rights, SEMA recommends you seek legal counsel to investigate your claim. If you wish to pursue an infringement allegation, please complete and submit to SEMA the “Addendum A - IP Complaint Form.” For complaints during the Show, please submit to the Show Management Office. For complaints prior to the Show, please submit to SEMA, c/o Intellectual Property Complaints, 1317 F Street NW, Washington, DC 20004.
- ***Contents of the Complaint:*** Your complaint should include evidence that you or your company owns the IP rights at issue, such as a patent, trademark or copyright registration. Your complaint must also document the alleged infringement and be supported with relevant evidence such as catalogs, website screen shots and photos. The complaint should note whether you are aware of any other consumer or regulatory complaints or whether any court or agency actions are pending.
- ***Consideration of the Complaint:*** Upon receipt of a complaint, SEMA will investigate and make a determination on whether your complaint states a violation of this Intellectual Property Rights Policy. If determined to be a valid complaint at the Show or in timely advance of the Show, SEMA may impose the following sanctions:
  1. Rejection of an application to attend or exhibit at a SEMA-sponsored show;
  2. A written warning explaining the IP Complaint and IP Review Process;
  3. Removal of offending items from the violating company’s booth;
  4. Closure of the violating company’s booth;
  5. Loss of Show seniority;
  6. Exclusion from future SEMA-sponsored shows, as an exhibitor or attendee.

If SEMA determines that your Complaint is not sufficiently supported, you will be so advised and no further action by SEMA will be taken.

If for any reason SEMA is unable to make a determination on your complaint, but there is some evidence that infringement is taking place as described in the complaint, then the allegedly violating company will be asked to remove violating items from its booth or refrain from displaying such items at an upcoming Show. If the violating exhibitor will not remove or refrain from displaying the product, then you must take legal recourse, which might include seeking a restraining order, injunction or cease-and-desist order from a court with jurisdiction over the Las Vegas Convention Center. If you obtain the order, do not serve it yourself or have it served by an outside third party. Bring the order and/or the process server to the Show Management Office. Show Management will bring the party being served to the Show Management Office for service. Once served, Show Management will assist with the enforcement of the order to ensure that it is adhered to in a timely manner. You will bear the financial responsibility for any costs associated with the enforcement of the service. If the violating company is requested to remove the product from display, but refuses to do so, then, in the event a court or agency of competent jurisdiction determines the exhibitor did violate your Intellectual Property Rights, the violating company may be prohibited from participating in any SEMA-sponsored shows for at least two years.

- ***Counterfeit Product:*** SEMA has a zero-tolerance policy for counterfeit products. No exhibitor may display counterfeit products and, on its own initiative, SEMA reserves the right to prohibit a company from exhibiting at a SEMA-sponsored show if a company sells or advertises for sale any counterfeit product, including another manufacturer’s products or any products that SEMA deems to be deceptively or illegally marketed. Further, SEMA has the right to withhold membership from any company that SEMA deems to have engaged in counterfeit activity.