



Image Request Form & Image Usage Agreement

Introduction

You are requesting to use copyrights and/or trademarks (“intellectual property”) belonging to GANZ, such as artwork, photographs, names and logos (collectively the “GANZ Images”). Each piece of GANZ intellectual property is a valuable asset, and the rights in such intellectual property are exclusive to GANZ. You help us protect these intellectual property rights by accepting this Agreement.

By using any GANZ Image, you accept that GANZ is the sole owner of the intellectual property represented by that Image and accept the terms of use set forth below.

Intellectual Property Statement

The GANZ Images embody copyrights and/or trademarks owned or licensed by GANZ, and all intellectual property rights in the products are owned by, or are licensed to, GANZ. Nothing in this Agreement should be construed as granting any right to use the GANZ Images, except as follows:

You May:

- Subject to the restrictions below, use the GANZ Images as-is (except for scaling) in print, or in-store promotional materials you prepare to advertise the availability of GANZ merchandise at your store, and on your website.
- Display any posters, signs, banners etc. that we have designed for your use within your store, or on your own store website.

You Must:

- Always include an attribution of GANZ’s ownership of the intellectual property on your advertising, website, or other product communication. For example:
 - Photographs © GANZ. GANZ and its brand names are trademarks of GANZ.
 - Photographs and artwork © GANZ. GANZ, WEBKINZ, the WEBKINZ logo and all character names are trademarks of GANZ.
- Always include on your website the following disclaimer of your affiliation with GANZ: *[Name of your website]* is not an official site and is unaffiliated with GANZ.

The disclaimer and attribution must be placed in prominent positions so that consumers will easily see them.

You May NOT:

- Alter, modify, adapt (other than re-sizing), crop, retouch, animate or embellish the GANZ Images in any way, including but not limited to changing any names, logos or other designs included therein.
- Make or manufacture merchandise any items, such as t-shirts and mugs, bearing GANZ Images.
- Display, sell or give away merchandise items, such as t-shirts and mugs, bearing GANZ Images that have not been made by GANZ.



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- Use an identical or virtually identical GANZ trademark as a domain name.
- Directly link to images hosted on any GANZ website.
- Use the GANZ Images to create pornographic, libelous, obscene or defamatory images.
- Remove or crop out the copyright or trademark notice from GANZ Images.
- Insert your own copyright or trademark notice on GANZ Images, or otherwise imply that the GANZ Images or GANZ's products are your images or products.
- Use or permit the use of the GANZ Image as a trademark or service mark, or claim any proprietary rights of any sort in the GANZ Images.
- Use the GANZ Images on your website without appropriate attribution of GANZ's ownership.
- Use or authorize the use of the GANZ Images on a third-party site, including Internet auction sites such as eBay.
- Use or authorize the use of, sell, share, or give away, any GANZ Images to any third parties except for the purposes of creating the advertising or in-store promotional materials permitted by this Agreement.
- State or imply that you are an "authorized" retailer, that GANZ has endorsed your website or store, that there is any GANZ product exclusive to you, that your website or store is "official" with respect to GANZ or its brands or that your website or store is a GANZ site or store.
- Use any GANZ artwork, photography, logos or other designs that are not among the GANZ Images made available specifically by GANZ for your use.

Your use of the GANZ Images means you promise that you will not interfere with GANZ's rights, including challenging GANZ's use, registration of, or application to register such rights, alone or in combination with other words, logos, artwork or photographs, anywhere in the world; that you will not harm, misuse, or bring into disrepute any GANZ intellectual property; and that you will not apply any GANZ intellectual property to any item, whether for sale or not, except as expressly permitted by this Agreement. The goodwill derived from using a GANZ trademark exclusively inures to the benefit of and belongs to GANZ.

Except for the limited rights expressly permitted under this Agreement, no other rights of any kind are granted hereunder, by implication or otherwise.

Any use of GANZ's intellectual property in violation of the foregoing provisions shall result in the automatic termination for cause of this Agreement and all your rights hereunder, without notice to you.